



**AGENDA
CITY COUNCIL MEETING
(IMMEDIATELY
FOLLOWING LAND BANK
MEETING)**

**7651 E. Central Park Ave, Bel Aire, KS
June 03, 2025 7:00 PM**



I. CALL TO ORDER: Mayor Jim Benage

II. ROLL CALL

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

III. OPENING PRAYER: Father Terry Hedrick

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. PROCLAMATION

A. Flag Week - June 8-14, 2025

VI. DETERMINE AGENDA ADDITIONS

VII. CONSENT AGENDA

A. Approval of Minutes of the May 20, 2025 City Council meeting.

B. Approve Minutes of the City Council Special Meeting held on May 27, 2025.

C. Appoint Julie Hopkins to Tree Board, term beginning June 3, 2025 and ending June 3, 2029.

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

Motion _____ Second _____ Vote _____

VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 25-10 in the amount of \$1,750,519.23.

Action: Motion to (approve / deny / table) Appropriations Ordinance No. 25-10.

Motion _____ Second _____ Vote _____

IX. CITY REQUESTED APPEARANCES

A. President Greg Dane - Bel Aire Area Chamber of Commerce

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

XI. REPORTS

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

XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of a Resolution Authorizing a 50% Ad Valorem Property Tax Exemption, for 5 years, to WAM Investments #11, LLC., pursuant to Ordinance No. 662.

Action: Motion to (approve / deny / table) a Resolution authorizing a 50% ad valorem property tax exemption, for 5 years, to WAM Investments #11, LLC., (As Presented / As Amended) and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

B. Consideration of An Amendment with Tyler Technologies Relating to Incorporation of The Service Fee Option.

Action: Motion to (approve / deny / table) the Amendment with Tyler Technologies that incorporates the ERP Pro Payments Service Fee Option, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

C. Consideration of Purchase Contract for 752 tons of 1" Hard Rock From NorthRidge Trucking for Aurora Park Gravel Roads Project.

Action: Motion to (approve / deny / table) Purchase Contract with NorthRidge Trucking for 752 tons of 1" Hard Rock, at a cost not to exceed \$24,064.00, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

D. Consideration of the Change Order Request No. 1 from Mies for removing the existing dirt stockpile at Chapel Landing 6th in the amount of \$34,500.00.

Action: Motion to (approve / deny / table) Change Order No. 1 to remove the existing dirt stockpile at the Chapel Landing 6th Addition, at a cost not to exceed \$34,500, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

E. Consideration of an Engagement Letter with Allen, Gibbs & Houlik, L.C. for 2024 Annual Audit Services.

Action: Motion to (approve / deny / table) the Engagement Letter with Allen, Gibbs & Houlik L.C. for 2024 Annual Audit Services, at a cost not to exceed \$36,500 (As Presented / As Amended), and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

F. Consideration of an Engagement Letter with Allen, Gibbs & Houlik, L.C. for Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) Audit Services.

Action: Motion to (approve / deny / table) the Engagement Letter with Allen, Gibbs & Houlik, L.C. for CSLFRF Audit Services, at a cost not to exceed \$7,000 (As Presented / As Amended), and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

G. Consideration of An Ordinance Amending the Solid Waste Utility and Curbside Recycling System by Establishing Administration Fees.

Action: Motion to (adopt / deny / table) an Ordinance Amending the Solid Waste Utility and Curbside Recycling System to Establish Administration Fees and Repeal Ordinance No. 358 (As Presented / As Amended) and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

H. Consideration of a Resolution Amending the Solid Waste Utility and Curbside Recycling System Fees.

Action: Motion to (approve / deny / table) A Resolution amending the Solid Waste Utility and Curbside Recycling System Fees (As Presented / As Amended) and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

I. Consideration of a Resolution authorizing the City Manager and Mayor to jointly approve any change orders up to \$150,000 to the 2025 Street Maintenance Project.

Action: Motion to (approve / deny / table) a Resolution authorizing the city manager and mayor to jointly approve any change orders up to \$150,000 to the 2025 Street Maintenance Project. Such change orders will be presented to the city council at the next regularly scheduled meeting for information only since this motion approves the change order in advance subject to the approval of the city manager and mayor.

Motion _____ Second _____ Vote _____

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

Motion _____ Second _____ Vote _____

XIV. DISCUSSION AND FUTURE ISSUES

A. Discussion on 2025 Street Maintenance Program

B. Review and Provide Feedback on the Skyview Park Conceptual Plan

XV. ADJOURNMENT

Action: Motion to adjourn.

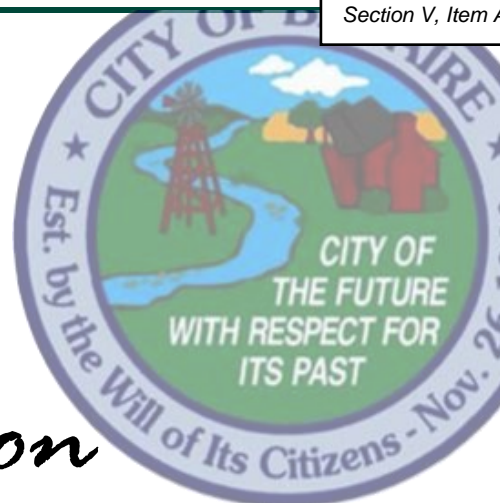
Motion _____ Second _____ Vote _____

Additional Attachments:

A. City Manager's Report - June 6, 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.



Proclamation

National Flag Week - June 8-14, 2025

TO THE CITIZENS OF BEL AIRE, KANSAS, GREETINGS:

WHEREAS, the Second Continental Congress adopted the American Flag on June 14, 1777; and

WHEREAS, June 14, 2025 marks 248 years of displaying our American Flag; and

WHEREAS, it is fitting and proper to officially recognize "Old Glory" as a symbol of hope, inspiration and pride for the people of the United States and around the world; and

WHEREAS, in order to commemorate the adoption of our flag, on August 3, 1949, the Congress, by joint resolution, designated June 14 of each year as "*Flag Day*" and requested that the President issue an annual proclamation designating the week in which June 14 occurs as "National Flag Week" and call upon citizens of the United States to display the flag during that week; and

NOW, THEREFORE, I, Jim Benage, by the power vested in me as Mayor of the City of Bel Aire, and on behalf of the City Council and Citizens of Bel Aire, do hereby proclaim the week of June 8-14, 2025 as "*NATIONAL FLAG WEEK*" in the City of Bel Aire, Kansas and ask our citizens to reaffirm the ideals of our County by displaying our American Flag at their homes.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of Bel Aire, Kansas this 6th day of June, 2025.

Jim Benage, Mayor





MINUTES
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
May 20, 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 Tyler Dehn, Tom Schmitz, and John Welch were present. Councilmember Emily Hamburg attended the meeting by videoconference, joining the meeting at 8:34 p.m. Councilmember Greg Davied was absent.

Also present were City Manager Ted Henry, City Attorney Maria Schrock, City Engineer Anne Stephens and City Clerk Melissa Krehbiel.

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

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. DETERMINE AGENDA ADDITIONS: There were no additions.

VI. CONSENT AGENDA

A. Approval of Minutes of the May 6, 2025 City Council meeting.

B. Approve the reappointment of Ted Henry as City Manager for the next twelve months.

C. Approve the reappointment of Maria Schrock as City Attorney for the next twelve months.

D. Approve the reappointment of Terry Beall as Municipal Court Judge for the next twelve months.

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

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 25-09 in the amount of \$1,761,973.55.

MOTION: Councilmember Dehn moved to approve Appropriations Ordinance No. 25-09. Councilmember Welch seconded the motion. *Motion carried 3-0.*

VIII. CITY REQUESTED APPEARANCES

A. Gary Janzen, Director of Public Works & Utilities, City of Wichita - Water Reuse

Mr. Janzen spoke about the current drought, and the County’s efforts to prepare for and mitigate the effects of the drought on the water supply. No action was taken.

IX. CITIZEN CONCERNS: No one spoke.

X. REPORTS

A. Council Member Reports

Councilmember Dehn reported this week he finished the Smart Growth America Champions Institute. This Thursday WAMPO and the KU Transportation Center will host a vulnerable road user training at Bel Aire City Hall – those who are interested can register for the training. He reported that he saw many people using the new playground in Eagle Lake Park and he thanked City staff for their work on the project.

Councilmember Schmitz reported he recently looked at the street work completed by APAC and it looks good, much smoother than it was.

Councilmember Welch reminded Bel Aire residents who are interested in serving on the City Council to sign up with the Sedgwick County Election Office before the end of the month. Currently, three seats will be open and only one candidate is registered.

B. Mayor's Report

Mayor Benage reported on the Kansas Mayor’s Forum and the most recent meetings of the Sedgwick County Association of Cities, WAMPO, and the Utility Advisory Committee.

He reported that today, CCUA was advised that the KDHE administrative order is being revised to require substantial completion of the wastewater treatment plant upgrade by October 31, 2027 and full compliance by May 1, 2028.

He noted that Memorial Day is this coming Monday, and he asked everyone to honor those who died in service to our country. He also encouraged residents to give their input on the location of the sand volleyball court – an online survey can be found on the City’s Facebook page.

Mayor Benage announced that he is running for office to represent Kansas House Legislative District No 85. If elected to the House, he does not plan to resign his position as Mayor of Bel Aire.

C. City Attorney Report

City Attorney Maria Schrock reported on the recent adoption of the 2024 International Fire Code by Sedgwick County. At a future City Council meeting the Council may consider repealing Bel Aire’s current fire code, which dates to 2012-2013, and instead adopt the 2024 fire code.

D. City Manager Report

City Manager Ted Henry noted that City offices will be closed on Monday in honor of Memorial Day. He reported that he recently visited with Bel Aire Lions Club members. Mr. Henry reported that after implementing the new ERP software system in the Utility Billing department, water shut offs were down to only 45 last month, compared to 100 -120 previously. He noted that each time severe weather is forecasted, like last weekend, City staff prepare to respond. He noted that brush and limbs from storms can be taken to the Kechi brush site once per month – more information will be share on the City’s website.

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of a request by Waste Connections for a rate increase of 2%, for solid waste and recycling services. Herschel West, Waste Connections, will present the request.

Herschel West, Waste Connections, presented the request and answered questions from the Council.

MOTION: Councilmember Welch moved to approve a 2% rate increase for solid waste and recycling services fees paid by the City to Waste Connections, effective June 1, 2025, As Presented in the First Amendment Agreement, and authorize the Mayor to sign. Councilmember Schmitz seconded the motion. *Motion carried 3-0.*

B. Consideration of the Change Order Request No. 3 from APAC for additional full-depth asphalt replacement in the amount of \$120,502.00.

Anne Stephens, City Engineer, stood for questions from the Council.

Emily Hamburg joined the meeting by Zoom at 8:34 p.m.

MOTION: Councilmember Welch moved to approve Change Order Request No. 3 from APAC in the amount of \$120,502.00 for additional full-depth replacement, and authorize the Mayor to sign all related documents. Councilmember Schmitz seconded the motion. *Motion carried 4-0.*

MOTION FOR RECESS: Councilmember Welch moved to take a five-minute recess. Councilmember Dehn seconded the motion. *Motion carried 4-0.*

Mayor Benage called meeting back to order at 8:47 p.m.

C. **Consideration of accepting a bid for the 45th and Oliver Bridge Project. Two bids were received:**

| | <u>Engineer's Est.</u> | <u>Dondlinger</u> | <u>Mies</u> |
|-----|------------------------|-------------------|--------------|
| Bid | \$429,585.50 | \$362,037.20 | \$430,000.00 |

MOTION: Councilmember Welch moved to accept the bid from Dondlinger for \$362,037.20 for the 45th and Oliver Bridge Project and authorize the Mayor to sign the Agreement and Notice of Award. Councilmember Schmitz seconded the motion.
Motion carried 4-0.

D. **Consideration of accepting a bid for the 53rd and Rock Road Culvert Replacement Project. Two bids were received:**

| | <u>Engineer's Est</u> | <u>Dondlinger</u> | <u>Mies</u> |
|-----|-----------------------|-------------------|--------------|
| Bid | \$104,730.00 | \$130,689.00 | \$136,000.00 |

MOTION: Councilmember Welch moved to accept the bid from Dondlinger in the amount of \$130,689.00 for the 53rd and Rock Road Culvert Replacement Project and authorize the Mayor to sign the Agreement and Notice of Award. Councilmember Dehn seconded the motion. *Motion carried 4-0.*

E. **Consideration of A Second Amendment to the Tierra Verde Planned Unit Development (PUD) Agreement.**

Paula Downs, Director of Community Development, gave a brief report on the development and stood for questions from the Council.

MOTION: Councilmember Welch moved to approve A Second Amendment to the Tierra Verde PUD Agreement for the Tierra Verde South Addition As Presented contingent upon all PUD property owners signing the agreement and authorize the Mayor to sign. Motion died for lack of second.

Councilmembers discussed connecting private sidewalks within the development to existing city sidewalks.

Kirk Miller, KE Miller Engineering, spoke on behalf of the applicant and responded to questions from the Council. Mr. Miller said the applicant would be glad to make sure that the development's sidewalks tie into the sidewalk by the street.

MOTION: Councilmember Dehn moved to approve A Second Amendment to the Tierra Verde PUD Agreement for the Tierra Verde South Addition as amended that the applicant agrees to the additional provision of adding a sidewalk to connect and maintain with any current sidewalks that are present on both sides of the subject lot, contingent upon all PUD property owners signing the agreement, and authorize the Mayor to sign. Councilmember Schmitz seconded the motion. *Motion carried 4-0.*

F. (VAC-25-02) Consideration of An Ordinance Approving the Recommendation of The Bel Aire Planning Commission Recommending a Vacation Request in the City to Vacate a Platted Fifteen-Foot-Wide Building Setback on Lot 1, Block 2, Tierra Verde South Addition, To Proceed with the Development of Twelve, Two-Family Dwellings and Site Work, Generally Located Between 45th And 49th Street on Tierra Lakes Parkway and West of Webb Road.

Mayor Benage announced the agenda item and the general location of the property. Before proceeding with the hearing Mayor Benage asked each Councilmember if anyone intended to disqualify themselves from participating in the case because of a conflict of interest. No one was disqualified. He asked if anyone on the Council had received any ex parte verbal or written communications which they would like to share. The answer was no. The City Clerk then confirmed that a protest petition had not been filed regarding this case. Mayor Benage then confirmed that everyone on the Council had received the Unapproved Minutes of the Planning Commission for April 10, 2025, which summarizes the public hearing for this case.

Paula Downs, Community Development Director, provided a brief overview of the case and the Planning Commission’s recommendation, and stood for questions from the Council.

Mayor Benage invited the agent for the applicant to speak on the matter. The applicant declined.

Mayor Benage then opened the public comments section of the meeting. No one spoke. Mayor Benage then closed the public comments section. The City Clerk confirmed that no written communications had been received regarding this case.

The Council deliberated. Councilmembers expressed general agreement with the recommendations of the Planning Commission and City staff.

MOTION: Councilmember Welch moved to approve the findings of fact and recommendation of the Planning Commission for VAC-25-02, Adopt the Ordinance as Presented, and authorize the Mayor to sign. Councilmember Schmitz seconded the motion..

Roll Call Vote:

| | | |
|----------------------|------------------|------------------------|
| Greg Davied [absent] | Tyler Dehn - Aye | Emily Hamburg - Aye |
| Tom Schmitz - Aye | John Welch - Aye | Mayor Jim Benage - Aye |

Motion carried 5-0.

G. PUD-25-01 Consideration Of An Ordinance Approving The Recommendation Of The Bel Aire Planning Commission Recommending An Amendment To The Tierra Verde PUD, That Amends The Allowed Density Of Units, Minimum Setbacks, Height And Area Regulations, Parking, And Landscape Requirements, Generally Located Between 45th And 49th Street On Tierra Lakes Parkway And West Of Webb Road.

Mayor Benage announced the agenda item and the general location of the property. Before proceeding with the hearing Mayor Benage asked each Councilmember if anyone intended to disqualify themselves from participating in the case because of a conflict of interest. No one was disqualified. He asked if anyone on the Council had received any ex

parte verbal or written communications which they would like to share. The answer was no. The City Clerk then confirmed that a protest petition had not been filed regarding this case. Mayor Benage then confirmed that everyone on the Council had received the Unapproved Minutes of the Planning Commission for April 10, 2025, which summarizes the public hearing for this case.

Paula Downs, Community Development Director, provided a brief overview of the case and the Planning Commission’s recommendation, and stood for questions from the Council.

Mayor Benage invited the agent for the applicant to speak on the matter. The applicant declined.

Mayor Benage then opened the public comments section of the meeting. No one spoke. Mayor Benage then closed the public comments section. The City Clerk confirmed that no written communications had been received regarding this case.

The Council deliberated. Councilmembers expressed general agreement with the recommendations of the Planning Commission and City staff. They cited the length of time the property has been vacant, the availability of utilities nearby, and the character of the neighborhood as supporting factors in their decisions to approve the findings of fact and recommendation of the Planning Commission.

MOTION: Councilmember Dehn moved to approve the findings of fact and recommendation of the Planning Commission for PUD-25-01, Adopt the Ordinance as Presented, and authorize the Mayor to sign. Councilmember Welch seconded the motion. Roll Call Vote:
Greg Davied [absent] Tyler Dehn - Aye Emily Hamburg - Aye
Tom Schmitz - Aye John Welch - Aye Mayor Jim Benage - Aye
Motion carried 5-0.

H. **Consideration of accepting a bid for the Bel Aire Lakes Paving and Drainage Project. Four bids were received:**

| | <u>APAC</u> | <u>KS Paving</u> | <u>Pearson</u> | <u>Prado</u> |
|--------------|----------------|------------------|----------------|----------------|
| Base Bid | \$2,034,478.20 | \$1,718,570.25 | \$1,685,465.35 | No Bid |
| Add Alt A | \$27,631.00 | No Bid | \$68,624.00 | No Bid |
| Base + Alt A | \$2,062,109.20 | No Bid | \$1,754,089.35 | No Bid |
| Add Alt B | \$429,134.00 | \$234,894.40 | \$146,809.00 | \$477,129.35 |
| Base + Alt B | \$2,463,612.20 | \$1,953,464.65 | \$1,832,274.35 | \$1,936,145.60 |
| Base + A + B | \$2,491,243.20 | No Bid | \$1,900,898.35 | No Bid |

City Engineer Anne Stephens stood for questions from the Council. She noted that if the Council selected the concrete option, the total cost of the improvement, including professional construction inspection, may exceed the petition. She reported that the Developer recently requested a meeting with City staff regarding the project, but there was not time to hold the meeting before the City Council meeting.

MOTION: Councilmember Dehn moved to table consideration of the Bel Aire Lakes Paving and Drainage Project. Councilmember Schmitz seconded the motion. *Motion carried 3-1* with Councilmember Welch voting against the motion.

I. Consideration of Resolution Accepting A (BASE) Grant Award from the Kansas Department of Commerce.

MOTION: Councilmember Schmitz moved to adopt A Resolution authorizing acceptance of the Building A Stronger Economy (BASE) Grant Award of \$4,716,225 from the Kansas Department of Commerce As Presented and authorize the Mayor to sign. Councilmember Welch seconded the motion. *Motion carried 4-0.*

J. Consideration of accepting a quote to purchase a replacement UTV for the Bel Aire Recreation Center. Three quotes were received:

| <u>Model</u> | <u>Vendor</u> | <u>Quote</u> |
|----------------------|-----------------------|--------------|
| Cushman Hauler 1200x | Kansas Golf & Turf | \$9,570.75 |
| John Deere Gator TX | Prairieland Partners | \$10,643.88 |
| Club Car 550 | Clear Creek Golf Cars | \$14,003.00 |

MOTION: Councilmember Dehn moved to accept a quote for a new UTV, from Kansas Golf & Turf in an amount not to exceed \$9,570.75 funded by the equipment replacement fund, and authorize Mayor to sign the Contract As Presented. Councilmember Welch seconded the motion. *Motion carried 4-0.*

XII. EXECUTIVE SESSION: No executive session was held.

XIII. DISCUSSION AND FUTURE ISSUES

The Council briefly discussed procedures for unexpected change orders for the Street Maintenance Project. No action was taken.

XIV. ADJOURNMENT

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

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
May 27, 2025 12:00 PM**



I. CALL TO ORDER: Mayor Jim Benage called the meeting to order at 12:00 p.m.

II. ROLL CALL

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

Also present were City Manager Ted Henry, City Attorney Maria Schrock, City Engineer Anne Stephens, and City Clerk Melissa Krehbiel.

III. READING BY CITY ATTORNEY

A. The written request for special meeting is read and entered at length in the minutes.

City Attorney Maria Schrock read aloud the Request for Special Meeting (Exhibit A, attached to these Minutes).

IV. NEW BUSINESS

A. MOTION: Councilmember Hamburg moved to approve Change Order No. 4 authorizing additional pavement removal and full depth asphalt repair of Farmstead Court and one cul-de-sac, at a cost not to exceed \$64,660.00, for the 2025 Street Maintenance Improvement – Pavement & Curb Repairs Project, and authorize the Mayor to sign. Councilmember Dehn seconded the motion. *Motion carried 3-0.*

V. ADJOURNMENT

MOTION: Councilmember Welch moved to adjourn. Councilmember Dehn seconded the motion. *Motion carried 3-0.*

[balance of this page intentionally left blank]

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

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk



REQUEST FOR A SPECIAL CITY COUNCIL MEETING



May 26, 2025

THE HONORABLE JIM BENAGE,
MAYOR OF THE CITY OF BEL AIRE:

We, the undersigned council members of the City of Bel Aire, Kansas, hereby respectfully request you to call a special meeting of the Bel Aire City Council to be held at the Bel Aire City Hall, 7651 E. Central Park Avenue, Bel Aire, Kansas, on Tuesday, May 27, at 12:00 p.m., for the purpose of:

- A. Consideration of Change Order No. 4 authorizing additional pavement removal and full depth asphalt repair of Farmstead Court and one cul-de-sac at \$64,660.00 for the 2025 Street Maintenance Improvement – Pavement & Curb Repairs Project with APAC Kansas Inc., Shears Division and Professional Engineering Consultants, P.A.

[Remainder of this Page Intentionally Left Blank]

Greg Davied

Tyler Dehn

Emily Hamburg

Tom Schmitz

John Welch

Pursuant to a Request for a Special Council Meeting dated May 26, 2025, and signed by at least three (3) members of the Council, I hereby call a Special Meeting of the Governing Body of Bel Aire, Kansas, pursuant to Bel Aire City Code 2.1.5, to be held at the time, place, and purpose as specified in the above request.

Jim Benage, Mayor

[Remainder of this Page Intentionally Left Blank]



**AGENDA
SPECIAL CITY COUNCIL
MEETING**

**7651 E. Central Park Ave, Bel Aire, KS
May 27, 2025 at 12:00 PM**



I. CALL TO ORDER: Mayor Jim Benage

II. ROLL CALL

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

III. READING BY CITY ATTORNEY: The written request for special meeting is read, and entered at length in the minutes.

IV. NEW BUSINESS

A. Consideration of Change Order No. 4 authorizing additional pavement removal and full depth asphalt repair of Farmstead Court and one cul-de-sac at \$64,660.00 for the 2025 Street Maintenance Improvement – Pavement & Curb Repairs Project with APAC Kansas Inc., Shears Division and Professional Engineering Consultants, P.A.

Action: Motion to (approve / deny / table) Change Order No. 4 authorizing additional pavement removal and full depth asphalt repair of Farmstead Court and one cul-de-sac, at a cost not to exceed \$64,660.00, for the 2025 Street Maintenance Improvement – Pavement & Curb Repairs Project, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

V. ADJOURNMENT

A. Action: Motion to adjourn.

Motion _____ Second _____ Vote _____



City of Bel Aire, KS

Section VIII, Item A.

APPROPRIATE By Vendor Name

Payment Dates 5/14/2025 - 5/27/2025

| Vendor DBA | Description (Item) | Post Date | Payment Date | Project Account Key | Amount |
|---------------------------------------------------------------------|-----------------------------|------------|--------------|---------------------|------------------|
| Vendor: 0055 - BEL AIRE BREEZE -STRUNK PUBLISHING, LLC | | | | | |
| ARK VALLEY NEWS | PUBLICATIONS | 05/14/2025 | 05/15/2025 | | 99.84 |
| Vendor 0055 - BEL AIRE BREEZE -STRUNK PUBLISHING, LLC Total: | | | | | 99.84 |
| Vendor: 1486 - BLUE CROSS & BLUE SHIELD OF KS | | | | | |
| BLUE CROSS & BLUE SHIELD O... | 05/25 TY'S HEALTH INSURANCE | 05/21/2025 | 05/21/2025 | | 1,474.81 |
| BLUE CROSS & BLUE SHIELD O... | 05/25 HEALTH INSURANCE | 05/21/2025 | 05/21/2025 | | 49,325.50 |
| BLUE CROSS & BLUE SHIELD O... | 05/25 HEALTH INSURANCE | 05/21/2025 | 05/21/2025 | | 3,063.02 |
| BLUE CROSS & BLUE SHIELD O... | 05/25 HEALTH INSURANCE | 05/21/2025 | 05/21/2025 | | 4,288.37 |
| BLUE CROSS & BLUE SHIELD O... | 05/25 HEALTH INSURANCE | 05/21/2025 | 05/21/2025 | | 5,627.28 |
| Vendor 1486 - BLUE CROSS & BLUE SHIELD OF KS Total: | | | | | 63,778.98 |
| Vendor: 1318 - BRADY INDUSTRIES OF KS- BRADY PLUS | | | | | |
| BRADY INDUSTRIES OF KS- BR... | CH:JANITORIAL SUPPLIES | 05/20/2025 | 05/23/2025 | | 568.58 |
| Vendor 1318 - BRADY INDUSTRIES OF KS- BRADY PLUS Total: | | | | | 568.58 |
| Vendor: 2650 - BURNS & MCDONNELL ENGINEERING | | | | | |
| BURNS & MCDONNELL ENGIN... | ENGINEERING SERVICES | 05/15/2025 | 05/15/2025 | | 4,262.50 |
| Vendor 2650 - BURNS & MCDONNELL ENGINEERING Total: | | | | | 4,262.50 |
| Vendor: 0170 - CHISHOLM CREEK UTILITY AUTH. | | | | | |
| CHISHOLM CREEK UTILITY AU... | 04/25 CCUA CONTINGENCY | 05/15/2025 | 05/15/2025 | | 3,000.00 |
| CHISHOLM CREEK UTILITY AU... | 04/25 CCUA CONTINGENCY | 05/15/2025 | 05/15/2025 | | 2,820.00 |
| Vendor 0170 - CHISHOLM CREEK UTILITY AUTH. Total: | | | | | 5,820.00 |
| Vendor: 0028 - CINTAS CORPORATION | | | | | |
| CINTAS CORPORATION | PW UNIFORMS/TOWELS | 05/15/2025 | 05/15/2025 | | 129.37 |
| CINTAS CORPORATION | PW UNIFORMS/TOWELS | 05/15/2025 | 05/15/2025 | | 88.92 |
| CINTAS CORPORATION | PW UNIFORMS/TOWELS | 05/15/2025 | 05/15/2025 | | 217.82 |
| CINTAS CORPORATION | PW UNIFORMS/TOWELS | 05/15/2025 | 05/15/2025 | | 131.92 |
| CINTAS CORPORATION | PD MATS | 05/15/2025 | 05/15/2025 | | 137.02 |
| CINTAS CORPORATION | PW UNIFORMS/TOWELS | 05/15/2025 | 05/15/2025 | | 81.43 |
| CINTAS CORPORATION | PW UNIFORMS/TOWELS | 05/15/2025 | 05/15/2025 | | 40.98 |
| CINTAS CORPORATION | PW UNIFORMS/TOWELS | 05/15/2025 | 05/15/2025 | | 169.88 |
| CINTAS CORPORATION | PW UNIFORMS/TOWELS | 05/15/2025 | 05/15/2025 | | 83.99 |
| CINTAS CORPORATION | PD MATS | 05/15/2025 | 05/15/2025 | | 137.02 |
| CINTAS CORPORATION | PW UNIFORMS/TOWELS | 05/20/2025 | 05/23/2025 | | 81.43 |
| CINTAS CORPORATION | PW UNIFORMS/TOWELS | 05/20/2025 | 05/23/2025 | | 40.98 |
| CINTAS CORPORATION | PW UNIFORMS/TOWELS | 05/20/2025 | 05/23/2025 | | 169.88 |
| CINTAS CORPORATION | PW UNIFORMS/TOWELS | 05/20/2025 | 05/23/2025 | | 83.99 |
| CINTAS CORPORATION | PD MATS | 05/20/2025 | 05/23/2025 | | 137.02 |
| Vendor 0028 - CINTAS CORPORATION Total: | | | | | 1,731.65 |
| Vendor: 0383 - CITY OF BEL AIRE | | | | | |
| CITY OF BEL AIRE | APRIL 2025 -WATER REBATE | 05/16/2025 | 05/16/2025 | | 994.28 |
| Vendor 0383 - CITY OF BEL AIRE Total: | | | | | 994.28 |
| Vendor: 2062 - CORE & MAIN LP | | | | | |
| CORE & MAIN LP | WATER METER SUPPLIES | 05/14/2025 | 05/15/2025 | | 4,651.90 |
| Vendor 2062 - CORE & MAIN LP Total: | | | | | 4,651.90 |
| Vendor: 0050 - COX COMMUNICATIONS, INC | | | | | |
| COX COMMUNICATIONS, INC | INTERNET/PHONE SVC-WAT | 05/15/2025 | 05/14/2025 | | 154.95 |
| COX COMMUNICATIONS, INC | INTERNET/PHONE SVC-PW | 05/15/2025 | 05/16/2025 | | 63.68 |
| COX COMMUNICATIONS, INC | INTERNET/PHONE SVC-PW | 05/15/2025 | 05/16/2025 | | 63.68 |
| COX COMMUNICATIONS, INC | INTERNET/PHONE SVC-PW | 05/15/2025 | 05/16/2025 | | 63.66 |
| COX COMMUNICATIONS, INC | INTERNET/PHONE SVC-PW | 05/15/2025 | 05/16/2025 | | 63.68 |
| COX COMMUNICATIONS, INC | INTERNET/PHONE SERVICE | 05/15/2025 | 05/16/2025 | | 71.35 |
| COX COMMUNICATIONS, INC | INTERNET/PHONE SERVICE | 05/15/2025 | 05/16/2025 | | 26.76 |
| COX COMMUNICATIONS, INC | INTERNET/PHONE SERVICE | 05/15/2025 | 05/16/2025 | | 26.76 |

AP ORDINANCE

Payment Date

Section VIII, Item A.

25

| Vendor DBA | Description (Item) | Post Date | Payment Date | Project Account Key | Amount |
|-------------------------|------------------------|------------|--------------|---------------------|--------|
| COX COMMUNICATIONS, INC | INTERNET/PHONE SERVICE | 05/15/2025 | 05/16/2025 | | 53.51 |
| COX COMMUNICATIONS, INC | INTERNET/PHONE SERVICE | 05/15/2025 | 05/16/2025 | | 356.77 |
| COX COMMUNICATIONS, INC | INTERNET/PHONE SERVICE | 05/15/2025 | 05/16/2025 | | 89.19 |
| COX COMMUNICATIONS, INC | INTERNET/PHONE SERVICE | 05/15/2025 | 05/16/2025 | | 89.19 |
| COX COMMUNICATIONS, INC | INTERNET/PHONE SERVICE | 05/15/2025 | 05/16/2025 | | 89.19 |
| COX COMMUNICATIONS, INC | INTERNET/PHONE SERVICE | 05/15/2025 | 05/16/2025 | | 89.19 |

Vendor 0050 - COX COMMUNICATIONS, INC Total: 1,301.56

Vendor: T1406 - CROSSLAND CONSTRUCTION CO, INC.

| | | | | | |
|-------------------------------------------------------|-----------------------|------------|------------|----------|------------|
| CROSSLAND CONSTRUCTION ... | CONSTRUCTION- PW BLDG | 05/19/2025 | 05/23/2025 | 001-8886 | 780,014.15 |
| Vendor T1406 - CROSSLAND CONSTRUCTION CO, INC. Total: | | | | | 780,014.15 |

Vendor: 2955 - CRYSTAL BLOCK

| | | | | | |
|------------------------------------|--------------------|------------|------------|--|-------|
| CRYSTAL BLOCK | REC PROGRAM REFUND | 05/20/2025 | 05/23/2025 | | 45.00 |
| Vendor 2955 - CRYSTAL BLOCK Total: | | | | | 45.00 |

Vendor: 2599 - CULLIGAN OF WICHITA / WICHITA WATER CONDITIONING, INC

| | | | | | |
|-----------------------|--------------------|------------|------------|--|-------|
| HALL'S CULLIGAN WATER | WATER SERVICE - PD | 05/19/2025 | 05/23/2025 | | 34.50 |
| HALL'S CULLIGAN WATER | WATER SERVICE-CH | 05/19/2025 | 05/23/2025 | | 42.50 |
| HALL'S CULLIGAN WATER | WATER SERVICE - PW | 05/19/2025 | 05/23/2025 | | 7.58 |
| HALL'S CULLIGAN WATER | WATER SERVICE - PW | 05/19/2025 | 05/23/2025 | | 7.59 |
| HALL'S CULLIGAN WATER | WATER SERVICE - PW | 05/19/2025 | 05/23/2025 | | 7.59 |
| HALL'S CULLIGAN WATER | WATER SERVICE - PW | 05/19/2025 | 05/23/2025 | | 7.59 |

Vendor 2599 - CULLIGAN OF WICHITA / WICHITA WATER CONDITIONING, INC Total: 107.35

Vendor: 0291 - CUMMINS INC

| | | | | | |
|-------------------------|-----------------------|------------|------------|--|----------|
| CUMMINS SALES & SERVICE | GENERATOR MAINTENANCE | 05/19/2025 | 05/23/2025 | | 1,220.76 |
| CUMMINS SALES & SERVICE | GENERATOR MAINTENANCE | 05/19/2025 | 05/23/2025 | | 973.71 |
| CUMMINS SALES & SERVICE | GENERATOR MAINTENANCE | 05/19/2025 | 05/23/2025 | | 1,338.09 |
| CUMMINS SALES & SERVICE | GENERATOR MAINTENANCE | 05/19/2025 | 05/23/2025 | | 717.01 |
| CUMMINS SALES & SERVICE | GENERATOR MAINTENANCE | 05/19/2025 | 05/23/2025 | | 1,470.33 |
| CUMMINS SALES & SERVICE | GENERATOR MAINTENANCE | 05/19/2025 | 05/23/2025 | | 1,307.92 |
| CUMMINS SALES & SERVICE | GENERATOR MAINTENANCE | 05/19/2025 | 05/23/2025 | | 390.88 |

Vendor 0291 - CUMMINS INC Total: 7,418.70

Vendor: 0120 - EMPLOYERS MUTUAL CASUALTY CO/EMC INSURANCE

| | | | | | |
|----------------------------|--------------------------|------------|------------|--|-----------|
| EMPLOYERS MUTUAL CASUAL... | LIABILITY INSURANCE PREM | 05/20/2025 | 05/23/2025 | | 5,915.19 |
| EMPLOYERS MUTUAL CASUAL... | LIABILITY INSURANCE PREM | 05/20/2025 | 05/23/2025 | | 1,567.09 |
| EMPLOYERS MUTUAL CASUAL... | LIABILITY INSURANCE PREM | 05/20/2025 | 05/23/2025 | | 4,701.28 |
| EMPLOYERS MUTUAL CASUAL... | LIABILITY INSURANCE PREM | 05/20/2025 | 05/23/2025 | | 4,701.28 |
| EMPLOYERS MUTUAL CASUAL... | LIABILITY INSURANCE PREM | 05/20/2025 | 05/23/2025 | | 3,134.19 |
| EMPLOYERS MUTUAL CASUAL... | LIABILITY INSURANCE PREM | 05/20/2025 | 05/23/2025 | | 1,567.09 |
| EMPLOYERS MUTUAL CASUAL... | LIABILITY INSURANCE PREM | 05/20/2025 | 05/23/2025 | | 2,350.64 |
| EMPLOYERS MUTUAL CASUAL... | LIABILITY INSURANCE PREM | 05/20/2025 | 05/23/2025 | | 66,867.48 |
| EMPLOYERS MUTUAL CASUAL... | LIABILITY INSURANCE PREM | 05/20/2025 | 05/23/2025 | | 1,537.00 |
| EMPLOYERS MUTUAL CASUAL... | LIABILITY INSURANCE PREM | 05/20/2025 | 05/23/2025 | | 20,940.10 |
| EMPLOYERS MUTUAL CASUAL... | LIABILITY INSURANCE PREM | 05/20/2025 | 05/23/2025 | | 128.00 |
| EMPLOYERS MUTUAL CASUAL... | LIABILITY INSURANCE PREM | 05/20/2025 | 05/23/2025 | | 9,212.70 |
| EMPLOYERS MUTUAL CASUAL... | LIABILITY INSURANCE PREM | 05/20/2025 | 05/23/2025 | | 13,276.46 |
| EMPLOYERS MUTUAL CASUAL... | LIABILITY INSURANCE PREM | 05/20/2025 | 05/23/2025 | | 16,029.00 |
| EMPLOYERS MUTUAL CASUAL... | LIABILITY INSURANCE PREM | 05/20/2025 | 05/23/2025 | | 15,623.70 |
| EMPLOYERS MUTUAL CASUAL... | LIABILITY INSURANCE PREM | 05/20/2025 | 05/23/2025 | | 35,844.68 |
| EMPLOYERS MUTUAL CASUAL... | LIABILITY INSURANCE PREM | 05/20/2025 | 05/23/2025 | | 29,256.12 |

Vendor 0120 - EMPLOYERS MUTUAL CASUALTY CO/EMC INSURANCE Total: 232,652.00

Vendor: 1802 - EMPOWER RETIREMENT 457

| | | | | | |
|------------------------|-------------------|------------|------------|--|--------|
| EMPOWER RETIREMENT 457 | 457 CITY MANAGER | 05/22/2025 | 05/22/2025 | | 540.00 |
| EMPOWER RETIREMENT 457 | 457 EMP VOLUNTARY | 05/22/2025 | 05/22/2025 | | 612.00 |

Vendor 1802 - EMPOWER RETIREMENT 457 Total: 1,152.00

Vendor: 0046 - EVERGY KANSAS CENTRAL INC

| | | | | | |
|---------------------------|----------------------|------------|------------|--|----------|
| EVERGY KANSAS CENTRAL INC | CP STREET LIGHTS | 05/15/2025 | 05/15/2025 | | 8,335.57 |
| EVERGY KANSAS CENTRAL INC | STR SIGNS/CROSSWALKS | 05/20/2025 | 05/19/2025 | | 29.88 |
| EVERGY KANSAS CENTRAL INC | STR SIGNS/CROSSWALKS | 05/20/2025 | 05/19/2025 | | 53.18 |

AP ORDINANCE

Payment Date

Section VIII, Item A.

25

| Vendor DBA | Description (Item) | Post Date | Payment Date | Project Account Key | Amount |
|--------------------------------------------------------------------|-------------------------------|------------|--------------|---------------------|-----------|
| EVERGY KANSAS CENTRAL INC | LIFT STATION | 05/20/2025 | 05/19/2025 | | 100.05 |
| Vendor 0046 - EVERGY KANSAS CENTRAL INC Total: | | | | | 8,518.68 |
| Vendor: 2850 - EVERLINE OF WICHITA / HAPPY APPLE VENTURE INC | | | | | |
| EVERLINE OF WICHITA | LINE STRIPING | 05/20/2025 | 05/23/2025 | | 1,461.88 |
| Vendor 2850 - EVERLINE OF WICHITA / HAPPY APPLE VENTURE INC Total: | | | | | 1,461.88 |
| Vendor: 0118 - EWING | | | | | |
| EWING | SPRINKLER REPAIR | 05/15/2025 | 05/15/2025 | | 65.89 |
| EWING | SPRINKLER REPAIR | 05/15/2025 | 05/15/2025 | | 25.27 |
| EWING | SPRINKLER REPAIR | 05/15/2025 | 05/15/2025 | | 167.97 |
| EWING | SPRINKER REPAIR | 05/15/2025 | 05/15/2025 | | 6.01 |
| Vendor 0118 - EWING Total: | | | | | 265.14 |
| Vendor: 2654 - EXPERT AUTO CENTER | | | | | |
| EXPERT AUTO CENTER | PD-MAINTENANCE/REPAIR | 05/14/2025 | 05/15/2025 | | 37.79 |
| EXPERT AUTO CENTER | PD-MAINTENANCE/REPAIR | 05/14/2025 | 05/15/2025 | | 71.18 |
| EXPERT AUTO CENTER | PW-MAINTENANCE/REPAIR | 05/14/2025 | 05/15/2025 | | 39.50 |
| EXPERT AUTO CENTER | PW-MAINTENANCE/REPAIR | 05/14/2025 | 05/15/2025 | | 39.49 |
| EXPERT AUTO CENTER | PW-MAINTENANCE/REPAIR | 05/14/2025 | 05/15/2025 | | 39.49 |
| EXPERT AUTO CENTER | PW-MAINTENANCE/REPAIR | 05/14/2025 | 05/15/2025 | | 39.49 |
| Vendor 2654 - EXPERT AUTO CENTER Total: | | | | | 266.94 |
| Vendor: 0010 - FICA/FEDERAL W/H | | | | | |
| FICA/FEDERAL W/H | SOCIAL SECURITY/FICA | 05/22/2025 | 05/22/2025 | | 7.34 |
| FICA/FEDERAL W/H | FEDERAL W/H TAXES | 05/22/2025 | 05/22/2025 | | 5.52 |
| FICA/FEDERAL W/H | MEDICARE/FICA | 05/22/2025 | 05/22/2025 | | 1.72 |
| FICA/FEDERAL W/H | SOCIAL SECURITY/FICA | 05/22/2025 | 05/22/2025 | | 12,225.08 |
| FICA/FEDERAL W/H | SOCIAL SECURITY/FICA | 05/22/2025 | 05/22/2025 | | 273.58 |
| FICA/FEDERAL W/H | SOCIAL SECURITY/FICA | 05/22/2025 | 05/22/2025 | | 1,111.88 |
| FICA/FEDERAL W/H | SOCIAL SECURITY/FICA | 05/22/2025 | 05/22/2025 | | 1,385.52 |
| FICA/FEDERAL W/H | FEDERAL W/H TAXES | 05/22/2025 | 05/22/2025 | | 7,443.31 |
| FICA/FEDERAL W/H | FEDERAL W/H TAXES | 05/22/2025 | 05/22/2025 | | 130.60 |
| FICA/FEDERAL W/H | FEDERAL W/H TAXES | 05/22/2025 | 05/22/2025 | | 440.49 |
| FICA/FEDERAL W/H | FEDERAL W/H TAXES | 05/22/2025 | 05/22/2025 | | 879.96 |
| FICA/FEDERAL W/H | MEDICARE/FICA | 05/22/2025 | 05/22/2025 | | 2,859.12 |
| FICA/FEDERAL W/H | MEDICARE/FICA | 05/22/2025 | 05/22/2025 | | 63.98 |
| FICA/FEDERAL W/H | MEDICARE/FICA | 05/22/2025 | 05/22/2025 | | 260.08 |
| FICA/FEDERAL W/H | MEDICARE/FICA | 05/22/2025 | 05/22/2025 | | 324.00 |
| Vendor 0010 - FICA/FEDERAL W/H Total: | | | | | 27,412.18 |
| Vendor: 0271 - GADES SALES CO. INC. | | | | | |
| GADES SALES CO. INC. | CROSSWALK SUPPLIES-CONT... | 05/14/2025 | 05/15/2025 | | 1,307.00 |
| Vendor 0271 - GADES SALES CO. INC. Total: | | | | | 1,307.00 |
| Vendor: 0068 - GALLS, LLC | | | | | |
| GALLS, LLC | UNIFORMS | 05/19/2025 | 05/23/2025 | | 99.56 |
| GALLS, LLC | UNIFORMS | 05/20/2025 | 05/23/2025 | | 222.18 |
| GALLS, LLC | PD SUPPLIES | 05/20/2025 | 05/23/2025 | | 66.20 |
| GALLS, LLC | PD SUPPLIES | 05/20/2025 | 05/23/2025 | | 18.36 |
| GALLS, LLC | UNIFORMS | 05/20/2025 | 05/23/2025 | | 49.78 |
| GALLS, LLC | UNIFORMS | 05/20/2025 | 05/23/2025 | | 175.42 |
| Vendor 0068 - GALLS, LLC Total: | | | | | 631.50 |
| Vendor: 2081 - GARVER | | | | | |
| GARVER | CITY OF BEL AIRE WWTP EFFL... | 05/21/2025 | 05/23/2025 | | 3,968.75 |
| GARVER | 45TH OLIVER-WOODLAWN DI... | 05/21/2025 | 05/23/2025 | 021-8832 | 5,963.04 |
| GARVER | ARTHUR HEIGHTS ENGINEERI... | 05/21/2025 | 05/23/2025 | 012-8860 | 1,979.18 |
| GARVER | ARTHUR HEIGHTS ENGINEERI... | 05/21/2025 | 05/23/2025 | 012-8862 | 1,972.90 |
| GARVER | ARTHUR HEIGHTS ENGINEERI... | 05/21/2025 | 05/23/2025 | 012-8882 | 3,528.50 |
| GARVER | CHAPEL LANDING 5TH | 05/21/2025 | 05/23/2025 | 007-8862 | 18,771.26 |
| GARVER | SKYVIEW 2ND ADD PH 2 | 05/21/2025 | 05/23/2025 | 006-8860 | 23,459.52 |
| GARVER | SKYVIEW 2ND ADD PH 2 | 05/21/2025 | 05/23/2025 | 006-8861 | 1,695.00 |
| GARVER | SKYVIEW 2ND ADD PH 2 | 05/21/2025 | 05/23/2025 | 006-8862 | 4,474.40 |
| Vendor 2081 - GARVER Total: | | | | | 65,812.55 |

AP ORDINANCE

Payment Date

Section VIII, Item A.

25

| Vendor DBA | Description (Item) | Post Date | Payment Date | Project Account Key | Amount |
|-------------------------------------------------------------|------------------------------|------------|--------------|---------------------|-------------------|
| Vendor: 2715 - INFOSEND INC | | | | | |
| INFOSEND INC | UTILITY INSERT | 05/14/2025 | 05/15/2025 | | 133.97 |
| INFOSEND INC | UTILITY LATE NOTICES | 05/14/2025 | 05/15/2025 | | 170.08 |
| INFOSEND INC | UTILITY INSERT | 05/14/2025 | 05/15/2025 | | 133.97 |
| INFOSEND INC | UTILITY BILLS | 05/14/2025 | 05/15/2025 | | 714.57 |
| INFOSEND INC | UTILITY INSERT | 05/14/2025 | 05/15/2025 | | 133.97 |
| INFOSEND INC | UTILITY BILLS | 05/14/2025 | 05/15/2025 | | 714.57 |
| INFOSEND INC | UTILITY LATE NOTICES | 05/14/2025 | 05/15/2025 | | 170.07 |
| INFOSEND INC | UTILITY BILLS | 05/14/2025 | 05/15/2025 | | 25.00 |
| INFOSEND INC | UTILITY BILLS | 05/14/2025 | 05/15/2025 | | 25.00 |
| Vendor 2715 - INFOSEND INC Total: | | | | | 2,221.20 |
| Vendor: 0196 - K P E R S | | | | | |
| K P E R S | KP&F | 05/22/2025 | 05/22/2025 | | 18.83 |
| K P E R S | KP&F | 05/22/2025 | 05/22/2025 | | 11,459.49 |
| K P E R S | KPERS 1 | 05/22/2025 | 05/22/2025 | | 889.30 |
| K P E R S | KPERS 1 | 05/22/2025 | 05/22/2025 | | 395.59 |
| K P E R S | KPERS 1 | 05/22/2025 | 05/22/2025 | | 183.68 |
| K P E R S | KPERS 1 | 05/22/2025 | 05/22/2025 | | 395.60 |
| K P E R S | KPERS 2 | 05/22/2025 | 05/22/2025 | | 1,986.20 |
| K P E R S | KPERS 2 | 05/22/2025 | 05/22/2025 | | 312.78 |
| K P E R S | KPERS 3 | 05/22/2025 | 05/22/2025 | | 7,088.40 |
| K P E R S | KPERS 3 | 05/22/2025 | 05/22/2025 | | 1,033.72 |
| K P E R S | KPERS 3 | 05/22/2025 | 05/22/2025 | | 1,535.81 |
| Vendor 0196 - K P E R S Total: | | | | | 25,299.40 |
| Vendor: 0197 - KANSAS DEPT OF REVENUE | | | | | |
| KANSAS DEPT OF REVENUE | KS STATE W/H | 05/22/2025 | 05/22/2025 | | 3.08 |
| KANSAS DEPT OF REVENUE | KS STATE W/H | 05/22/2025 | 05/22/2025 | | 4,583.21 |
| KANSAS DEPT OF REVENUE | KS STATE W/H | 05/22/2025 | 05/22/2025 | | 79.93 |
| KANSAS DEPT OF REVENUE | KS STATE W/H | 05/22/2025 | 05/22/2025 | | 379.88 |
| KANSAS DEPT OF REVENUE | KS STATE W/H | 05/22/2025 | 05/22/2025 | | 521.26 |
| Vendor 0197 - KANSAS DEPT OF REVENUE Total: | | | | | 5,567.36 |
| Vendor: 0199 - KANSAS DEPT OF REVENUE | | | | | |
| KANSAS DEPT OF REVENUE | 04/25 SALES TAX | 05/21/2025 | 05/22/2025 | | 1,009.32 |
| Vendor 0199 - KANSAS DEPT OF REVENUE Total: | | | | | 1,009.32 |
| Vendor: 0202 - KANSAS DEPT OF REVENUE-TAXATION | | | | | |
| KANSAS DEPT OF REVENUE-T... | 1st QTR 2025 | 05/14/2025 | 05/15/2025 | | 1,395.17 |
| KANSAS DEPT OF REVENUE-T... | 1st QTR 2025 | 05/14/2025 | 05/15/2025 | | 1,307.97 |
| KANSAS DEPT OF REVENUE-T... | 3rd QTR Credit | 05/14/2025 | 05/15/2025 | | -1,793.01 |
| KANSAS DEPT OF REVENUE-T... | 3rd QTR Credit | 05/14/2025 | 05/15/2025 | | -1,969.14 |
| KANSAS DEPT OF REVENUE-T... | 4th QTR 2025 | 05/14/2025 | 05/15/2025 | | 1,889.13 |
| KANSAS DEPT OF REVENUE-T... | 4th QTR 2025 | 05/14/2025 | 05/15/2025 | | 1,114.81 |
| Vendor 0202 - KANSAS DEPT OF REVENUE-TAXATION Total: | | | | | 1,944.93 |
| Vendor: 0076 - KANSAS PAVING / CONSPEC INC | | | | | |
| KANSAS PAVING | CHAPEL LANDING 5TH PH 1-P... | 05/20/2025 | 05/23/2025 | 007-8882 | 92,551.95 |
| KANSAS PAVING | CHAPEL LANDING 5TH PH 1-P... | 05/20/2025 | 05/23/2025 | 007-8883 | 177,442.20 |
| Vendor 0076 - KANSAS PAVING / CONSPEC INC Total: | | | | | 269,994.15 |
| Vendor: 0836 - KANZA CO-OPERATIVE ASSOCIATION | | | | | |
| KANZA CO-OPERATIVE ASSOC... | UNLEADED BULK FUEL | 05/20/2025 | 05/23/2025 | | 61.81 |
| KANZA CO-OPERATIVE ASSOC... | DIESEL BULK FUEL | 05/20/2025 | 05/23/2025 | | 17.73 |
| KANZA CO-OPERATIVE ASSOC... | UNLEADED BULK FUEL | 05/20/2025 | 05/23/2025 | | 247.25 |
| KANZA CO-OPERATIVE ASSOC... | UNLEADED BULK FUEL | 05/20/2025 | 05/23/2025 | | 164.84 |
| KANZA CO-OPERATIVE ASSOC... | DIESEL BULK FUEL | 05/20/2025 | 05/23/2025 | | 283.69 |
| KANZA CO-OPERATIVE ASSOC... | DIESEL BULK FUEL | 05/20/2025 | 05/23/2025 | | 53.19 |
| KANZA CO-OPERATIVE ASSOC... | UNLEADED BULK FUEL | 05/20/2025 | 05/23/2025 | | 185.44 |
| KANZA CO-OPERATIVE ASSOC... | UNLEADED BULK FUEL | 05/20/2025 | 05/23/2025 | | 164.84 |
| Vendor 0836 - KANZA CO-OPERATIVE ASSOCIATION Total: | | | | | 1,178.79 |
| Vendor: 1939 - KIDD'S TOWING & RECOVERY | | | | | |
| KIDD'S TOWING & RECOVERY | TOWING SERVICE | 05/19/2025 | 05/23/2025 | | 195.00 |

AP ORDINANCE

Payment Date

Section VIII, Item A.

25

| Vendor DBA | Description (Item) | Post Date | Payment Date | Project Account Key | Amount |
|-----------------------------------------------------|-------------------------------|------------|--------------|---------------------|-----------|
| KIDD'S TOWING & RECOVERY | TOWING SERVICE | 05/19/2025 | 05/23/2025 | | 190.00 |
| Vendor 1939 - KIDD'S TOWING & RECOVERY Total: | | | | | 385.00 |
| Vendor: 0179 - LEAGUE OF KS MUNICIPALITIES | | | | | |
| LEAGUE OF KS MUNICIPALITIES | TRAINING/CONFERENCES | 05/20/2025 | 05/23/2025 | | 75.00 |
| LEAGUE OF KS MUNICIPALITIES | TRAINING/CONFERENCES | 05/20/2025 | 05/23/2025 | | 65.00 |
| Vendor 0179 - LEAGUE OF KS MUNICIPALITIES Total: | | | | | 140.00 |
| Vendor: 0225 - LEE REED ENGRAVING, INC | | | | | |
| LEE REED ENGRAVING, INC | SERVICE PLAQUES | 05/13/2025 | 05/15/2025 | | 72.00 |
| LEE REED ENGRAVING, INC | SERVICE PLAQUES | 05/13/2025 | 05/15/2025 | | 72.00 |
| LEE REED ENGRAVING, INC | SERVICE PLAQUES | 05/13/2025 | 05/15/2025 | | 72.00 |
| LEE REED ENGRAVING, INC | SERVICE PLAQUES | 05/13/2025 | 05/15/2025 | | 72.00 |
| LEE REED ENGRAVING, INC | SERVICE PLAQUES | 05/13/2025 | 05/15/2025 | | 72.00 |
| Vendor 0225 - LEE REED ENGRAVING, INC Total: | | | | | 360.00 |
| Vendor: 2950 - MAGIC CUSTOM POOLS | | | | | |
| MAGIC CUSTOM POOLS | POOL REPAIRS | 05/22/2025 | 05/22/2025 | | 2,090.00 |
| Vendor 2950 - MAGIC CUSTOM POOLS Total: | | | | | 2,090.00 |
| Vendor: 1345 - OREILLY AUTO PARTS | | | | | |
| OREILLY AUTO PARTS | VEHICLE REPAIR/MAINT | 05/20/2025 | 05/23/2025 | | 131.86 |
| Vendor 1345 - OREILLY AUTO PARTS Total: | | | | | 131.86 |
| Vendor: 2712 - PACE ANALYTICAL SERVICES LLC | | | | | |
| PACE ANALYTICAL SERVICES L... | SW:SUSPENDED SOLIDS TESTI... | 05/14/2025 | 05/15/2025 | | 397.50 |
| PACE ANALYTICAL SERVICES L... | SW:SUSPENDED SOLIDS TESTI... | 05/14/2025 | 05/15/2025 | | 397.50 |
| PACE ANALYTICAL SERVICES L... | SW:SUSPENDED SOLIDS TESTI... | 05/14/2025 | 05/15/2025 | | 397.50 |
| PACE ANALYTICAL SERVICES L... | SW:SUSPENDED SOLIDS TESTI... | 05/19/2025 | 05/23/2025 | | 397.50 |
| Vendor 2712 - PACE ANALYTICAL SERVICES LLC Total: | | | | | 1,590.00 |
| Vendor: 2369 - PAYLOCITY CORPORATION | | | | | |
| PAYLOCITY CORPORATION | FSA EMPLOYEE EXPENSE | 05/15/2025 | 05/16/2025 | | 77.56 |
| PAYLOCITY CORPORATION | FSA EMPLOYEE EXPENSE | 05/20/2025 | 05/20/2025 | | 32.30 |
| PAYLOCITY CORPORATION | FSA EMPLOYEE EXPENSE | 05/22/2025 | 05/23/2025 | | 839.08 |
| Vendor 2369 - PAYLOCITY CORPORATION Total: | | | | | 948.94 |
| Vendor: 2493 - PEARSON MATERIALS | | | | | |
| PEARSON MATERIALS | 9.130 TON ASPHALT | 05/19/2025 | 05/23/2025 | | 607.15 |
| Vendor 2493 - PEARSON MATERIALS Total: | | | | | 607.15 |
| Vendor: 0263 - PITNEY BOWES GLOBAL FINANCIAL | | | | | |
| PITNEY BOWES GLOBAL FINA... | POSTAGE REFILL/INK | 05/20/2025 | 05/14/2025 | | 200.00 |
| Vendor 0263 - PITNEY BOWES GLOBAL FINANCIAL Total: | | | | | 200.00 |
| Vendor: 2324 - PROFESSIONAL ENGINEERING CONSU | | | | | |
| PROFESSIONAL ENGINEERING... | PW-BLDG OWNER'S REP | 05/21/2025 | 05/23/2025 | 001-8891 | 10,072.71 |
| Vendor 2324 - PROFESSIONAL ENGINEERING CONSU Total: | | | | | 10,072.71 |
| Vendor: 0105 - PUBLIC WORKS & UTILITIES | | | | | |
| PUBLIC WORKS & UTILITIES | 7412250 GAL 04/09/25-05/08... | 05/19/2025 | 05/23/2025 | | 40,387.02 |
| Vendor 0105 - PUBLIC WORKS & UTILITIES Total: | | | | | 40,387.02 |
| Vendor: 2614 - RUSH TRUCK CENTERS | | | | | |
| RUSH TRUCK CENTERS | VEHICLE REPAIR/MAINT | 05/19/2025 | 05/23/2025 | | 106.25 |
| RUSH TRUCK CENTERS | VEHICLE REPAIR/MAINT | 05/19/2025 | 05/23/2025 | | 106.25 |
| RUSH TRUCK CENTERS | VEHICLE REPAIR/MAINT | 05/19/2025 | 05/23/2025 | | 106.25 |
| RUSH TRUCK CENTERS | VEHICLE REPAIR/MAINT | 05/19/2025 | 05/23/2025 | | 106.25 |
| Vendor 2614 - RUSH TRUCK CENTERS Total: | | | | | 425.00 |
| Vendor: 0216 - SEDGWICK COUNTY DIV OF FINANCE | | | | | |
| SEDGWICK COUNTY DIV OF FI... | 04/25 PRISONER HOUSING FE... | 05/15/2025 | 05/15/2025 | | 62.70 |
| Vendor 0216 - SEDGWICK COUNTY DIV OF FINANCE Total: | | | | | 62.70 |
| Vendor: 0140 - SPECTRUM PROMOTIONAL PRODUCTS | | | | | |
| SPECTRUM PROMOTIONAL P... | REC SPORTS UNIFORMS/SHIR... | 05/14/2025 | 05/15/2025 | | 164.63 |
| SPECTRUM PROMOTIONAL P... | REC SPORTS SHIRTS/UNIFOR... | 05/14/2025 | 05/15/2025 | | 987.25 |
| SPECTRUM PROMOTIONAL P... | LIFEGAURD UNIFORMS/SHIRTS | 05/14/2025 | 05/15/2025 | | 174.00 |
| Vendor 0140 - SPECTRUM PROMOTIONAL PRODUCTS Total: | | | | | 1,325.88 |

AP ORDINANCE

Payment Date

Section VIII, Item A.

25

| Vendor DBA | Description (Item) | Post Date | Payment Date | Project Account Key | Amount |
|----------------------------------------------------------|----------------------------------|------------|--------------|---------------------|---------------|
| Vendor: 1953 - SUMNERONE - SUMNER GROUP INC | | | | | |
| SUMNERONE - SUMNER GRO... | SUMNER ONE PRINTING CHA... | 05/20/2025 | 05/23/2025 | | 60.10 |
| SUMNERONE - SUMNER GRO... | SUMNER ONE PRINTING CHA... | 05/20/2025 | 05/23/2025 | | 113.79 |
| SUMNERONE - SUMNER GRO... | SUMNER ONE PRINTING CHA... | 05/20/2025 | 05/23/2025 | | 113.79 |
| SUMNERONE - SUMNER GRO... | SUMNER ONE PRINTING CHA... | 05/21/2025 | 05/23/2025 | | 66.91 |
| SUMNERONE - SUMNER GRO... | SUMNER ONE PRINTING CHA... | 05/21/2025 | 05/23/2025 | | 66.91 |
| Vendor 1953 - SUMNERONE - SUMNER GROUP INC Total: | | | | | 421.50 |
| Vendor: 2839 - UMB - PCARD | | | | | |
| UMB - PCARD | Office Supplies | 05/27/2025 | 05/27/2025 | | 213.75 |
| UMB - PCARD | Office Supplies | 05/27/2025 | 05/27/2025 | | 377.98 |
| UMB - PCARD | Contractual & Advertising & ... | 05/27/2025 | 05/27/2025 | | 20.00 |
| UMB - PCARD | TRAINING/CONFERENCES | 05/27/2025 | 05/27/2025 | | 14.99 |
| UMB - PCARD | Woodlawn-Construction suppl... | 05/27/2025 | 05/27/2025 | | 331.91 |
| UMB - PCARD | Woodlawn-Construction suppl... | 05/27/2025 | 05/27/2025 | | 451.06 |
| UMB - PCARD | Woodlawn-Construction suppl... | 05/27/2025 | 05/27/2025 | | 748.61 |
| UMB - PCARD | Woodlawn-Construction suppl... | 05/27/2025 | 05/27/2025 | | 125.06 |
| UMB - PCARD | Woodlawn-Construction Suppl.. | 05/27/2025 | 05/27/2025 | | 246.66 |
| UMB - PCARD | Professional Dues & Members... | 05/27/2025 | 05/27/2025 | | 71.75 |
| UMB - PCARD | Training/Conferences | 05/27/2025 | 05/27/2025 | | 11.00 |
| UMB - PCARD | Training/Conferences | 05/27/2025 | 05/27/2025 | | 33.00 |
| UMB - PCARD | Training/Conferences Hotel &... | 05/27/2025 | 05/27/2025 | | 15.29 |
| UMB - PCARD | Training/Conferences Hotel &... | 05/27/2025 | 05/27/2025 | | 22.21 |
| UMB - PCARD | Training/Conferences | 05/27/2025 | 05/27/2025 | | 515.90 |
| UMB - PCARD | Office Furniture & Supplies | 05/27/2025 | 05/27/2025 | | 21.96 |
| UMB - PCARD | Office Supplies | 05/27/2025 | 05/27/2025 | | 83.64 |
| UMB - PCARD | Software/Hardware Maint | 05/27/2025 | 05/27/2025 | | 81.85 |
| UMB - PCARD | Office Supplies | 05/27/2025 | 05/27/2025 | | 64.99 |
| UMB - PCARD | Office Supplies | 05/27/2025 | 05/27/2025 | | 26.30 |
| UMB - PCARD | Office Supplies Refund | 05/27/2025 | 05/27/2025 | | -64.99 |
| UMB - PCARD | Office Supplies Refund | 05/27/2025 | 05/27/2025 | | -59.99 |
| UMB - PCARD | Training/Conferences | 05/27/2025 | 05/27/2025 | | 15.96 |
| UMB - PCARD | Training/Conferences | 05/27/2025 | 05/27/2025 | | 33.00 |
| UMB - PCARD | Office Furniture | 05/27/2025 | 05/27/2025 | | 111.99 |
| UMB - PCARD | Publications & Printing | 05/27/2025 | 05/27/2025 | | 135.98 |
| UMB - PCARD | Uniforms & Clothing | 05/27/2025 | 05/27/2025 | | 161.99 |
| UMB - PCARD | Uniforms & Clothing | 05/27/2025 | 05/27/2025 | | 19.75 |
| UMB - PCARD | Uniforms/Clothing | 05/27/2025 | 05/27/2025 | | 30.48 |
| UMB - PCARD | Uniforms & Clothing | 05/27/2025 | 05/27/2025 | | 58.99 |
| UMB - PCARD | Training/Conferences | 05/27/2025 | 05/27/2025 | | 100.00 |
| UMB - PCARD | Equipment | 05/27/2025 | 05/27/2025 | | 13.10 |
| UMB - PCARD | Equipment | 05/27/2025 | 05/27/2025 | | 54.32 |
| UMB - PCARD | Equipment | 05/27/2025 | 05/27/2025 | | 227.96 |
| UMB - PCARD | Vehicle Repair | 05/27/2025 | 05/27/2025 | | 219.98 |
| UMB - PCARD | Contractual Services | 05/27/2025 | 05/27/2025 | | 1.00 |
| UMB - PCARD | Contractual Services | 05/27/2025 | 05/27/2025 | | 2.50 |
| UMB - PCARD | Contractual & Advertising & ... | 05/27/2025 | 05/27/2025 | | 59.08 |
| UMB - PCARD | Contractual Services | 05/27/2025 | 05/27/2025 | | 66.00 |
| UMB - PCARD | Training/Conferences Sales Ta... | 05/27/2025 | 05/27/2025 | | -29.10 |
| UMB - PCARD | Training/Conferences | 05/27/2025 | 05/27/2025 | | 373.95 |
| UMB - PCARD | Training/Conferences | 05/27/2025 | 05/27/2025 | | 34.47 |
| UMB - PCARD | Training Conferences Hotel & ... | 05/27/2025 | 05/27/2025 | | 10.18 |
| UMB - PCARD | Vehicle Repair/Maint | 05/27/2025 | 05/27/2025 | | 10.00 |
| UMB - PCARD | Vehicle Repair/Maint | 05/27/2025 | 05/27/2025 | | 10.00 |
| UMB - PCARD | Vehicle Repair/Maint | 05/27/2025 | 05/27/2025 | | 10.00 |
| UMB - PCARD | Vehicle Repair/Maint | 05/27/2025 | 05/27/2025 | | 10.00 |
| UMB - PCARD | Vehicle Repair/Maint | 05/27/2025 | 05/27/2025 | | 10.00 |
| UMB - PCARD | Vehicle Repair/Maint | 05/27/2025 | 05/27/2025 | | 10.00 |
| UMB - PCARD | Vehicle Repair/Maint | 05/27/2025 | 05/27/2025 | | 10.00 |
| UMB - PCARD | Vehicle Repair/Maint | 05/27/2025 | 05/27/2025 | | 10.00 |

AP ORDINANCE

Payment Date

Section VIII, Item A.

25

| Vendor DBA | Description (Item) | Post Date | Payment Date | Project Account Key | Amount |
|--------------------------------------------------------------|-----------------------------------|------------|--------------|---------------------|-----------|
| UMB - PCARD | Vehicle Repair/Maint | 05/27/2025 | 05/27/2025 | | 20.00 |
| UMB - PCARD | Vehicle Repair/Maint | 05/27/2025 | 05/27/2025 | | 10.00 |
| UMB - PCARD | Chemicals | 05/27/2025 | 05/27/2025 | | 329.00 |
| UMB - PCARD | Uniforms/Clothing | 05/27/2025 | 05/27/2025 | | 227.67 |
| UMB - PCARD | Contractual & Advertising & ... | 05/27/2025 | 05/27/2025 | | 76.52 |
| UMB - PCARD | Chemicals | 05/27/2025 | 05/27/2025 | | 31.30 |
| UMB - PCARD | Community Relations/Events | 05/27/2025 | 05/27/2025 | | 24.99 |
| UMB - PCARD | Community Relations/Events | 05/27/2025 | 05/27/2025 | | 76.89 |
| UMB - PCARD | Community Relations/Events | 05/27/2025 | 05/27/2025 | | 33.98 |
| UMB - PCARD | Office Supplies | 05/27/2025 | 05/27/2025 | | 8.98 |
| UMB - PCARD | Rec Concessions | 05/27/2025 | 05/27/2025 | | 165.69 |
| UMB - PCARD | Cleaning Supplies | 05/27/2025 | 05/27/2025 | | 33.74 |
| UMB - PCARD | Cleaning Supplies | 05/27/2025 | 05/27/2025 | | 46.99 |
| UMB - PCARD | Recreational Equip/Supplies | 05/27/2025 | 05/27/2025 | | 50.18 |
| UMB - PCARD | Recreational Equip/Supplies | 05/27/2025 | 05/27/2025 | | 118.09 |
| UMB - PCARD | Recreational Equip/Supplies | 05/27/2025 | 05/27/2025 | | 76.95 |
| UMB - PCARD | Contractual & Advertising & ... | 05/27/2025 | 05/27/2025 | | 76.03 |
| UMB - PCARD | Community Relations-Sales tax.. | 05/27/2025 | 05/27/2025 | | -26.93 |
| UMB - PCARD | Recreational Equip/Supplies | 05/27/2025 | 05/27/2025 | | 170.29 |
| UMB - PCARD | Vehicle Repair/Maint | 05/27/2025 | 05/27/2025 | | 10.00 |
| UMB - PCARD | Office Furniture & Office Suppl.. | 05/27/2025 | 05/27/2025 | | 16.66 |
| UMB - PCARD | Office Supplies | 05/27/2025 | 05/27/2025 | | 13.99 |
| UMB - PCARD | Office Supplies | 05/27/2025 | 05/27/2025 | | 25.96 |
| UMB - PCARD | Office Supplies | 05/27/2025 | 05/27/2025 | | 27.47 |
| UMB - PCARD | Office Supplies | 05/27/2025 | 05/27/2025 | | 36.38 |
| UMB - PCARD | Office Furniture & Office Suppl.. | 05/27/2025 | 05/27/2025 | | 35.50 |
| UMB - PCARD | Office Furniture & Supplies | 05/27/2025 | 05/27/2025 | | 179.00 |
| UMB - PCARD | Cleaning Supplies | 05/27/2025 | 05/27/2025 | | 14.88 |
| UMB - PCARD | Vehicle Repair/Maint | 05/27/2025 | 05/27/2025 | | 10.00 |
| UMB - PCARD | Vehicle Repair/Maint | 05/27/2025 | 05/27/2025 | | 10.00 |
| UMB - PCARD | Training/Conferences | 05/27/2025 | 05/27/2025 | | 103.21 |
| UMB - PCARD | Minor Equip; Tools, Elect | 05/27/2025 | 05/27/2025 | | 88.82 |
| UMB - PCARD | Minor Equip: Tools-Elect | 05/27/2025 | 05/27/2025 | | 50.80 |
| UMB - PCARD | Vehicle/Equipment Repair & ... | 05/27/2025 | 05/27/2025 | | 121.00 |
| UMB - PCARD | Vehicle/Equipment Repair /M... | 05/27/2025 | 05/27/2025 | | 391.45 |
| UMB - PCARD | Office Supplies | 05/27/2025 | 05/27/2025 | | 27.47 |
| UMB - PCARD | Office Supplies | 05/27/2025 | 05/27/2025 | | 7.07 |
| UMB - PCARD | Training/Conferences | 05/27/2025 | 05/27/2025 | | 51.71 |
| UMB - PCARD | Training/Conferences Hotel &... | 05/27/2025 | 05/27/2025 | | 15.32 |
| UMB - PCARD | Training Conferences Hotel/Tr... | 05/27/2025 | 05/27/2025 | | 3.44 |
| UMB - PCARD | Minor Equip/Tools | 05/27/2025 | 05/27/2025 | | 102.41 |
| UMB - PCARD | Construction Materials/Suppli... | 05/27/2025 | 05/27/2025 | | 166.26 |
| UMB - PCARD | Office Supplies | 05/27/2025 | 05/27/2025 | | 7.08 |
| UMB - PCARD | Office Supplies | 05/27/2025 | 05/27/2025 | | 27.48 |
| UMB - PCARD | Training/Conferences Hotel &... | 05/27/2025 | 05/27/2025 | | 15.32 |
| UMB - PCARD | Training/Conferences | 05/27/2025 | 05/27/2025 | | 51.71 |
| UMB - PCARD | Training Conferences Hotel/Tr... | 05/27/2025 | 05/27/2025 | | 3.44 |
| Vendor 2839 - UMB - PCARD Total: | | | | | 8,308.70 |
| Vendor: 1363 - UNITED INDUSTRIES INC | | | | | |
| UNITED INDUSTRIES INC | POOL CHEMICALS | 05/14/2025 | 05/15/2025 | | 2,580.00 |
| Vendor 1363 - UNITED INDUSTRIES INC Total: | | | | | 2,580.00 |
| Vendor: 2286 - UTILITY MAINTENANCE CONTRACTOR | | | | | |
| UTILITY MAINTENANCE CONT... | WATER SERVICE INSTALL | 05/14/2025 | 05/15/2025 | | 9,962.51 |
| Vendor 2286 - UTILITY MAINTENANCE CONTRACTOR Total: | | | | | 9,962.51 |
| Vendor: 2713 - VERSASPORT LLC | | | | | |
| VERSASPORT LLC | PLAYGROUND EQUIPMENT | 05/19/2025 | 05/23/2025 | | 63,153.91 |
| Vendor 2713 - VERSASPORT LLC Total: | | | | | 63,153.91 |
| Vendor: 2466 - WATTS WATER TECHNOLOGIES / WIRED WATTS | | | | | |
| WATTS WATER TECHNOLOGIES | WATER TREATMENT SUPPLIES | 05/20/2025 | 05/23/2025 | | 163.79 |

AP ORDINANCE

Payment Date Section VIII, Item A. 25

| Vendor DBA | Description (Item) | Post Date | Payment Date | Project Account Key | Amount |
|-------------------------------------------------------------|------------------------------|------------|--------------|---------------------|--------------|
| WATTS WATER TECHNOLOGIES | WATER TREATMENT SUPPLIES | 05/20/2025 | 05/23/2025 | | 163.80 |
| Vendor 2466 - WATTS WATER TECHNOLOGIES / WIRED WATTS Total: | | | | | 327.59 |
| Vendor: 0309 - WHJB/SB LEAGUE | | | | | |
| WHJB/SB LEAGUE | WICHITA HEIGHTS LEAGUE TE... | 05/15/2025 | 05/15/2025 | | 765.00 |
| Vendor 0309 - WHJB/SB LEAGUE Total: | | | | | 765.00 |
| Vendor: 2791 - WORKSTEPS, INC | | | | | |
| WORKSTEPS, INC | PRE-EMPLOYMENT SCREENING | 05/19/2025 | 05/23/2025 | | 75.00 |
| WORKSTEPS, INC | PRE-EMPLOYMENT SCREENING | 05/19/2025 | 05/23/2025 | | 75.00 |
| WORKSTEPS, INC | PRE-EMPLOYMENT SCREENING | 05/19/2025 | 05/23/2025 | | 75.00 |
| Vendor 2791 - WORKSTEPS, INC Total: | | | | | 225.00 |
| Grand Total: | | | | | 1,661,959.98 |

Report Summary

Fund Summary

| Fund | Payment Amount |
|-----------------------------------|---------------------|
| 100 - General Fund | 337,155.11 |
| 200 - Special Street & Highway | 32,409.61 |
| 320 - Capital Projects Fund 2 | 1,115,961.77 |
| 355 - Capital Improvement Reserve | 5,963.04 |
| 520 - Water Utility | 109,038.71 |
| 530 - Sewer Utility | 61,431.74 |
| Grand Total: | 1,661,959.98 |

Account Summary

| Account Number | Account Name | Payment Amount |
|------------------|--------------------------|----------------|
| 100-000-000-2014 | FEDERAL TAX PAYABLE | 7,448.83 |
| 100-000-000-2016 | SOCIAL SECURITY PAYAB... | 12,232.42 |
| 100-000-000-2018 | MEDICARE PAYABLE | 2,860.84 |
| 100-000-000-2020 | STATE TAX PAYABLE | 4,586.29 |
| 100-000-000-2022 | KPERS 1 PAYABLE | 889.30 |
| 100-000-000-2024 | KPERS 2 PAYABLE | 1,986.20 |
| 100-000-000-2026 | KPERS 3 PAYABLE | 7,088.40 |
| 100-000-000-2028 | KP&F PAYABLE | 11,478.32 |
| 100-000-000-2034 | 457 DEFERRED COMP P... | 1,152.00 |
| 100-000-000-2048 | MEDICAL INS PREMIUMS... | 50,800.31 |
| 100-000-000-2062 | FSA HEALTH PAYABLE | 948.94 |
| 100-000-000-4400 | RECREATION PROGRAM ... | 45.00 |
| 100-100-110-6014 | OFFICE SUPPLIES | 591.73 |
| 100-100-110-6030 | ADVERTISING & MARKET... | 20.00 |
| 100-100-110-6046 | TRAINING/CONFERENCES | 89.99 |
| 100-100-110-6604 | VEHICLE REPAIR/MAINT | 516.86 |
| 100-100-110-7028 | LIABILITY INSURANCE | 5,915.19 |
| 100-100-110-7046 | COMMUNICATION SERV... | 71.35 |
| 100-100-110-7800 | ENGINEERING SERVICES | 2,510.45 |
| 100-100-130-6008 | PROFESSIONAL DUES/M... | 71.75 |
| 100-100-130-6038 | MERCHANDISE TSF OR D... | 72.00 |
| 100-100-130-6046 | TRAINING/CONFERENCES | 44.00 |
| 100-100-130-7028 | LIABILITY INSURANCE | 1,567.09 |
| 100-100-140-6028 | PUBLICATIONS/PRINTING | 66.91 |
| 100-100-140-6048 | TRAINING/CONFERENCE... | 553.40 |
| 100-100-140-7028 | LIABILITY INSURANCE | 4,701.28 |
| 100-100-150-6014 | OFFICE SUPPLIES | 105.60 |
| 100-100-150-7028 | LIABILITY INSURANCE | 4,701.28 |
| 100-100-150-7046 | COMMUNICATION SERV... | 26.76 |
| 100-100-160-7016 | SOFTWARE/HARDWARE... | 81.85 |
| 100-100-160-7028 | LIABILITY INSURANCE | 3,134.19 |
| 100-100-160-7046 | COMMUNICATION SERV... | 26.76 |
| 100-100-170-6014 | OFFICE SUPPLIES | -33.69 |
| 100-100-170-6046 | TRAINING/CONFERENCES | 113.96 |
| 100-100-170-7028 | LIABILITY INSURANCE | 1,567.09 |
| 100-120-240-6016 | OFFICE FURNITURE | 111.99 |
| 100-120-240-6028 | PUBLICATIONS/PRINTING | 135.98 |
| 100-120-240-6038 | MERCHANDISE TSF OR D... | 72.00 |
| 100-120-240-6040 | UNIFORMS/CLOTHING | 271.21 |
| 100-120-240-6046 | TRAINING/CONFERENCES | 100.00 |
| 100-120-240-6600 | EQUIPMENT | 295.38 |
| 100-120-240-6604 | VEHICLE REPAIR/MAINT | 219.98 |
| 100-120-240-7024 | CONTRACTUAL SERVICES | 128.58 |
| 100-120-240-7028 | LIABILITY INSURANCE | 2,350.64 |
| 100-120-240-7046 | COMMUNICATION SERV... | 53.51 |
| 100-120-240-7064 | INMATE HOUSING FEES | 62.70 |
| 100-120-250-6038 | MERCHANDISE TSF OR D... | 72.00 |

Account Summary

| Account Number | Account Name | Payment Amount |
|------------------|--------------------------|----------------|
| 100-120-250-6040 | UNIFORMS/CLOTHING | 546.94 |
| 100-120-250-6046 | TRAINING/CONFERENCES | 379.32 |
| 100-120-250-6048 | TRAINING/CONFERENCE... | 10.18 |
| 100-120-250-6300 | POLICE SUPPLIES | 84.56 |
| 100-120-250-6604 | VEHICLE REPAIR/MAINT | 228.97 |
| 100-120-250-7024 | CONTRACTUAL SERVICES | 520.56 |
| 100-120-250-7028 | LIABILITY INSURANCE | 66,867.48 |
| 100-120-250-7046 | COMMUNICATION SERV... | 356.77 |
| 100-130-330-6004 | CHEMICALS | 2,909.00 |
| 100-130-330-6040 | UNIFORMS/CLOTHING | 401.67 |
| 100-130-330-7028 | LIABILITY INSURANCE | 1,537.00 |
| 100-130-330-8010 | PUBLIC GROUNDS IMPR... | 2,090.00 |
| 100-130-340-6038 | MERCHANDISE TSF OR D... | 1,059.25 |
| 100-130-340-7024 | CONTRACTUAL SERVICES | 76.52 |
| 100-130-350-6004 | CHEMICALS | 31.30 |
| 100-130-350-6008 | PROFESSIONAL DUES/M... | 765.00 |
| 100-130-350-6010 | COMMUNITY RELATION... | 135.86 |
| 100-130-350-6014 | OFFICE SUPPLIES | 8.98 |
| 100-130-350-6022 | REC CONCESSIONS | 165.69 |
| 100-130-350-6028 | PUBLICATIONS/PRINTING | 194.07 |
| 100-130-350-6034 | CLEANING SUPPLIES | 80.73 |
| 100-130-350-6056 | PETROLEUM PRODUCTS | 61.81 |
| 100-130-350-6400 | RECREATIONAL EQUIP/S... | 415.86 |
| 100-130-350-7024 | CONTRACTUAL SERVICES | 151.03 |
| 100-130-350-7028 | LIABILITY INSURANCE | 20,940.10 |
| 100-130-360-6010 | COMMUNITY RELATION... | -26.93 |
| 100-130-360-7046 | COMMUNICATION SERV... | 89.19 |
| 100-140-440-7028 | LIABILITY INSURANCE | 128.00 |
| 100-150-510-6040 | UNIFORMS/CLOTHING | 292.23 |
| 100-150-510-6056 | PETROLEUM PRODUCTS | 264.98 |
| 100-150-510-6100 | CONSTRUCTION MATER... | 259.13 |
| 100-150-510-6400 | RECREATIONAL EQUIP/S... | 170.29 |
| 100-150-510-6604 | VEHICLE REPAIR/MAINT | 145.75 |
| 100-150-510-7024 | CONTRACTUAL SERVICES | 7.58 |
| 100-150-510-7028 | LIABILITY INSURANCE | 9,212.70 |
| 100-150-510-7046 | COMMUNICATION SERV... | 63.68 |
| 100-150-510-8006 | PARK EQUIPMENT | 63,153.91 |
| 100-160-610-6028 | PUBLICATIONS/PRINTING | 166.75 |
| 100-160-610-6604 | VEHICLE REPAIR/MAINT | 10.00 |
| 100-160-610-7028 | LIABILITY INSURANCE | 13,276.46 |
| 100-160-610-7046 | COMMUNICATION SERV... | 89.19 |
| 100-190-910-6014 | OFFICE SUPPLIES | 120.46 |
| 100-190-910-6016 | OFFICE FURNITURE | 35.50 |
| 100-190-910-6018 | OFFICE EQUIPMENT | 179.00 |
| 100-190-910-6026 | POSTAGE | 200.00 |
| 100-190-910-6034 | CLEANING SUPPLIES | 583.46 |
| 100-190-910-6604 | VEHICLE REPAIR/MAINT | 20.00 |
| 100-190-910-7024 | CONTRACTUAL SVCS | 759.51 |
| 100-190-910-7028 | LIABILITY INSURANCE | 16,029.00 |
| 200-000-000-2014 | FEDERAL TAX PAYABLE | 130.60 |
| 200-000-000-2016 | SOCIAL SECURITY PAYAB... | 273.58 |
| 200-000-000-2018 | MEDICARE PAYABLE | 63.98 |
| 200-000-000-2020 | STATE TAX PAYABLE | 79.93 |
| 200-000-000-2022 | KPERS 1 PAYABLE | 395.59 |
| 200-000-000-2048 | MEDICAL INS PREMIUMS... | 3,063.02 |
| 200-210-200-6040 | UNIFORMS/CLOTHING | 170.88 |
| 200-210-200-6046 | TRAINING/CONFERENCES | 103.21 |
| 200-210-200-6054 | MINOR EQUIP: TOOLS,E... | 139.62 |

Account Summary

| Account Number | Account Name | Payment Amount |
|------------------|--------------------------|----------------|
| 200-210-200-6056 | PETROLEUM PRODUCTS | 448.53 |
| 200-210-200-6602 | VEH/EQUIP REPAIRS & ... | 512.45 |
| 200-210-200-6604 | VEHICLE REPAIR/MAINT | 145.74 |
| 200-210-200-7024 | CONTRACTUAL SERVICES | 7.59 |
| 200-210-200-7028 | LIABILITY INSURANCE | 15,623.70 |
| 200-210-200-7040 | STREET LIGHTING | 9,642.57 |
| 200-210-200-7046 | COMMUNICATION SERV... | 63.68 |
| 200-210-200-7048 | UTILITIES | 83.06 |
| 200-210-200-8014 | STREET IMPROVEMENTS | 1,461.88 |
| 320-320-320-8860 | INSPECTION - WATER | 25,438.70 |
| 320-320-320-8861 | INSPECTION - SEWER | 1,695.00 |
| 320-320-320-8862 | INSPECTION - PAVING | 25,218.56 |
| 320-320-320-8882 | CONSTRUCTION - PAVING | 96,080.45 |
| 320-320-320-8883 | CONSTRUCTION - DRAIN... | 177,442.20 |
| 320-320-320-8886 | CONSTRUCTION - STRUC... | 780,014.15 |
| 320-320-320-8891 | OWNER'S REP | 10,072.71 |
| 355-355-355-8014 | STREET IMPROVEMENTS | 5,963.04 |
| 520-000-000-2014 | FEDERAL TAX PAYABLE | 440.49 |
| 520-000-000-2016 | SOCIAL SECURITY PAYAB... | 1,111.88 |
| 520-000-000-2018 | MEDICARE PAYABLE | 260.08 |
| 520-000-000-2020 | STATE TAX PAYABLE | 379.88 |
| 520-000-000-2022 | KPERS 1 PAYABLE | 183.68 |
| 520-000-000-2024 | KPERS 2 PAYABLE | 312.78 |
| 520-000-000-2026 | KPERS 3 PAYABLE | 1,033.72 |
| 520-000-000-2048 | MEDICAL INS PREMIUMS... | 4,288.37 |
| 520-210-520-2006 | STATE SALES TAX COLLE... | 1,009.32 |
| 520-210-520-2008 | WAT PROTECTION FEE P... | 1,491.29 |
| 520-210-520-2010 | CLEAN WATER FEE PAYA... | 453.64 |
| 520-210-520-6014 | OFFICE SUPPLIES | 34.54 |
| 520-210-520-6028 | PUBLICATIONS/PRINTING | 1,291.38 |
| 520-210-520-6038 | MERCHANDISE TSF OR D... | 72.00 |
| 520-210-520-6040 | UNIFORMS/CLOTHING | 557.58 |
| 520-210-520-6046 | TRAINING/CONFERENCES | 67.03 |
| 520-210-520-6048 | TRAINING/CONFERENCE... | 3.44 |
| 520-210-520-6054 | MINOR EQUIP: TOOLS,E... | 102.41 |
| 520-210-520-6056 | PETROLEUM PRODUCTS | 238.63 |
| 520-210-520-6100 | CONSTRUCTION MATER... | 166.26 |
| 520-210-520-6500 | WATER SYSTEM SUPPLIES | 4,651.90 |
| 520-210-520-6604 | VEHICLE REPAIR/MAINT | 145.74 |
| 520-210-520-6802 | WATER SYSTEM MAINT/... | 9,962.51 |
| 520-210-520-7024 | CONTRACTUAL SERVICES | 82.59 |
| 520-210-520-7028 | LIABILITY INSURANCE | 35,844.68 |
| 520-210-520-7046 | COMMUNICATION SERV... | 307.80 |
| 520-210-520-7058 | WATER PURCHASED | 41,381.30 |
| 520-210-520-7060 | WATER TREATMENT OP... | 3,163.79 |
| 530-000-000-2014 | FEDERAL TAX PAYABLE | 879.96 |
| 530-000-000-2016 | SOCIAL SECURITY PAYAB... | 1,385.52 |
| 530-000-000-2018 | MEDICARE PAYABLE | 324.00 |
| 530-000-000-2020 | STATE TAX PAYABLE | 521.26 |
| 530-000-000-2022 | KPERS 1 PAYABLE | 395.60 |
| 530-000-000-2026 | KPERS 3 PAYABLE | 1,535.81 |
| 530-000-000-2048 | MEDICAL INS PREMIUMS... | 5,627.28 |
| 530-210-530-6014 | OFFICE SUPPLIES | 34.56 |
| 530-210-530-6028 | PUBLICATIONS | 1,023.43 |
| 530-210-530-6040 | UNIFORMS/CLOTHING | 299.90 |
| 530-210-530-6046 | TRAINING/CONFERENCES | 67.03 |
| 530-210-530-6048 | TRAINING/CONFERENCE... | 3.44 |
| 530-210-530-6056 | PETROLEUM PRODUCTS | 164.84 |

Account Summary

| Account Number | Account Name | Payment Amount |
|---------------------|--------------------------|---------------------|
| 530-210-530-6604 | VEHICLE REPAIR/MAINT | 145.74 |
| 530-210-530-6806 | LIFT STATION OPERATIO... | 6,801.74 |
| 530-210-530-7024 | CONTRACTUAL SERVICES | 7.59 |
| 530-210-530-7026 | WASTEWATER SAMPLIN... | 1,590.00 |
| 530-210-530-7028 | LIABILITY INSURANCE | 29,256.12 |
| 530-210-530-7046 | COMMUNICATION SERV... | 152.87 |
| 530-210-530-7052 | SEWER TREATMENT OP... | 2,983.80 |
| 530-210-530-7800 | ENGINEERING SERVICES | 8,231.25 |
| Grand Total: | | 1,661,959.98 |

Project Account Summary

| Project Account Key | Payment Amount |
|---------------------|---------------------|
| **None** | 540,035.17 |
| 001-8886 | 780,014.15 |
| 001-8891 | 10,072.71 |
| 006-8860 | 23,459.52 |
| 006-8861 | 1,695.00 |
| 006-8862 | 4,474.40 |
| 007-8862 | 18,771.26 |
| 007-8882 | 92,551.95 |
| 007-8883 | 177,442.20 |
| 012-8860 | 1,979.18 |
| 012-8862 | 1,972.90 |
| 012-8882 | 3,528.50 |
| 021-8832 | 5,963.04 |
| Grand Total: | 1,661,959.98 |



City of Bel Aire, KS

Payroll Check Register

Section VIII, Item A.

Report Summary

Pay Period: 5/3/2025-5/16/2025

Packet: PYPKT00147 - PP 05/03/25-05/16/25:PAID 05/22/2025
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 | 72 | 88,559.25 |
| Total | 72 | 88,559.25 |

Approved 5/30/25

AP ORD 25-10 Total Expenses: \$1,750,519.23

Special Assessment Project Costs: \$325,874.91

Barry Smith

City of Bel Aire, Kansas

STAFF REPORT

DATE: May 21, 2025

TO: City Council

FROM: Ted Henry, City Manager

SUB: WAM Investments Phase 1 LOI



In 2019, the City issued an Industrial Revenue Bond (IRB) for WAM Investments LLC. The Letter of Intent (LOI) required WAM to make a capital investment of \$1,750,000 and add 12 full-time employees. The IRB and associated tax abatements were granted for a total of 10 years, with a 95% ad valorem property tax exemption for the first 5-year term, followed by a 50% ad valorem property tax exemption for the additional 5-year term. The LOI stipulated that at the 5-year mark, the City would review WAM's compliance. If the capital investment and job creation targets were met, the Council would consider extending the tax abatements for the final 5 years.

As of today, Phase 1 of WAM Investments has an appraised value of \$2,425,200, and 48 new jobs have been created, well beyond the initial projection. Overall, the project has been a success. WAM Investments has provided valuable services to our city by constructing medium-sized mixed-use commercial spaces. For example, home-based businesses that have outgrown their initial setups can expand in Bel Aire instead of relocating to Wichita or other areas. WAM has met the capital investment and job creation requirements. Therefore, I recommend approving the additional 5-year tax abatement extension.

(Published at www.belaireks.gov on June, _____, 2025.)

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A 5-YEAR PARTIAL
ABATEMENT OF AD VALOREM TAXES FOR WAM
INVESTMENTS #11 LLC., AND AUTHORIZING CITY
MANAGER TO IMPLEMENT ALL RELATED PROVISIONS.**

WHEREAS, the City of Bel Aire, Kansas (hereinafter referred to as “City”) desires to promote, stimulate and develop the general welfare and prosperity of the City of Bel Aire, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

WHEREAS, the City previously issued an Industrial Revenue Bond for WAM Investments #11 LLC., (hereinafter referred to as “WAM”) on November 17, 2020, through Ordinance No. 662. Since then, WAM has constructed facilities having a total appraised value of \$2,425,200 (the Project) and has created 48 new jobs, with both criteria exceeding the development targets created by the City Council in 2020; WAM has provided valuable services to the City by constructing medium-sized mixed-use commercial spaces; and

WHEREAS, the City Council has determined that extending to WAM a 50% ad valorem tax abatement for an additional 5 years would continue to stimulate growth, encourage further investment, and provide benefits to the City and its residents, in alignment with the City’s long-term economic development goals; and

WHEREAS, the City Manager has recommended that the City Council authorize the extension to WAM of a 50% tax abatement for the Project for 5 years, commencing on the 6th calendar year after the year in which the 2020 Industrial Revenue Bonds were issued in accordance with the Letter of Intent with WAM; therefore:

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

Section 1. City agrees to authorize a 50% ad valorem property tax abatement, subject to K.S.A. 72-8801, to extend for 5 years, commencing on the 6th calendar year after the year in which the 2020 Industrial Revenue Bonds were issued for WAM Investments #11 LLC’s Project.

Section 2. The City Manager or designee is authorized and directed to take all actions necessary to implement this resolution’s directive in Section 1, including execution of other documents or certificates as may be necessary or desirable to carry out the provisions of this resolution.

39 Section 3. The City Manager or designee is further authorized to deliver copies of this
40 resolution to all parties involved in the 5-year extension of a 50% ad valorem property tax
41 abatement for WAM's Project as described in Section 1.

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

44 Section 5. Publication. The City Clerk shall cause this resolution, as soon as practicable after
45 it has been passed and approved, to be published on the City's website as the designated official city
46 newspaper.

47
48
49 [Remainder of this page intentionally left blank]

PASSED, ADOPTED, AND APPROVED by the Governing Body of the City of Bel Aire,
Kansas on the 3rd day of June, 2025.

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk

APPROVED AS TO FORM ONLY:

Maria A. Schrock, City Attorney

(Published in *The Ark Valley News*, November 26, 2020)

ORDINANCE NO. 662

AN ORDINANCE AUTHORIZING THE CITY OF BEL AIRE, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2020 (WAM INVESTMENTS #11, LLC) FOR THE PURPOSE OF THE ACQUISITION, OF LAND, CONSTRUCTION AND EQUIPPING OF MULTI-UNIT COMMERCIAL BUILDINGS; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

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

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

B. The Issuer's governing body has determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds, Series 2020 (WAM Investments #11, LLC) dated December 8, 2020 in the aggregate principal amount of not to exceed \$3,000,000 (the "Series 2020 Bonds"), for the purpose of paying the costs of the acquisition, construction and equipping of a certain manufacturing and warehousing facility (the "Project") as more fully described in the Bond Agreement and in the Lease authorized in this Ordinance, for lease to WAM Investments #11, LLC, a Kansas Limited Liability Company (the "Tenant").

C. The Issuer's governing body finds that it is necessary and desirable in connection with the issuance of the Series 2020 Bonds to execute and deliver the following documents (collectively, the "Bond Documents"):

- (i) a Bond Agreement dated as of December 1, 2020 (the "Bond Agreement"), among the Issuer, the Tenant and Security Bank of Kansas City, Kansas City, Kansas (the "Bank") prescribing the terms and conditions of issuing and securing the Series 2020 Bonds;
- (ii) a Site Lease dated as of December 1, 2020 (the "Lease") with the Tenant under which the Issuer will acquire a leasehold interest in the real property on which the Project will be located;
- (iii) a Lease dated as of December 1, 2020 (the "Lease"), with the Tenant, under which the Issuer will acquire, construct and equip the Project and lease to the Tenant in consideration of Basic Rent and other payments; and
- (iv) an Agreement for Payment in Lieu of Taxes (the "Agreement for Payment in Lieu of Taxes") with the Tenant, under which the Tenant will make certain payments in lieu of taxes for each year after issuance of the Series 2020 Bonds that the Project is exempt from ad valorem taxation.

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

Section 1. **Definition of Terms.** All terms and phrases not otherwise defined in this Ordinance will have the meanings set forth in the Bond Agreement and the Lease.

Section 2. **Authority to Cause the Project to Be Purchased and Constructed.** The Issuer is authorized to cause the Project to be acquired, constructed and equipped in the manner described in the Bond Agreement and the Lease.

Section 3. **Authorization of and Security for the Bonds.** The Issuer is authorized and directed to issue the Series 2020 Bonds, to be designated "City of Bel Aire Kansas Taxable Industrial Revenue Bonds, Series 2020 (WAM Investments #11, LLC)" in the aggregate principal amount of not to exceed \$3,000,000, for the purpose of providing funds to pay the costs of the acquisition, construction and equipping of the Project. The Series 2020 Bonds will be dated and bear interest, will mature and be payable at such times, will be in such forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Bond Agreement. The Series 2020 Bonds will be special limited obligations of the Issuer payable solely from the revenues derived from the Lease of the Project. The Series 2020 Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer, and will not be payable in any manner by taxation.

Section 4. **Authorization of Bond Agreement.** The Issuer is authorized to enter into the Bond Agreement with the Bank and the Tenant in the form approved in this Ordinance. The Issuer will issue and sell the Bonds and provide for payment of the Bonds and interest thereon from the revenues derived by the Issuer under the Lease and other moneys as described in the Bond Agreement, all on the terms and conditions in the Bond Agreement.

Section 5. **Lease of the Project.** The Issuer will acquire, construct and equip the Project and lease it to the Tenant according to the provisions of the Lease in the form approved in this Ordinance.

Section 6. **Execution of Bonds and Bond Documents.** The Mayor of the Issuer is authorized and directed to execute the Series 2020 Bonds and deliver them to the Bank for authentication on behalf of the Issuer in the manner provided by the Act and in the Bond Agreement. The Mayor or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in substantially the forms presented for review prior to passage of this Ordinance, with such corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series 2020 Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

Section 7. **Property Tax Exemption; Payment in Lieu of Taxes.** The Issuer's governing body conditionally approves a 95% ad valorem property tax exemption on the Bond-financed property, for a five-year term, with a 50% ad valorem property tax exemption for an additional five year term to be considered thereafter, at the discretion of the Issuer's governing body, commencing in the calendar year after the calendar year in which the Series 2020 Bonds are issued, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto. The Tenant will prepare the application for exemption and submit it to the Issuer for its review. After

its review, the Issuer will submit the application for exemption to the State Board of Tax Appeals. The Issuer is authorized to enter into the Agreement for Payment in Lieu of Taxes in substantially the form presented for review prior to passage of this Ordinance.

Section 8. **Pledge of the Project and Net Lease Rentals.** The Issuer hereby pledges the Project the net rentals generated under the Lease to the payment of the Series 2020 Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Series 2020 Bonds are paid or deemed to been paid in accordance with the terms of the Bond Agreement.

Section 9. **Authority To Correct Errors, Etc.** The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of said instruments or to the provisions of this Ordinance.

Section 10. **Further Authority.** The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series 2020 Bonds and the Bond Documents.

Section 11. **Effective Date.** This Ordinance shall take effect after its passage by the governing body of the Issuer, signature by the Mayor and publication once in the Issuer's official newspaper.


[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

PASSED by the governing body of the Issuer on November 17, 2020 and SIGNED by the Mayor.

(SEAL)

ATTEST:




Mayor


City Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

May 21, 2019

WAM Investments #11, LLC
1625 N. Waterfront Parkway, Suite 220
Wichita, Kansas 67206

Re: Letter of Intent to Issue IRB’s and Provide Other Incentives for Bel Aire Industrial Park commercial strip center project.

Dear Mr. Madsen,

Subject to formal IRB document approval by the City Council of Bel Aire, this Letter of Intent with WAM Investments #11, LLC is submitted in order to set forth the agreement of the parties concerning the principal elements of WAM Investments #11, LLC commitment to the City of Bel Aire and the City’s intent to provide the incentives outlined herein, including the issuance of Industrial Revenue Bonds pursuant to K.S.A. 12-1740 et seq., to construct three buildings containing approximately 34,000 square feet in the Bel Aire Industrial Park. This Letter of Intent is subject in all respects to subsequent actions by the City Council to authorize specific incentives outlined herein and does not constitute a binding obligation of the parties, until such actions have been taken and all documents contemplated herein are executed. Absent subsequent rescission or extension by action of the Governing Body, this Letter of Intent to issue bonds and provide other incentives will remain in effect for six months, unless extended by the parties. This Letter of Intent is void if not signed and accepted within 30 days from the date of Mayors signing.

I. Industrial Revenue Bonds

At the option of WAM Investments #11, LLC, the City intends to authorize the issuance of tax exempt Industrial Revenue Bonds (“bonds” or “IRB’s”) to finance the cost of land, equipping and constructing multi-unit commercial buildings for an aggregate total not to exceed \$3,000,000.00.

The Industrial Revenue Bonds will be privately placed by WAM Investments #11, LLC to its lenders.

II. Other Incentives:

The City will assess a 1% origination fee due at closing.

The City Council hereby conditionally approves a 95% ad valorem property tax exemption on the Bond-financed property, for a five year term, with an additional five year term to be a 50% ad valorem property tax exemption, all subject to the Tenant’s ongoing compliance with the City’s Economic Development Policy as well as conditions included

in this LOI. Under state law, no exemption may be granted from the ad valorem property tax levied by a school district for the capital outlay fund pursuant to the provisions of K.S.A. 72-8801, which levy may not exceed 8 mills.

The property tax exemption is based on the assessed valuation of the current property tax which is payable for that year.

The City Council hereby conditionally approves a sales tax exemption in connection with the purchase of materials and equipment used in construction and equipping of the project based on IRB statutes of the State of Kansas.

III. Other Conditions:

Closing of the IRB and issuance is subject to negotiation of the IRB bond documents, compliance with state law and City ordinances and policies for the issuance of the IRB bonds, and receipt of commitments for the purchase of IRB bonds from lenders.

Negotiation of a lease agreement.

Preparation of appropriate bond ordinance.

Execution of guarantees for payment of bonds to the extent required by the owner of the bonds.

The applicant will acquire land with legal description of Lot 1 Block 2, Lot 2 Block 2, and Reserve A, Bel Aire Industrial Park Addition, Bel Aire, Sedgwick County, Kansas on or before the issuance of the bonds.

The applicant will identify all members of WAM Investments #11, LLC and their portion of equity as well as officers. The applicant will notify the City of any changes in ownership or officers as long as the bonds are outstanding.

The applicant will provide the City with a copy of its current financial statements as well as loan commitments from WAM Credit Facility #1 and WAM Credit Facility #2 to disclose cash available to fund the project along with a statement that both credit facilities have cash in bank available sufficient to fund the commitments. The applicant will also provide financial projections for the project.

Agreement to pay all costs incurred by the City for processing the application and issuance of the bonds.

Agreement to pay the City an Administrative fee of \$500.00 per year for the time period in which the bonds are outstanding.

An agreement that prior to the issuance of the bonds, the prospective tenant will obtain a suitable commitment for a policy of title insuring the title of any real property conveyed to the City in connection with the financing.

This agreement only covers the proposed Phase I attached as Exhibit 1. This drawing does include future Phase II, but Phase II is excluded form this agreement.

WAM Investments #11, LLC will cooperate with any annual compliance procedures the City may require in compliance with the Lease Agreements and IRB's including any annual reports required of the applicant as well as any inspections of the applicant's premises or interviews with the applicant's staff.

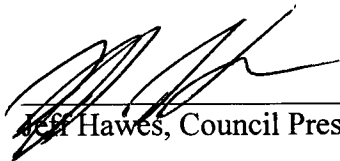
The City may revoke any ad valorem property tax abatement or impose a payment in lieu of taxes in the amount of any ad valorem property taxes abated in the event the City Council finds, that during the fifth year, WAM Investments #11, LLC did not achieve its capital investment of \$1,750,000.00 and average employment goal of 12 full time employees for that year.

The applicant will continue using the property as a commercial establishment.

IV. Assignment of Letter of Intent

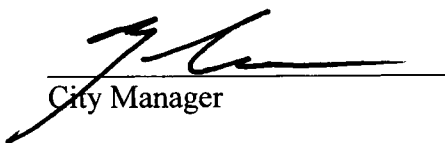
The Letter of Intent is not assignable by WAM Investments #11, LLC, without the City's expressed written approval.

Sincerely,


Jeff Hawes, Council President

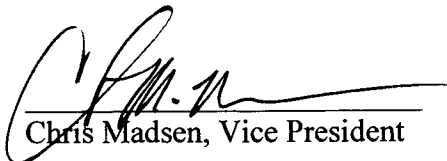
5.21.19
Date

Attest:


City Manager

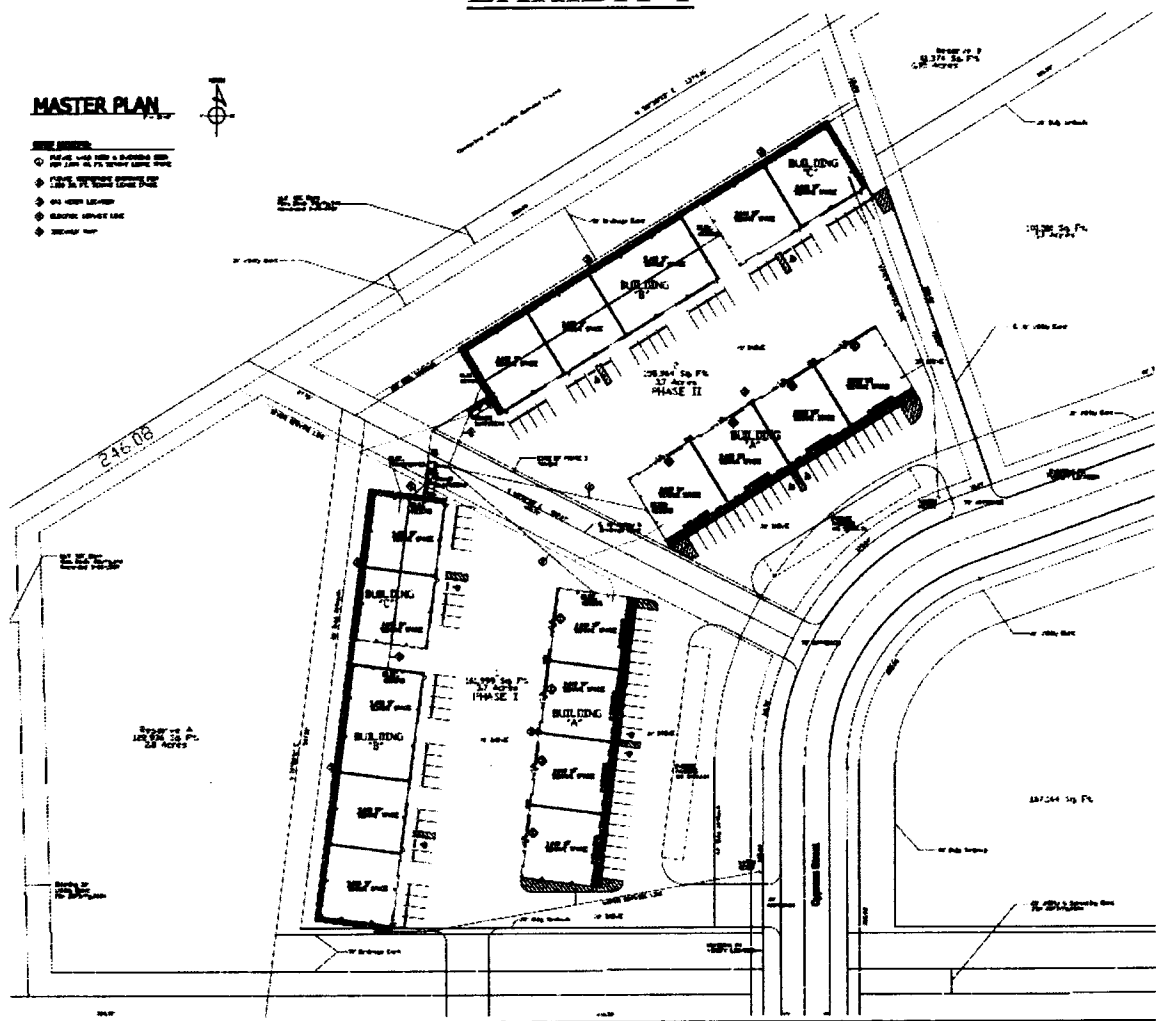
Accepted:

WAM Investments #11, LLC


Chris Madsen, Vice President

5/23/2019
Date

EXHIBIT 1



Gilmore & Bell, P.C.
5/28/2019

RESOLUTION NO. R-19-01

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAX-EXEMPT INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION, RENOVATION AND EQUIPPING OF A COMMERCIAL FACILITY TO BE LOCATED IN SAID CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

WHEREAS, the City of Bel Aire, Kansas (the "Issuer") desires to promote, stimulate and develop the general economic welfare and prosperity of the City of Bel Aire, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the Issuer is authorized to issue revenue bonds for such purposes, and it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that revenue bonds of the Issuer in the not to exceed principal amount of \$3,000,000 be authorized and issued, in one or more series, to provide funds to pay the costs of the acquisition of land, and thereon the construction and equipping of multi-unit commercial buildings (the "Project") to be located in the Issuer and to be leased by the Issuer to WAM Investments #11, LLC, a Kansas corporation, or another legal entity to be formed by the principals of WAM Investments #11, LLC (the "Tenant").

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

Section 1. Public Purpose. The governing body of the Issuer hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the Issuer, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas.

Section 2. Authorization to Acquire Project; Intent to Issue Bonds. The Issuer is hereby authorized to proceed with the acquisition, construction and equipping of the Project and to issue its revenue bonds, in one or more series, in the not to exceed principal amount of \$3,000,000 (the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. Conditions to Issuance of Bonds. The issuance of the Bonds is subject to: (a) the passage of an ordinance authorizing the issuance of the Bonds; (b) the successful negotiation of a Bond Agreement, Guaranty Agreement, Lease or other legal documents necessary to accomplish the issuance of the Bonds, the terms of which shall be in compliance with the Act and mutually satisfactory to the Issuer and the Tenant; (c) the successful negotiation and sale of the Bonds to a purchaser or purchasers yet to be determined; (d) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the Issuer, the Tenant and the Purchaser; (e) the obtaining of all necessary governmental approvals to the issuance of the Bonds; (f) the commitment to and payment by the Tenant or Purchaser of all

expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the Issuer and the Issuer Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals; and (g) the satisfactory negotiation of an agreement with the Tenant relating to the payment or exemption of all or a portion of property taxes assessed against the Project after issuance of the Bonds.

Section 4. Notices. The Clerk is hereby authorized and directed to publish an appropriate notice of intent to issue the Bonds and to enter into a Lease with the Tenant pursuant to the provisions of the Act and to publish a notice of public hearing with respect to the granting of a complete or partial property tax exemption as required by Kansas law.

Section 5. Sales Tax Exemption. The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the “Sales Tax Act”), particularly 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore. In the event that the Bonds are not issued for any reason, the Tenant will not be entitled to a sales tax exemption under the terms of the Sales Tax Act and will remit to the State Department of Revenue all sales taxes that were not paid due to reliance on the sales tax exemption certificate granted hereunder.

Section 6. Reliance by Tenant; Limited Liability of Issuer. It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds. Proceeds of Bonds may be used to reimburse the Tenant for such expenditures made prior to the date this Resolution is adopted. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the Issuer from the Project and not from any other fund or source. The Issuer shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the Issuer shall have no liability to the Tenant.

Section 7. Further Action. The Clerk is hereby authorized to deliver an executed copy of this Resolution to the Tenant. The Mayor, Clerk and other officials and employees of the Issuer, including the Issuer’s counsel and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) cooperate with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property; (b) execution on behalf of the Issuer of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act; and (c) cooperate with the Tenant to maintain any *ad valorem* property tax exemption for the Project and related facilities, and execute such documents in connection therewith as are approved by the City Attorney.

Section 8. Effective Date. This resolution shall become effective upon adoption by the Governing Body and shall remain in effect until December 4, 2019, unless extended by affirmative vote of a majority of the Governing Body.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City of Bel Aire, Kansas on June 4, 2019.

[SEAL]

Attest:

Michelle A. Kuhlke
Clerk



[Signature]
Mayor

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Issuer adopted by the governing body on June 4, 2019, as the same appears of record in my office.

DATED: the 4th of June, 2019.

Michelle A. Kuhlke
Clerk

REQUEST FOR PROJECT EXEMPTION CERTIFICATE

Kansas Department of Revenue
Tax Policy Group
915 SW Harrison St.
Topeka, KS 66612-1588

Date June 7, 2019
Telephone: 785-296-3041
Fax: 785-296-7928

It is requested that a Certificate of Exemption be issued to the Petitioning Authority for the following described project if it is determined by the Department of Revenue that the proposed project qualifies for exemption from sales tax under the provisions of K.S.A. 79-3606(d) - public or private nonprofit hospital, elementary or secondary school, educational institution, political subdivisions of the state of Kansas and state correctional institutions; K.S.A. 79-3606(e) - United States Government, its agencies or instrumentalities; K.S.A. 79-3606(xx) - 501(c)(3) nonprofit zoo; K.S.A. 79-3606(aaa) - 501(c)(3) religious organization; K.S.A. 79-3606(ccc) - 501(c)(3) primary care clinic; K.S.A. 79-3606(iii) non-profit food distribution center; K.S.A. 79-3606(qqq) - TLC for Children and Families, Inc.; K.S.A. 79-3606(sss) non-profit charitable family providers; K.S.A. 79-3606(ttt) museum within a designated qualified hometown or K.S.A. 79-3606(uuu) Kansas Children's Service League.

- (A) Type of project: Industrial Revenue Bonds/multi-unit commercial real facility of approximately 34,000 sq ft
Describe work to be done
1. Present use of facility: None; new construction
2. Proposed use of facility after project: Lease to commercial tenants
- (B) Project location: 46th and Cypress Streets in the Bel Aire Industrial Park, Bel Aire, Kansas 67226
Building Number, Street Address, City, State, and Zip Code
- (C) Is this project being constructed as part of a business enterprise whose sales are subject to sales tax (e.g., municipal water, electric or gas companies)? ☐ Yes ☒ No
- (D) Is the Petitioning Authority authorized to levy ad valorem taxes on tangible property? ☒ Yes ☐ No
- (E) 1. Is this project being totally financed by industrial revenue bonds? ☒ Yes ☐ No
2. Is this project being partially financed by industrial revenue bonds? ☐ Yes ☒ No
3. Amount of bonds being issued for project: \$3,000,000

If you answered "Yes" to (E)1 or (E)2, you must complete the agreement on the back of this form and **enclose a copy of the letter of intent or resolution of intent to issue bonds.**

If you answered "No" to (E)1 or (E)2, **how is the project being financed (explain type of tax, bonds, etc.)?**

- (F) Name of claimant owner of project: WAM Investments #11, LLC
- (G) Starting date: July 15, 2019
- (H) Estimated completion date: December 1, 2019
- (I) Estimated project cost: \$3,000,000
- (J) List names and addresses of prime contractors:
- (K) Contract date: N/A
- WAM Capital Corp.—License No. B035
- (L) Contract number: N/A
- 1625 N. Waterfront Parkway, Suite 220
- (M) Project number: N/A
- Wichita, Kansas 67206

City of Bel Aire, Kansas
Petitioning Authority

Melissa A. Krehbiel
Signature of Authorized Representative

Melissa A. Krehbiel
Type or Print Name

KS9MY71DMQ
Tax Exempt Entity No.

7651 East Central Park Avenue
Mailing Address

Bel Aire, Kansas 67226
City, State & Zip Code

City Clerk
Title

(316) 744-2451
Phone Number

ONLY COMPLETE THIS PAGE IF YOU ANSWERED YES TO LINE (E) ON PAGE 1.

This agreement is made and entered into between and by the City of Bel Aire, Kansas
(name of political subdivision), hereinafter referred to as
Exempt Entity; and WAM Investments #11, LLC (name of beneficiary of industrial revenue bond proceeds),
hereinafter referred to as Beneficiary.

It is hereby agreed by all parties to this agreement that the construction project for which the request for an exemption certificate is being made would be exempt from sales tax solely due to the fact that it is being financed by industrial revenue bonds. It shall be the duty of the Exempt Entity to notify the Kansas Department of Revenue when the industrial revenue bonds have actually been issued.

Whereas, the Kansas Department of Revenue deems it necessary to ensure that sales or compensating tax is paid should the project not be financed by industrial revenue bonds, it is hereby further agreed by the Beneficiary that if the industrial revenue bonds have not been issued by the time the project is completed then the Beneficiary will remit to the Kansas Department of Revenue the sales or compensating tax and applicable interest on tax which is due based upon the cost of tangible personal property or services used or consumed in the construction of the project. It is agreed that the Secretary of Revenue shall determine when the project has been completed.

The Secretary of Revenue shall have the right to demand from the Beneficiary payment of the sales and compensating tax and applicable interest due the state should the Kansas Department of Revenue not receive such payment within thirty (30) days after the project has been completed.

Any and all notices required herein shall be mailed and addressed as follows:

- A. Notices to the Department of Revenue shall be addressed to: Secretary of Revenue, Kansas Department of Revenue, 915 SW Harrison St., Topeka, Kansas 66612-1588
- B. Notices to the Exempt Entity shall be addressed to: Melissa A. Krehbiel, City Clerk, City of Bel Aire, Kansas, 7651 East Central Park Avenue, Bel Aire, Kansas 67226
- C. Notices to the Beneficiary shall be addressed to: P.O. Box 247, Wichita, Kansas 67201

This agreement shall be binding upon all parties hereto and any and all their successors.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by persons authorized to do so lawfully and with full corporate authority.

POLITICAL SUBDIVISION

Melissa A. Krehbiel
Authorized Signature

Melissa A. Krehbiel, City Clerk
Type or Print Name and Title

DATED: 6/7/2019

BENEFICIARY OF INDUSTRIAL REVENUE BOND
PROCEEDS

Chris Madsen
Authorized Signature

Chris Madsen, Vice President
Type or Print Name and Title

DATED: 6/7/2019

7016 0680 0002 3270 0066

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

| | |
|---------------------------------------------------------------|----|
| Certified Mail Fee | |
| \$ | |
| Extra Services & Fees (check box, add fee as appropriate) | |
| <input checked="" type="checkbox"/> Return Receipt (hardcopy) | \$ |
| <input type="checkbox"/> Return Receipt (electronic) | \$ |
| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ |
| <input type="checkbox"/> Adult Signature Required | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |

Postmark
Here

| | |
|------------------------|--|
| Postage | |
| \$ | |
| Total Postage and Fees | |
| \$ 6.80 | |

Sent To
Clerk Board of County Commissioners
Street and Apt. No., or PO Box No.
Sedgwick Co. Courthouse, 525 N. Main Suite 320
City, State, ZIP+4[®]
Wichita, KS 67203

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7016 0680 0002 3270 0011

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

| | |
|---------------------------------------------------------------|----|
| Certified Mail Fee | |
| \$ | |
| Extra Services & Fees (check box, add fee as appropriate) | |
| <input checked="" type="checkbox"/> Return Receipt (hardcopy) | \$ |
| <input type="checkbox"/> Return Receipt (electronic) | \$ |
| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ |
| <input type="checkbox"/> Adult Signature Required | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |

Postmark
Here

| | |
|------------------------|--|
| Postage | |
| \$ | |
| Total Postage and Fees | |
| \$ 6.80 | |

Sent To
Board of Education USD #375
Street and Apt. No., or PO Box No.
901 Main, P.O. Box 9
City, State, ZIP+4[®]
Towanda, KS 67144

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7016 0680 0002 3270 0028

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

| | |
|---------------------------------------------------------------|----|
| Certified Mail Fee | |
| \$ | |
| Extra Services & Fees (check box, add fee as appropriate) | |
| <input checked="" type="checkbox"/> Return Receipt (hardcopy) | \$ |
| <input type="checkbox"/> Return Receipt (electronic) | \$ |
| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ |
| <input type="checkbox"/> Adult Signature Required | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |

Postmark
Here

| | |
|------------------------|--|
| Postage | |
| \$ | |
| Total Postage and Fees | |
| \$ 7.45 | |

Sent To
Gilmore & Bell, P.C. Attn: Dawn A. Brecht
Street and Apt. No., or PO Box No.
100 N. Main, Suite 800
City, State, ZIP+4[®]
Wichita, KS 67202

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Gilmore & Bell, P.C.
5/28/2019

AFFIDAVIT OF MAILING AND PUBLICATION

I, the undersigned, of lawful age, upon oath or affirmation, hereby declare under the penalties of perjury:

- 1. I am the duly appointed and acting Clerk of the City of Bel Aire, Kansas, and I was the duly appointed and acting Clerk at all times referred to in this affidavit.
- 2. On June 13, 2019, I mailed a letter and attached Notice of Public Hearing addressed as follows:

Board of Education
Unified School District No. 375
901 Main
P.O. Box 9
Towanda, Kansas 67144

County Clerk
Board of County Commissioners
Sedgwick County Courthouse
525 N. Main, Suite 320
Wichita, Kansas 67203

The foregoing items were mailed by first-class mail with adequate postage. Each envelope was endorsed with the return address of my office. Copies of the letter and notice mailed are attached to this affidavit.

- 3. Neither package was returned undelivered.
- 4. The Notice of Public Hearing mailed as stated above was published once in the *The Ark Valley News*, the official City newspaper, on June 13, 2019, which date was at least seven days prior to the date the public hearing was held. A true copy of the affidavit of publication of the Notice of Hearing is attached to this affidavit.

Melissa Krehbiel
Melissa Krehbiel, Clerk

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

Subscribed and sworn or affirmed before me this 13th day of June, 2019.



My Appointment Expires:
August 13, 2019

Mari E. McElhane
Notary Public

Mari E. McElhane
Typed or Printed Name of Notary Public

Gilmore & Bell, P.C.
5/28/2019

AFFIDAVIT OF MAILING AND PUBLICATION

I, the undersigned, of lawful age, upon oath or affirmation, hereby declare under the penalties of perjury:

- 1. I am the duly appointed and acting Clerk of the City of Bel Aire, Kansas, and I was the duly appointed and acting Clerk at all times referred to in this affidavit.
- 2. On June 13, 2019, I mailed a letter and attached Notice of Public Hearing addressed as follows:

Board of Education
Unified School District No. 375
901 Main
P.O. Box 9
Towanda, Kansas 67144

County Clerk
Board of County Commissioners
Sedgwick County Courthouse
525 N. Main, Suite 320
Wichita, Kansas 67203

The foregoing items were mailed by first-class mail with adequate postage. Each envelope was endorsed with the return address of my office. Copies of the letter and notice mailed are attached to this affidavit.

- 3. Neither package was returned undelivered.

- 4. The Notice of Public Hearing mailed as stated above was published once in the *The Ark Valley News*, the official City newspaper, on June 13, 2019, which date was at least seven days prior to the date the public hearing was held. A true copy of the affidavit of publication of the Notice of Hearing is attached to this affidavit.

Melissa Krehbiel
Melissa Krehbiel, Clerk

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

Subscribed and sworn or affirmed before me this 13th day of June, 2019.

[SEAL] MARI MCELHANEY
 My Appointment Expires
My Appointment Expires August 13, 2019
August 13, 2019

Mari E. McElhane
Notary Public
Mari E McElhane
Typed or Printed Name of Notary Public

Gilmore & Bell, P.C.
5/28/2019

AFFIDAVIT OF MAILING AND PUBLICATION

I, the undersigned, of lawful age, upon oath or affirmation, hereby declare under the penalties of perjury:

- 1. I am the duly appointed and acting Clerk of the City of Bel Aire, Kansas, and I was the duly appointed and acting Clerk at all times referred to in this affidavit.
- 2. On June 13, 2019, I mailed a letter and attached Notice of Public Hearing addressed as follows:

Board of Education
Unified School District No. 375
901 Main
P.O. Box 9
Towanda, Kansas 67144

County Clerk
Board of County Commissioners
Sedgwick County Courthouse
525 N. Main, Suite 320
Wichita, Kansas 67203

The foregoing items were mailed by first-class mail with adequate postage. Each envelope was endorsed with the return address of my office. Copies of the letter and notice mailed are attached to this affidavit.

- 3. Neither package was returned undelivered.
- 4. The Notice of Public Hearing mailed as stated above was published once in the *The Ark Valley News*, the official City newspaper, on June 13, 2019, which date was at least seven days prior to the date the public hearing was held. A true copy of the affidavit of publication of the Notice of Hearing is attached to this affidavit.

Melissa Krehbiel
Melissa Krehbiel, Clerk

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

[SEAL] Subscribed and sworn to or affirmed before me this 13th day of June, 2019.
My Appointment Expires August 13, 2019

Mari E. McElhenny
Notary Public

My Appointment Expires:
August 13, 2019

Mari E. McElhenny
Typed or Printed Name of Notary Public

June 13, 2019

Board of Education
Unified School District No. 375
901 Main
P.O. Box 9
Towanda, Kansas 67144

County Clerk
Board of County Commissioners
Sedgwick County Courthouse
525 N. Main, Suite 320
Wichita, Kansas 67203

Re: Not to Exceed \$3,000,000
City of Bel Aire, Kansas
Tax-Exempt Industrial Revenue Bonds
(WAM Investments #11, LLC)

We have enclosed for your information a Notice of the Public Hearing and Issuance of Industrial Revenue Bonds proposed by the City of Bel Aire, Kansas pursuant to K.S.A. 12-1749c and K.S.A. 12-1749d, as amended.

Very truly yours,
CITY OF BEL AIRE, KANSAS


Melissa Krehbiel, Clerk

Enclosure

(Published in the *The Ark Valley News*, June 13, 2019)

**NOTICE OF PUBLIC HEARING
AND OF
ISSUANCE OF TAX-EXEMPT INDUSTRIAL REVENUE BONDS**

Public notice is hereby given that the City Council of the City of Bel Aire, Kansas (the "Issuer"), will conduct a public hearing on July 2, 2019 at 7:00 p.m., or as soon thereafter as may be heard at City Hall, 7651 E. Central Park Ave., Bel Aire, Kansas 67226 in regard to the issuance by the Issuer of its Tax-Exempt Industrial Revenue Bonds (WAM Investments #11, LLC), in the not to exceed principal amount of \$3,000,000 (the "Bonds") and in regard to an exemption from ad valorem taxation of property constructed or purchased with the proceeds of such Bonds. The Bonds are proposed to be issued by the Issuer under authority of K.S.A. 12-1740 *et seq.*, as amended, to pay the costs of the acquisition of land, construction and equipping of approximately 34,000 square-foot of multi-unit commercial buildings located in the Bel Aire Industrial Park. The Issuer further intends to lease such facility to WAM Investments #11, LLC, a Kansas corporation (the "Tenant"), or its assigns. The governing body of the Issuer will not pass an ordinance authorizing the issuance of such revenue bonds until said public hearing has been concluded.

Notice is further given, in accordance with K.S.A. 12-1744e, that the Issuer intends to issue the Bonds and lease the facility to the Tenant as set out above.


A copy of this Notice, together with a copy of the inducement resolution of the Issuer adopted on June 4, 2019, indicating the intent of the governing body of the Issuer to issue such Bonds and a report analyzing the costs and benefits of such property tax exemption are on file in the office of the Clerk, or will be as soon as completed, and available for public inspection during normal business hours.

All persons having an interest in this matter will be given an opportunity to be heard at the time and place above specified.

Dated: June 13, 2019

CITY OF BEL AIRE, KANSAS

Melissa Krehbiel, Clerk

| SENDER: COMPLETE THIS SECTION | | COMPLETE THIS SECTION ON DELIVERY | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <ul style="list-style-type: none">■ Complete items 1, 2, and 3.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits. | | <p>A. Signature <u>J. Stevenson</u> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>J. Stevenson</u> C. Date of Delivery <u>6/10/19</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p> | |
| 1. Article Addressed to: <p>Gilmore & Bell, P.C. ATTN: Dawn Albrecht 100 North Main, Suite 800 Wichita, KS 67202</p>  <p>9590 9402 3866 8060 8414 79</p> | | 3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) | |
| 2. Article Number (Transfer from service label) <p>7018 1130 0002 3078 5710</p> | | | |

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

| | |
|-----------------------------------------------------------------|------------------|
| Certified Mail Fee \$ | Postmark Here |
| Extra Services & Fees (check box, add fee as appropriate) | |
| <input type="checkbox"/> Return Receipt (hardcopy) \$ | |
| <input type="checkbox"/> Return Receipt (electronic) \$ | |
| <input type="checkbox"/> Certified Mail Restricted Delivery \$ | |
| <input type="checkbox"/> Adult Signature Required \$ | |
| <input type="checkbox"/> Adult Signature Restricted Delivery \$ | |
| Postage \$ | |
| Total Postage and Fees \$ | |

Sent To
Gilmore & Bell, P.C. Attn: Dawn Albrecht
Street and Apt. No., or PO Box No.
100 North Main, Suite 800
City, State, ZIP+4®
Wichita, KS 67202

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Gilmore & Bell, P.C.
5/28/2019

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON JUNE 4, 2019**

The governing body met in regular session at the usual meeting place in the City of Bel Aire, Kansas on June 4, 2019, at 7:00 p.m., the following members being present and participating, to wit:

Absent: None

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

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAX-EXEMPT INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION, RENOVATION AND EQUIPPING OF A COMMERCIAL FACILITY TO BE LOCATED IN SAID CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

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

Aye: Jim Benage, Justin Smith, Betty Martine, Jeff Elshoff and Jeff Hawes.

Nay: None.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-19-01 and was signed by the Mayor and attested by the Clerk.

(Other Proceedings)

On motion duly made, seconded and carried, the meeting hereupon 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.



Melissa A. Kuhlthiel
Clerk



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Bel Aire, Kansas, with offices at 7651 East Central Park Avenue, Bel Aire, Kansas 67226-7600 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated December 29, 2023 ("Agreement");

WHEREAS, Client signed Tyler sales quotation #2025-533484-Q2C7Q5 on May 6, 2025 (the "Order");

WHEREAS, the Order was intended to replace the previous Tyler Payments pricing added as Schedule 1 of Exhibit A to the Agreement pursuant to the amendment between the parties dated August 22, 2024; and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement to reflect the replacement of the Tyler Payments pricing as indicated herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. As of June 3, 2025, Schedule 1 of Exhibit A to the Agreement is hereby replaced in its entirety with the Order. Accordingly, the Order is hereby made the new Schedule 1 of Exhibit A to the Agreement, as indicated in Amendment Exhibit 1 attached hereto.
2. All other Tyler Payments pricing under the Agreement shall remain unchanged by this Amendment.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

This Amendment was approved and passed by the Governing Body of the City of Bel Aire, Kansas on the 3rd day of June, 2025.

Tyler Technologies, Inc.

City of Bel Aire, Kansas

By: _____

By: _____

Name: _____

Name: Jim Benage

Title: _____

Title: Mayor

Date: _____

Date: _____

Attest:

Melissa Krehbiel, City Clerk

Approved as to Form Only:

Maria A. Schrock, City Attorney



Exhibit A
Schedule 1
Tyler Payments Fees

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Sales Quotation For:
 City of Bel Aire
 7651 E Central Park Ave
 Bel Aire KS 67226-7600

Quoted BY John Hardin
 Quote Expiration 9/27/25
 Quote Name

Payments

| | Use Case | List Price | Fee% | Min | Basis Points | Rate | Cap | POS | Online | IVR |
|----------------------------------------------|-------------------|------------|-------|----------|--------------|------|-----|-----|--------|-----|
| Payments - Payer Card Cost - Technology Fees | | | | | | | | | | |
| Tyler One | | | | | | | | | | |
| ERP Pro Payments | Utility Billing | | 3.70% | \$ 2.50 | | | | X | X | |
| ERP Pro Payments | Municipal Justice | | 3.95% | \$ 2.50 | | | | X | X | |
| ERP Pro Payments | Miscellaneous | | 3.75% | \$ 2.50 | | | | X | X | |
| ERP Pro Payments | Licenses | | 3.75% | \$ 2.50 | | | | X | X | |
| ERP Pro Payments | Permits | | 3.75% | \$ 2.50 | | | | X | X | |
| Payments - Other Fees | | | | | | | | | | |
| Tyler One | | | | | | | | | | |
| Credit Card Chargebacks | | | | \$ 15.00 | | | | | | |

Payer Card Cost
Credit Card Chargebacks

per card transaction with Visa, MasterCard, Discover, and American Express when applicable.
If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

Summary

Total Tyler Services

Summary Total

One Time Fees

Recurring Fees

\$0

\$0

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

Saas is considered a term of one year unless otherwise indicated.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at:

<https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Credit Card Chargebacks

If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and Saas fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.

- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:

_____

Date:

05/06/2025

Print Name:

Jim Benage_____

P.O.#:

2025- Arora Park Gravel Road Project

Parkwood and 38th to Harding and 39th 1,420' Length and 24' Wide

Harding and Battin to Dead End 1,022' length and 27' Wide

Harding to Oliver on 40th street 577' Length and 23' Wide

Parkwood from 39th to 40th street 864' Length and 21' Wide.

Total over all length is 3,883 in Length and 135' in Width

Drop site: 3807 HARDING ST. Bel Aire, Ks 67220

1" Hard Rock: \$32/ton

This is a delivered price (freight included) to this exact location.

Approximate amount needed: 752 tons

Total Cost 752 tons: \$24,064

Our trucks hold 27 to 28 tons per load, and this price is figured on full semi loads.

Good day, Marty This was figured off the numbers you gave me for each individual street length and width @ 2"thick.

It sounds like you will want the material starting at the end of May or 1st part of June.

Feel free to call me on my cell # below or reply to this email.

We would prefer to have at least a 2-week advance notice and have a 2-to-3-week time frame to deliver.

Prices are good for 90 days.

Thank you!

Triston Malcom

Fleet Manager/Semi Dispatch

6033. N Ridge Rd. Maize, Ks 67101

C: 316-303-4890

triston@northridgesand.com

1 CONTRACT

2 FOR

3 PURCHASE (1” Hard Rock)

4 This Contract is entered into this 3rd day of June, 2025, by and between the City of Bel
5 Aire, Kansas, a municipal corporation, (hereinafter called “City”) and NorthRidge Trucking LLC.,
6 a domestic limited liability company, whose principal office is at 6033 North Ridge Road, Maize,
7 Kansas, 67101, Telephone Number (316) 721-3862, (hereinafter called “Contractor”).

8 WHEREAS, City continues to examine and maintain all roads within the Aurora Park
9 Gravel Road Project. The total lengths and widths of four individual street lengths and widths were
10 provided to Contractor for a quote of 1” Hard Rock; and

11 WHEREAS, Contractor is a sole source provider of the type of gravel rock needed for the
12 four individual streets within the Aurora Gravel Road Project; and

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

15 NOW, THEREFORE, the parties hereto agree as follows:

- 16 1. Scope of Services. Contractor shall deliver 752 tons of 1” Hard Rock to City at the drop
17 site of 3807 Harding Street, Bel Aire, KS, 67220. All 1” Hard Rock shall be delivered at
18 Contractor’s expense to the requested City drop site within 3 weeks from the time of
19 ordering. Any extension of the delivery date is within the City’s sole discretion. Failure of
20 the Contractor to timely deliver the equipment shall allow City to cancel the contract
21 without payment or penalty.

22 The parties agree that the additional information in Exhibit A (1 page) are incorporated
23 herein. The parties further agree that all provisions of Exhibits B and C (6 pages) are
24 effective between them and govern this Contract.

- 25 2. Compensation. City agrees to pay Contractor \$24,064.00 for 752 tons of 1” Hard Rock.
26 The Contract price is approved by the Governing Body on June 3, 2025.

- 27
28 3. Incorporation of Documents. Exhibit B (Bel Aire’s Mandatory Terms and Conditions
29 Attachment) and Exhibit C (Bel Aire’s Mandatory Independent Contractor Addendum) are
30 attached hereto and are incorporated into this Contract as essential terms.

- 31
32 4. Entire Agreement. This Contract and the documents incorporated herein contain all the
33 terms and conditions agreed upon by both parties. No other understandings, oral or
34 otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind

35 any of the parties hereto. Any agreement not contained herein shall not be binding on either
36 party, nor shall it be of any force or effect.

37
38 5. Severability Clause. In the event that any provision of this Contract is held to be
39 unenforceable, the remaining provisions shall continue in full force and effect.

40
41
42 [Remainder of this Page Intentionally Left Blank]
43

44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78

79 PASSED by the Governing Body of the City of Bel Aire, Kansas, on the 3rd day of June, 2025.

80 APPROVED by the Mayor on the _____ day of June, 2025.

81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

APPROVED AS TO FORM ONLY:

Melissa Krehbiel, City Clerk

Maria A. Schrock, City Attorney

SIGNED by the Contractor on the _____ day of June, 2025.

NORTHRIDGE TRUCKING, LLC.

(Authorized Signature: Name, Title)
Triston Malcom, Fleet Manager/Semi Dispatch

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

124
125

126
127

128
129
130
131
132

133
134
135

136
137
138

139

140

141

142

143

144

145

146

147

148

149

150

151

152

EXHIBIT A

The lengths and widths of the 4 individual streets that were provided to Contractor for a quote of 1” Hard Rock, are below.

| | |
|----------------------------------------------------|----------------------------|
| Parkwood and 38 th to Harding and 39th: | 1,420’ Length & 24’ Width |
| Harding and Battin to Dead End: | 1,022’ Length & 27’ Width |
| Harding to Oliver on 40th Street: | 577’ Length & 23’ Width |
| Parkwood from 39th to 40th Street: | 864’ Length & 21’ Width |
| Total Length and Width: | 3,883’ Length & 135’ Width |

Based upon the above measurements, Contractor determined the approximate amount of 1” Hard Rock needed for the total length, total width, at 2” thickness is an approximate amount of 752 tons.

1” Hard Rock is \$32.00 a ton. Contractor’s trucks hold 27 to 28 tons per load. The total price of \$24,064.00 is a delivered price (freight included) to the drop site. The total price is based upon full semi loads and is good for 90 days.

[Remainder of this Page Intentionally Left Blank]

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 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 as conforming goods or services by an authorized City official, the City will approve payment to the Contractor 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 where required or upon request.
5. All orders are priced F.O.B approved destination and must be shipped "PREPAID" unless otherwise specified. No freight or express charges will be allowed on the invoice unless previously agreed upon and provided for on the original purchase order and separately approved by an authorized City official.
6. This order must not be filled at a higher price than quoted without specific authorization granted by the City's Governing Body.
7. When the items shown on this order have been delivered, the 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.

- 199
- 200 9. No party shall be required to submit any dispute to arbitration, but a good faith mediation
- 201 attempt shall be a condition precedent to litigation as a resolution process. The parties
- 202 waive trial by jury.
- 203
- 204 10. The City shall not hold harmless or indemnify the Contractor beyond the liability that may
- 205 be incurred under the Kansas Tort Claims Act (KSA 75-6101 et seq.).
- 206
- 207 11. The City shall not be required to purchase insurance against any liability loss or damage to
- 208 which this Contract relates. The Contractor shall bear the risk of loss to any person or
- 209 property over which it has authority or control, however exercised.
- 210
- 211 12. This Contract shall be interpreted and implemented so that the City remains in compliance
- 212 with the Cash Basis Law (KSA 10-1112 and 10-1113), the Budget Law (KSA 79-2935) and
- 213 all other laws of the State of Kansas. The City retains the right to unilaterally modify or
- 214 terminate this Contract at any time if, in the opinion of its legal counsel, the Contract may
- 215 be deemed to violate the terms of such laws.
- 216
- 217 13. The obligation to supply goods or services under this Contract is personal to this
- 218 Contractor, and cannot be assigned, subcontracted or transferred to another without the
- 219 written consent of the City.
- 220
- 221 14. This Contract is intended solely for the benefit of the City and the Contractor. The parties
- 222 do not intend that it benefit, either directly or indirectly, any third party. No third party
- 223 may sue for damages based on the terms or performance of this Contract.
- 224
- 225 15. Contractor shall be in default of this Contract in the event that Contractor (i) applies for or
- 226 consents to the appointment of a receiver, trustee or liquidator of itself or any of its property,
- 227 (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debt,
- 228 (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt
- 229 or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer
- 230 seeking reorganization or an arrangement with creditors, or taking advantage of any
- 231 bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law
- 232 or statute or admits the material allegation of a petition filed against it in any legal
- 233 proceedings, or if an action shall be taken by Contractor for the purpose of accomplishing
- 234 any of the above actions.
- 235
- 236 16. Goods or equipment delivered and/or services rendered hereunder must be made according
- 237 to the terms of this Contract both as to time and quantities, with City reserving the right to
- 238 cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to
- 239 the times specified. If no schedule for delivery appears otherwise in the Contract, delivery
- 240 shall be completed in a reasonable time, judged by the continuing utility to and viability of
- 241 the City's related project or service.
- 242
- 243 17. In the event no quality is specified on the face of the Purchase Order/Quotation, the goods
- 244 or equipment delivered and/or services rendered hereunder must be of the best quality. If

Contractor cannot maintain delivery of goods or equipment and/or rendering of services according to the agreed schedule, Contractor must notify City immediately. Upon Contractor's failure to maintain delivery or otherwise perform hereunder, City reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence. This remedy is in addition to any other remedy which City may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.

18. Contractor must immediately notify City of any safety recall notices of products, goods and services Contractor has provided to City. In addition, Contractor shall remedy the recalled defect(s), at no cost to City, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to City in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section survives expiration or termination of the Agreement.
19. 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.

[Remainder of this Page Intentionally Left Blank]

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.

[Remainder of this Page Intentionally Left Blank]

City of Bel Aire, Kansas

STAFF REPORT

DATE: May 15, 2025

TO: Ted Henry, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: Chapel Landing 6th, Change Order #1 – Dirt Stockpile Removal



BACKGROUND:

During the development of the construction plans for Chapel Landing 6th (red outline below), Baughman noted that additional dirt was needed to construct the improvements as desired and create positive drainage. As the Developer of Chapel Landing 6th (who also owns Chapel Landing, Phase 2) was constructing homes on properties in Chapel Landing, Phase 2 (green outline), they stockpiled the soil from the excavations at the entrance to Chapel Landing 6th (red outline). Between the development of the bid documents for Chapel Landing 6th and the start of construction, additional soil was added to the pile and a reconciliation change order is required to cover the total amount of dirt moved.

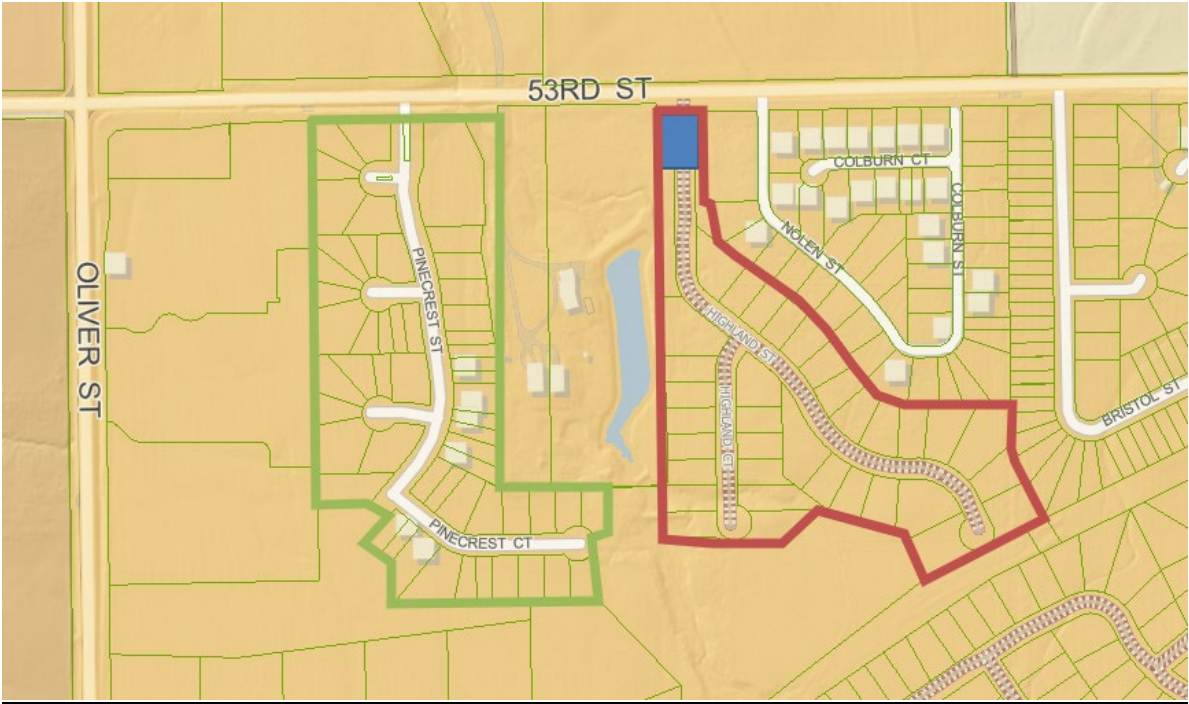
DISCUSSION:

The initial idea for Chapel Landing, Phase 2 was for slab-on-grade homes (i.e. no basements). As the development of the subdivision progressed, the Developer changed his mind and decided to build larger homes with basements. Now with excess dirt, the Developer was looking for somewhere for the dirt to go. At the same time that this was occurring, Baughman was preparing construction plans for a new development owned by the same Developer. This new development (Chapel Landing 6th) was in need of dirt in order to make the grading work and provide positive drainage. This provided a perfect opportunity to for the Developer to transfer the dirt from Chapel Landing, Phase 2 to Chapel Landing 6th.

When preparing the initial bidding documents for Chapel Landing 6th, Baughman took a rough estimate of the dirt that was stockpiled on site (blue rectangle). Following the initial estimate, the Developer continued to add dirt to the site. Mies was awarded the contract for Chapel Landing 6th on March 18th. Prior to construction starting, Baughman surveyed the stockpile to get a solid number on the amount of dirt needing to be removed and have prepared this change order using Mies' bid price for excavation. Construction on the site has since started and a reconciliation change order is needed in order to reflect the actual amount of dirt that was relocated.

FINANCIAL CONSIDERATIONS: The costs associated with this change order will be included in the contract costs for the grading project and will be financed through a bond and spread as special assessments against the benefiting lots.

RECOMENDATION: Staff recommends that the City Council accept Change Order No. 1 for the removal of the dirt stockpile in the amount of \$34,500.00.



CHANGE ORDER NO.: [1R]

| | | |
|----------------|----------------------------------------------------------------------------|-------------------------------------------|
| Owner: | City of Bel Aire, Kansas | Owner's Project No.: |
| Engineer: | Baughman Company, P.A. | Engineer's Project No.: |
| Contractor: | Mies Construction, Inc. | Contractor's Project No.: |
| Project: | Sanitary Sewer, Water Line, Stormwater Drain, & Street Paving Improvements | |
| Contract Name: | Sanitary Sewer, Water Line, Stormwater Drain, & Street Paving Improvements | |
| Date Issued: | 5/19/2025 | Effective Date of Change Order: 5/19/2025 |

The Contract is modified as follows upon execution of this Change Order:

Description:

This change order is to address the additional import of 6,900 C.Y. from the developer. Material shall be excavated and mass graded on the project site. The bid price in the original bid was \$5.00 / C.Y. so the change order will pay \$34,500.00 to Mies Construction to perform the proposed work.

Attachments:

See the attached document "Chapel Landing 6th Addition Stockpile".

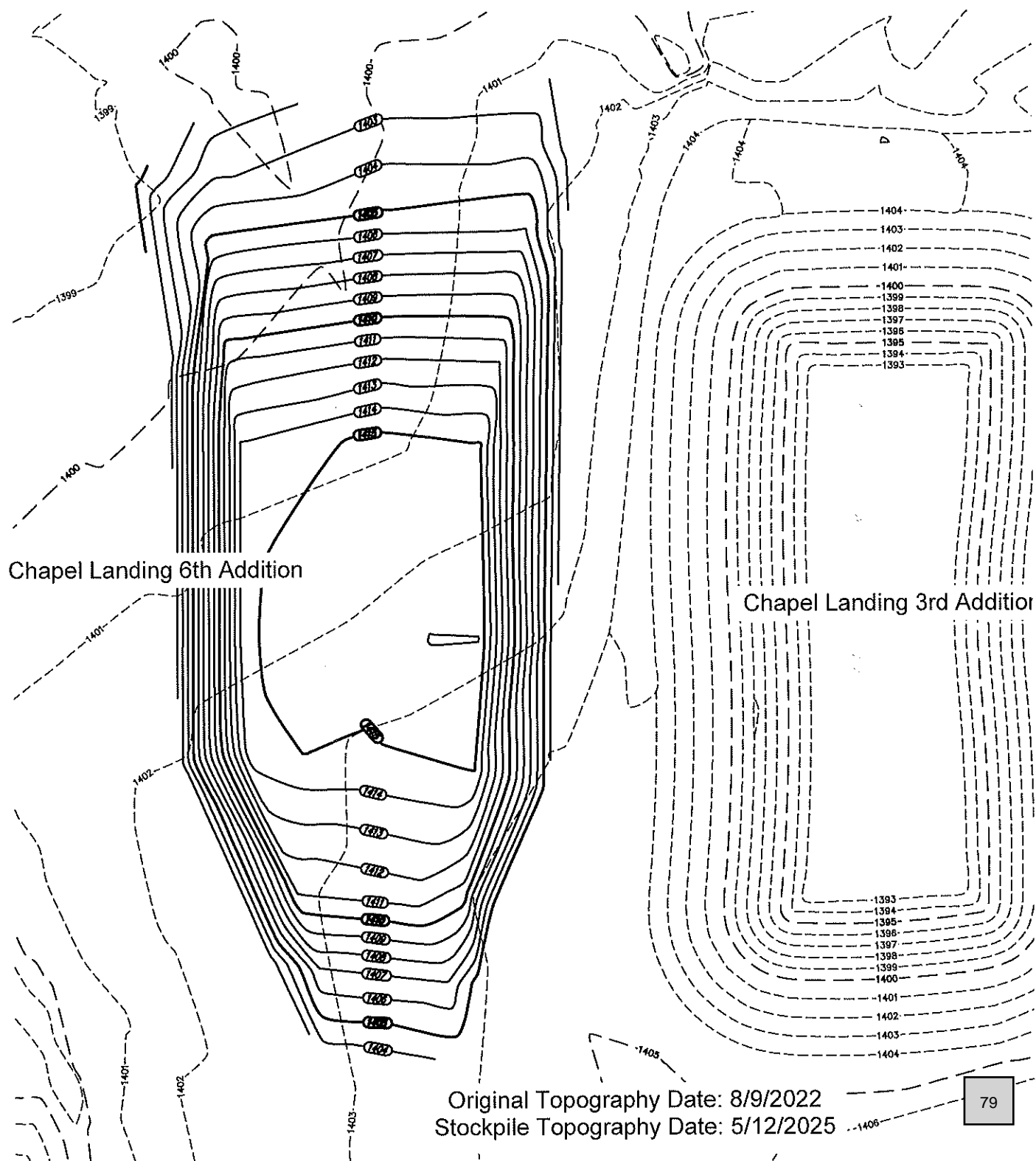
| Change in Contract Price | Change in Contract Times |
|--------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| Original Contract Price: \$ 1,996,499.15 | Original Contract Times: Substantial Completion: 90 Working Days Ready for final payment: 90 Working Days |
| Previously approved Change Orders No. 1 to No. -: \$ N/A | Previously approved Change Orders No.1 to No. -: Substantial Completion: N/A Ready for final payment: N/A |
| Contract Price prior to this Change Order: \$ 1,996,499.15 | Contract Times prior to this Change Order: Substantial Completion: N/A Ready for final payment: N/A |
| Increase this Change Order: \$ 34,500.00 | [Increase] [Decrease] this Change Order: Substantial Completion: N/A Ready for final payment: N/A |
| Contract Price incorporating this Change Order: \$ 2,030,999.15 | Contract Times with all approved Change Orders: Substantial Completion: 90 Working Days Ready for final payment: 90 Working Days |

Recommended by Engineer
By: Austin E. Hottel
Title: _____
Date: 05/15/2025

Accepted by Contractor
[Signature]
Vice President
5.22.2025

Authorized by Owner
By: _____
Title: _____
Date: _____

Approved by Funding Agency (if applicable)





CHANGE ORDER (CO) FORM

Contractor: Mies Construction, Inc.
 Engineer: Baughman Company P.A.
 Agreement Name: Chapel Landing 6th Addition
 Agreement Scope: Sanitary Sewer (A), Water Line (B), Storm Water Drain (C), and Street Paving Improvements (D)
 Agreement Date: 04/03/25
 Agreement Price: \$1,996,499.15 Agreement Time: 120 days

Change Order No: 1

Date of Issuance: 05/19/25

Additional Work as shown on the Map (Exhibit A):

During the development of the construction plans for Chapel Landing 6th (red outline below), Baughman noted that additional dirt was needed to construct the improvements as desired and create positive drainage. As the Developer of Chapel Landing 6th (who also owns Chapel Landing, Phase 2) was constructing homes on properties in Chapel Landing, Phase 2 (green outline), they stockpiled the soil from the excavations at the entrance to Chapel Landing 6th (red outline). Between the development of the bid documents for Chapel Landing 6th and the start of construction, additional soil was added to the pile and a reconciliation change order is required to cover the total amount of dirt moved. (Exhibit A.)

Reason for Additional Work:

This Change Order is to address the additional import of 6,900 C.Y. from the developer. Material shall be excavated and mass graded on the project site. The bid price in the original bid was \$5.00 / C.Y. so the Change Order will pay \$34,500.00 to Mies Construction to perform the proposed work. See the attached "Chapel Landing 6th Addition Stockpile" in (Exhibit B.)

Agreement Time (Change or No Change):

There is No Change to the Agreement Time.

| Change in Contract Price | Change in Contract Times |
|---------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| Original Contract Price: \$ <u>1,996,499.15</u> | Original Contract Times: Substantial Completion: <u>90 Working Days</u> Ready for final payment: <u>90 Working Days</u> |
| Previously approved Change Orders No. 1 to No. -: \$ <u>N/A</u> | Previously approved Change Orders No.1 to No. -: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> |
| Contract Price prior to this Change Order: \$ <u>1,996,499.15</u> | Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> |
| Increase this Change Order: \$ <u>34,500.00</u> | [Increase] [Decrease] this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> |
| Contract Price incorporating this Change Order: \$ <u>2,030,999.15</u> | Contract Times with all approved Change Orders: Substantial Completion: <u>90 Working Days</u> Ready for final payment: <u>90 Working Days</u> |

Summary Of Costs as of Date of Issuance for this Change Order:

See Table above.

In accordance with the terms of the Agreement referred to on page 1, the City hereby authorizes the change to the Agreement, as referenced in this Change Order. Exhibits A and B, and this Change Order, shall be incorporated into the Agreement by reference. In all other respects, the terms and conditions of the Agreement shall remain in full force and effect, except as specifically modified by this Change Order.

The additional work for this Change Order is to be performed at a cost not to exceed **\$34,500.00.**

The additional work for this Change Order cannot be completed until approved by all parties on the next page.

[Remainder of this page intentionally left blank]

This Change Order is Approved and Passed by the Governing Body of the City of Bel Aire, Kansas,
on the 3rd day of June, 2025.

Recommended and Approved:

Name, Vice President Date
Contractor (Authorized Signature)

Recommended and Approved:

Austin Gottlob, Project Engineer Date
Engineer (Authorized Signature)

Recommended and Approved:

Anne Stephens, City Engineer Date

Approved:

Ted Henry, City Manager Date

Approved as to Form Only:

Maria A. Schrock, City Attorney Date

By Order of the Governing Body:

Jim Benage, Mayor Date
Owner (Authorized Signature)

Attest:

Melissa Krehbiel, City Clerk

EXHIBIT A

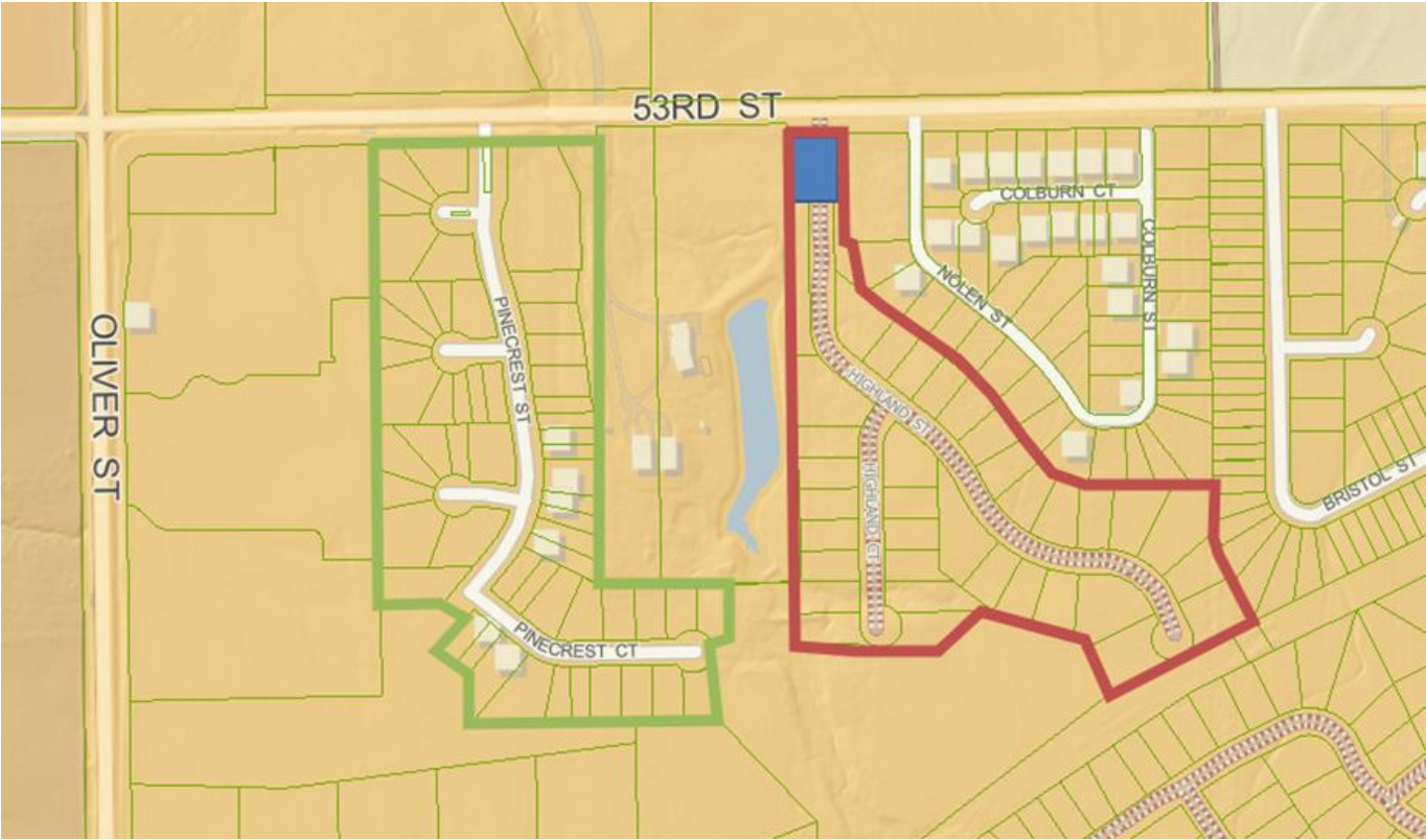
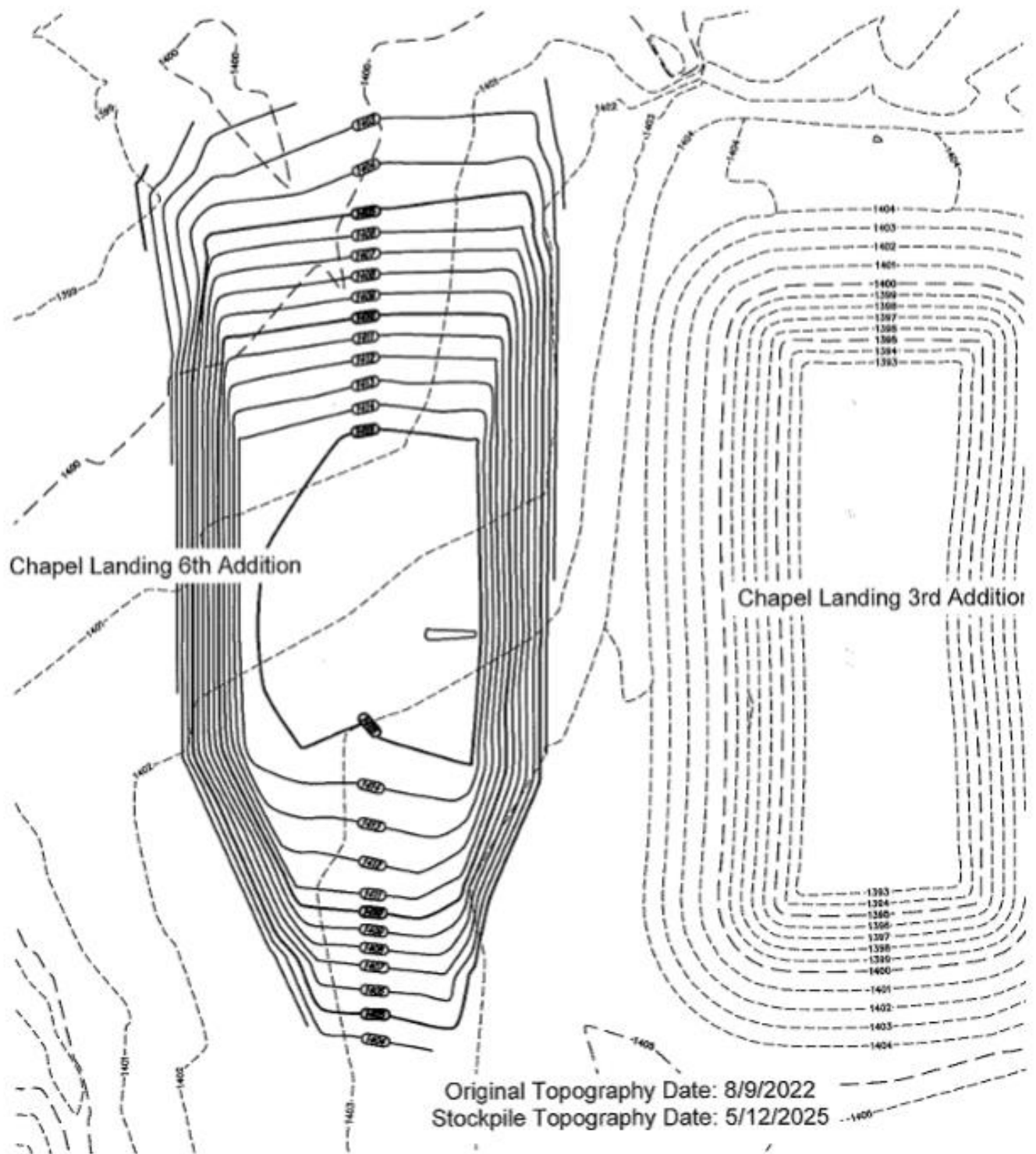


EXHIBIT B



April 11, 2025

The Honorable Mayor and City Council Members
City of Bel Aire, Kansas
7651 E. Central Park Ave
Bel Aire, Kansas 67226-7600

Attention: Mayor and City Council Members

The Objective and Scope of the Audit of the Financial Statements

You have requested Allen, Gibbs & Houlik, L.C. (“AGH”, “we”, “us”, or “our”), audit the City of Bel Aire, Kansas’ (the “Entity”, “you” or “your”) governmental activities, business-type activities, and each major fund, and aggregate remaining fund information as of and for the year ending December 31, 2024, which collectively comprise the basic financial statements. You have also requested that we report on whether the supplementary information is fairly stated in all material respects, in relation to the financial statements a whole. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter (“Engagement Letter”).

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (“GAAS”) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

The Responsibilities of the Auditor

We will conduct our audit in accordance with GAAS and the Kansas Municipal Audit and Accounting Guide (KMAAG). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS and the guide, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity’s system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
- Consider the entity’s system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Entity’s internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will also communicate to the Mayor and Council Members (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA").

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the Entity complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the Entity received in communications from employees, former employees, analysts, regulators, vendors, customers or others.

Management is responsible for the preparation of the required supplementary information ("RSI") which accounting principles generally accepted in the United States of America ("U.S. GAAP") require to be presented to supplement the basic financial statements. Management is also responsible for the preparation of the supplementary information presented in relation to the financial statements as a whole in accordance with U.S. GAAP. Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and will indicate that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The Mayor and Council Members are responsible for informing us of their views about the risks of fraud within the Entity, and their knowledge of any fraud or suspected fraud affecting the Entity.

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledges and understands that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP");
2. To evaluate subsequent events through the date the financial statements are issued. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
4. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
 - c. Additional information that we may request from management for the purpose of the audit; and
 - d. Unrestricted access to persons within the Entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Engagement Letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of the Entity's financial statements. Our report will be addressed to the Mayor and Council Members of the Entity. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the Entity's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements

because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the Entity's books and records. The Entity will determine that all such data, if necessary, will be so reflected. Accordingly, the Entity will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by Entity personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Barry Smith, Director of Finance. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Accounting Services

In connection with our audit, you have requested us to perform the following nonaudit accounting service:

1. Drafting the financial statements
2. Assistance with the adoption of certain required audit standards, including, but not limited to, GASB 101 *Compensated Absences*.

Barry Smith, Director of Finance, will oversee the services, make all significant judgments that are the proper responsibility of management, evaluate the adequacy of the services, make an informed judgment about the results of the services, and accept responsibility for them. You also agree to establish and maintain internal control over the services, including ongoing monitoring activities. At the conclusion of our audit, we will ask you to provide written representations to that effect.

Fees and Costs

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement plus expenses, including report processing, travel, meals, fees for services from other professionals, if applicable, and technology, photocopying, postage and clerical assistance. The aggregate professional fees for the services discussed above, excluding out-of-pocket, will be \$36,500. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Entity personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

All matters related to the "Entity's" adoption of any new standard pursuant to accounting or auditing matters will be accounted for and billed separately.

Miscellaneous

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend for us to be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, providing the Entity agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The Entity agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

Allen, Gibbs & Houlik, L.C., our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Allen, Gibbs & Houlik, L.C. also has not performed any procedures relating to this [official statement] [memorandum].

Both parties to this agreement have made a substantial investment in their respective employees and depend upon them to generate future profits. Because of this, we agree that neither party (including related affiliates) shall hire, nor solicit for hire, any person employed by the other during the term of the service relationship and for a period of one year after the termination of services. Since our professional standards require that we perform certain additional procedures, on current and previous years engagements, whenever a shareholder or professional employee leaves AGH and is subsequently employed by or associated with the Entity, the Entity agrees it will compensate AGH for any additional costs incurred as a result of the Entity's employment of a shareholder or professional employee of AGH. If the Entity breaches the foregoing provision, to pay AGH within thirty (30) days after demand a placement fee of fifty thousand dollars (\$50,000) to partially compensate AGH for the significant replacement costs, staff development costs, and lost business opportunities.

Entire Agreement

This Engagement Letter, including any exhibits, policies, schedules, and/or other documents expressly incorporated herein by reference or attached hereto, constitutes the entire agreement between AGH and the Entity, and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Engagement Letter, including any separate nondisclosure agreement executed between the parties.

If any term or provision of this Engagement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Engagement Letter may be amended or modified only by a written instrument executed by both parties.

Conditions and Limitations

To assist you in understanding the scope of our services and other matters related to the assurance services, please see the attached *Allen, Gibbs & Houlik, L.C. Terms, Conditions and Limitations for Assurance Services*. Our assurance services are expressly subject to these conditions and limitations, and by signing below you will be agreeing to them.

Electronic Signatures and Counterparts

This Engagement Letter may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which taken together will constitute one and the same instrument. Each party agrees that any electronic signature of a party to this Engagement Letter or any electronic signature to

a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect as a manual signature.

Please sign and return a copy of this Engagement Letter to indicate your acknowledgment of, and agreement with, the arrangements for our services as described above, including our respective responsibilities.

AGREED TO AND ACKNOWLEDGED BY:

ALLEN, GIBBS & HOULIK, L.C.



Tara Laughlin
Senior Vice President, Assurance Services

TJL:cdf

Attachment: Allen, Gibbs & Houlik, L.C. Terms, Conditions and Limitations for Assurance Services

Acceptance: Your signature below confirms your understanding that our services will be subject to the current *Allen, Gibbs & Houlik, L.C. Terms, Conditions and Limitations for Assurance Services* in effect at the date you sign this letter, which are attached. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Confirmed on behalf of the City of Bel Aire, Kansas:

Mayor

Date

Terms, Conditions and Limitations for Assurance Services

In the course of providing assurance services, Allen, Gibbs & Houlik, L.C. (AGH) applies customary practices intended to fulfill our professional responsibilities in a cost-effective manner. This document defines our professional responsibilities and the standards that we employ in providing you (Client, Entity) with our advisory services. We find that by more clearly defining our professional service responsibilities, and your responsibilities as a client of AGH, we can prevent any uncertainties in providing our services. References to the "Engagement Letter" mean the letter or other document describing the scope of our services and the associated fee arrangement to which these Terms are attached. AGH will not accept any other terms and conditions unless Client and AGH have executed a written agreement that specifically supersedes and replaces these terms and conditions. AGH's acceptance of all agreements related to these services is expressly contingent upon Client's agreement to these terms and conditions.

Use of Subcontractors and Third-Party Products

We may, in our sole discretion, use affiliates of ours or qualified third-party service providers, located within or outside the United States, to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Confidential Information and Personal Information (as such terms are defined below) to them. We may share your information, including Confidential Information and Personal Information, with our Subcontractors, within or outside of the United States; provided that such recipients are bound by obligations of confidentiality. You acknowledge and agree that: (i) our use of Subcontractors may involve the processing, input, disclosure, movement, transfer, and storage of your information and data, including Confidential Information and Personal Information, outside of the United States and outside of our technology infrastructure and (ii) may also share with us any information concerning you or your affiliates reasonably necessary for us to perform the services requested under this Engagement Letter. We will be responsible to you for the performance of our Subcontractors, solely as related to the services performed under this Engagement Letter, subject to all limitations and disclaimers set forth herein.

We also may provide services to you using certain third-party hardware, software, equipment, or products (collectively, "Third-Party Products" and each, individually, a "Third-Party Product"). You acknowledge that the use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by or on behalf of you to us, including Confidential Information and Personal Information, within the Third-Party Product's infrastructure and not ours, which may result in the access, transfer, disclosure, storage or processing of such information and data outside of the United States. You further acknowledge that the terms of use and service, including, but not limited to, applicable laws, set forth in the end-user license, end-user subscription agreement, or other end-user agreement for such Third-Party Product (collectively, "EULA(s)") will govern all obligations of the licensor of such Third-Party Product relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with

such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein, and you acknowledge and agree that such Entity-provided data and information may be collected, processed, stored, and used by such licensors for benchmarking, analytics, marketing, and other business purposes in support of the Third-Party Product.

To the extent AGH gives the Entity access to a Third-Party Product in connection with the services contemplated herein, the Entity agrees to comply with the terms of any applicable EULA for such Third-Party Product, and the Entity shall be solely responsible for the improper use of a Third-Party Product or a violation of the applicable EULA for such Third-Party Product by the Entity or any user to whom the Entity grants access to such Third-Party Product. The Entity agrees to indemnify and hold AGH harmless from and against any claims, actions, lawsuits, proceedings, judgments, liens, losses, damages, costs, expenses, fees (including reasonable legal fees, expenses, and costs), and other liabilities relating to, or arising from or out of, the improper use of a Third-Party Product, or a violation of the terms of the applicable EULA for such Third-Party Product by the Entity or any user to whom the Entity grants access to such Third-Party Product.

You acknowledge that the use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, or maintenance. We will not be liable for any damages relating to such limitations, delays, delivery failures, interruptions, errors, or other problems. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from the use of a Third-Party Product.

Use and Ownership; Access to Audit Documentation

The Audit Documentation for this engagement is the property of AGH. For the purposes of this Engagement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of AGH's audit

Terms, Conditions and Limitations for Assurance Services (Continued)

procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by AGH for the Entity under this Engagement Letter, or any documents belonging to the Entity or furnished to AGH by the Entity.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable AGH policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access & Release Letter provided by AGH, without substantive modifications thereto. AGH reserves the right to decline a successor auditor's request to review our Audit Documentation.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the Entity, the Entity will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Indemnification, Limitation of Liability, and Claim Resolution

Because AGH will rely on the Entity and its management and Governing Board (or equivalent) to discharge the foregoing responsibilities, the Entity agrees to indemnify, hold harmless and release AGH and its partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, Subcontractors, agents, representatives, successors, or assigns from all third-party claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the Entity's management.

THE ENTITY AND AGH AGREE THAT NO CLAIM ARISING OUT OF, FROM, OR RELATING TO THE SERVICES RENDERED PURSUANT TO THIS ENGAGEMENT LETTER SHALL BE FILED MORE THAN TWO YEARS AFTER THE DATE OF THE AUDIT REPORT ISSUED BY AGH OR THE DATE OF THIS ENGAGEMENT LETTER IF NO REPORT HAS BEEN ISSUED. IN NO EVENT SHALL AGH OR THE ENTITY, OR ANY OF THEIR RESPECTIVE PARTNERS, PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, CONTRACTORS, SUBCONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, THE "COVERED PARTIES" AND EACH INDIVIDUALLY, A "COVERED PARTY"), BE LIABLE FOR THE INTERRUPTION OR LOSS OF BUSINESS, ANY LOST PROFITS, SAVINGS, REVENUE, GOODWILL, SOFTWARE, HARDWARE, OR DATA, OR THE LOSS OF USE THEREOF (REGARDLESS OF WHETHER SUCH LOSSES ARE DEEMED DIRECT DAMAGES), OR INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL,

SPECIAL, EXEMPLARY, OR SIMILAR SUCH DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A COVERED PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS ENGAGEMENT LETTER, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF THE COVERED PARTIES ARISING OUT OF, FROM, OR RELATING TO THIS ENGAGEMENT LETTER, OR THE REPORT ISSUED OR SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CIRCUMSTANCES OR NATURE OR TYPE OF CLAIM, INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING FROM A COVERED PARTY'S NEGLIGENCE OR BREACH OF CONTRACT OR WARRANTY, OR RELATING TO OR ARISING FROM A GOVERNMENT, REGULATORY OR ENFORCEMENT ACTION, INVESTIGATION, PROCEEDING, OR FINE, WILL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY THE ENTITY TO AGH UNDER THIS ENGAGEMENT LETTER. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS LIMITATION OF LIABILITY PROVISION SHALL, OR SHALL BE INTERPRETED OR CONSTRUED TO, RELIEVE THE ENTITY OF ITS PAYMENT OBLIGATIONS TO AGH UNDER THIS ENGAGEMENT LETTER.

Confidentiality

AGH and the Entity may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, AGH and the Entity agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Engagement Letter. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, AGH is permitted to disclose the Entity's Confidential Information to AGH's personnel, agents, Subcontractors, and representatives (collectively, the "AGH Parties" and each, individually, an "AGH Party") for the purpose of exercising its rights and fulfilling its obligations hereunder and to comply with applicable laws and professional, regulatory, and/or ethical standards.

"Confidential Information" means, information in any form consisting of: (i) any nonpublic information provided by the Disclosing Party, (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Engagement Letter. Without limiting the generality of the foregoing, the

Terms, Conditions and Limitations for Assurance Services (Continued)

Entity acknowledges and agrees that Audit Documentation constitutes Confidential Information of AGH.

“Confidential Information” will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party’s possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Disclosing Party’s Confidential Information.

The Receiving Party will treat the Disclosing Party’s Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care.

Notwithstanding anything stated to the contrary in this Engagement Letter, the Entity consents to the AGH Parties using any information or data, including Confidential Information and Personal Information, provided by or on behalf of the Entity, or otherwise obtained by AGH, in connection with: (i) the services provided under this Engagement Letter, to provide the Entity with professional services under any other professional services agreement the Entity enters into or has entered into with an AGH Party; and (ii) those professional services provided by an AGH Party under another professional service agreement with the Entity to provide the services under this Engagement Letter to the Entity.

The Entity consents to the AGH Parties using Confidential Information and Personal Information provided by or on behalf of the Entity to: (i) improve the quality of our services and offerings; and/or (ii) develop or perform internal data analysis, business analytics or insights, or other internal insight generation. Information developed in connection with these purposes may be used or disclosed to current or prospective clients to provide services or offerings. The AGH Parties will not use or disclose such Confidential Information or Personal Information in a way that would permit the Entity or an individual to be identified by third parties without your prior written consent.

Preexisting Nondisclosure Agreements

In the event that the parties have executed a separate nondisclosure agreement, such agreement shall be terminated as of the effective date of this Engagement Letter and the terms of this Engagement Letter shall apply to the treatment of information shared by the parties hereto.

Data Protection Compliance

We take reasonable steps to comply with privacy, cybersecurity, and data protection laws that may apply to

Personal Information and Confidential Information we process on behalf of our clients.

AGH and the Entity acknowledge and agree that they may correspond or convey information and documentation, including Confidential Information and Personal Information, via various forms of electronic transmission, including, but not limited to, Third-Party Products, such as, email, FTP and cloud-based sharing and hosting applications (e.g., portals, data analytics tools, and helpdesk and support ticketing applications), and that neither party has control over the performance, operation, reliability, availability, or security of these electronic transmissions methods. Therefore, neither party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay, interception, corruption, unauthorized disclosure, or alteration of any electronic transmission where the party has used commercially reasonable efforts to protect such information. We offer our clients various platforms for the exchange of information. You hereby agree that you shall be bound by and comply with any and all user terms and conditions made available (whether by link, click-through, or otherwise) with respect to such platforms.

Prior to disclosing to an AGH Party or the granting of access to an AGH Party, you will identify in writing any personal, technical, or other data, information, or items provided or made accessible to an AGH Party pursuant to this Engagement Letter that may be subject to heightened protections under applicable statutes, regulations, governmental directives or guidance documents, or other legally binding standards relating to privacy, cybersecurity, export controls, controlled unclassified information, and/or data protection, and will ensure compliance with all such requirements. Unless otherwise expressly agreed upon and specified in writing by AGH and the Entity, you shall not disclose to an AGH Party, or provide any AGH Party access to, such data, information, and items, and you shall be responsible for the handling of all such data, information, and items in connection with the performance of the services requested hereunder, including, but not limited to, the scrubbing, de-identification, de-aggregation, protection, encryption, transfer, movement, input, storage, migration, deletion, copying, processing, and modification of such data.

Personal Information

As used herein, the term “Personal Information” means any personal information or data, as may be defined by applicable privacy, data protection, or cybersecurity laws, that directly or indirectly identifies a natural person.

Each party agrees to transmit Personal Information consistent with applicable laws and any other obligations the respective party may have. We are permitted to use all such Personal Information to perform our obligations and exercise our rights under this Engagement Letter.

Terms, Conditions and Limitations for Assurance Services (Continued)

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to an AGH Party of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

To the extent the California Consumer Privacy Act and the California Privacy Rights Act, including as amended or replaced, and the associated regulations ("CCPA"), are applicable, AGH is a "Service Provider" for the Entity as such term is defined by the CCPA. Limited to the applicability of this paragraph, the terms "Personal Information" (or "PI") and "Consumer" shall have the same meaning as such terms are defined by the CCPA. The Entity may disclose PI to the AGH Parties solely for (i) a valid and specific business purpose as specified in this Engagement Letter; and (ii) to perform the services in this Engagement Letter. For any PI disclosed to AGH by the Entity, or obtained or accessible by an AGH Party on the Entity's behalf under this Engagement Letter, we will not (i) "sell" or "share" the PI (as those terms are defined by the CCPA); (ii) retain, use, or disclose PI for any purpose other than for the specific business purpose as specified in this Engagement Letter; or (iii) retain, use or disclose the information outside of the direct business relationship between the parties unless to another service provider as a subcontractor, where the subcontractor meets the requirements for a "Service Provider" under the CCPA. At your written request, and at your cost, we shall reasonably assist you in addressing your obligations under the CCPA with regard to privacy rights requests related to your PI held by us, directly resulting from our business relationship with you. We reserve the right to decline such a request where, as determined in our sole discretion, the request for our assistance could violate or impair a Consumer's (as that term is defined by the CCPA) rights under the CCPA or another applicable law, regulation, or professional and/or ethical obligation. We will endeavor to understand and comply with the requirements enumerated in (i), (ii), and (iii) above.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Engagement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this Engagement

Letter. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Engagement Letter. We will not be liable to you for any loss, damage or expense arising out of or from, or related to, such termination or suspension of our services.

Either party hereto may terminate this Engagement Letter for any reason upon fifteen (15) days' prior written notice to the other party. In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

Either party may terminate this Engagement Letter upon written notice if: (i) circumstances arise that in its judgment would cause its continued performance to result in a violation of law, a regulatory requirement, a legal process, a contractual obligation with a third party, applicable professional or ethical standards, or, in the case of AGH, our client acceptance or retention standards; or (ii) if the other party, or any director, executive, partner or principal thereof, is placed on a Sanctioned List (as defined herein), or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List (as defined below).

Neither AGH nor the Entity shall be responsible for any delay or failure in its performance resulting from acts beyond our reasonable control (each, a "Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Engagement Letter where our services are delayed more than 120 days by a Force Majeure Event; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Engagement Letter.

When an engagement has been suspended at the request of management (or those charged with governance) and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Engagement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Engagement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Engagement Letter will no longer apply. In

Terms, Conditions and Limitations for Assurance Services (Continued)

order for us to recommence work, the execution of a new Engagement Letter will be required.

The parties agree that those provisions of this Engagement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Engagement Letter.

Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, you agree to compensate us for any additional costs incurred as a result of your employment of one of our partners, principals or employees.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Engagement Letter. The Entity shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States. The Entity shall not knowingly cause AGH to violate any sanctions applicable to AGH. As used herein "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the Consolidated Canadian Autonomous Sanctions List, the United Nations Security Council, the European Union, and United Kingdom.

Any term of this Engagement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

Notices

Unless otherwise expressly agreed upon by the parties in this Engagement Letter, all notices required to be given hereunder will be in writing and addressed to the party at the business address provided in this Engagement Letter, or such other address as such party may indicate by a notice delivered to the other party. A copy of any legal notice (e.g., any claimed breach or termination of this Engagement Letter) sent by the Entity to AGH shall also be sent to the following address: Allen, Gibbs & Houlik, L.C., attn: Chief Executive Officer, 301 N. Main, Suite 1700,

Wichita, Kansas 67202. Except as otherwise expressly provided in this Engagement Letter, notices hereunder will be deemed given and effective: (i) if personally delivered, upon delivery; (ii) if sent by registered or certified mail or by overnight courier service with tracking capabilities, upon receipt; and, (iii) if sent by electronic mail (without indication of delivery failure), at such time as the party that sent the notice receives confirmation of receipt, whether by read-receipt confirmation or otherwise.

Dispute Resolution

We agree that any dispute arising out of, or relating to, this agreement or an interpretation of this agreement that we are not able to resolve ourselves shall be submitted to mediation under the American Arbitration Association's ("AAA") *Accounting and Related Services Arbitration Rules and Mediation Procedures* before resorting to arbitration, litigation or some other dispute resolution procedure. The mediator will be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. The mediation will be conducted in the State of Kansas. The mediation will be treated as a settlement discussion and, therefore, all discussions during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. Costs and expenses of the mediation shall be borne equally by each of us. Any costs of legal representation shall be borne by the hiring party. If the mediation does not result in an agreement acceptable to all sides, any party may take such other further action as he, she, or it deems advisable under law or equity.

Governing Law

This Engagement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Engagement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Kansas, without regard to its conflict of law principles, and applicable U.S. federal law.

May 13, 2025

The Honorable Mayor and City Council Members
City of Bel Aire, Kansas
7651 E. Central Park Ave
Bel Aire, Kansas 67226-7600

Attention: Mayor and City Council Members

This letter is to explain Allen, Gibbs & Houlik, L.C.'s ("AGH", "we", "us", or "our") understanding of the arrangements regarding our engagement to examine the City of Bel Aire, Kansas' (the "Entity") compliance with "activities allowed or unallowed" and "allowable cost/cost principles" (the "Specified Requirements") as described in Part IV "Requirements for an Alternative Compliance Examination Engagement for Recipients That Would Otherwise be Required to Undergo a Single Audit or Program-Specific Audit as a Result of Receiving Coronavirus State and Local Fiscal Recovery Funds" of the CSLFRF section of the 2024 OMB *Compliance Supplement* (referred to herein as "Requirements for an Alternative CSLFRF Compliance Examination Engagement") during the year ended December 31, 2024. We ask that you confirm this understanding. We are pleased to confirm our acceptance and our understanding of this examination engagement by means of this letter ("Engagement Letter").

Engagement Services

We will examine the Entity's compliance with the Specified Requirements in accordance with attestation standards established by the American Institute of Certified Public Accountants ("AICPA"); the standards applicable to attestation engagements contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and in the "Requirements for an Alternative CSLFRF Compliance Examination Engagement."

The GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the Entity, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. Because it could impact our independence with respect to the Entity, any requests by you to provide non-audit services in connection with this examination must be in writing.

At the conclusion of our engagement, we will issue a written report of our examination of compliance with the Specified Requirements in relation to stated or established criteria. Our report will be addressed to the Mayor and City Council Members of the City of Bel Aire, Kansas. We cannot guarantee that an unmodified opinion on compliance with the Specified Requirements will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, or withdraw from the engagement.

The attestation standards require that we perform our examination engagement only if we have reason to believe that the compliance with the Specified Requirements is capable of consistent measurement or evaluation against criteria that are suitable and available to users. If circumstances arise relating to the condition of the Entity's records, the availability of appropriate evidence or indications of a

significant risk of material misstatement of compliance with the Specified Requirements because of error, fraudulent financial reporting or misappropriation of assets that, in our professional judgment, prevent us from completing the engagement or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

The services that we will perform are not designed and cannot be relied upon to disclose errors, fraud or illegal acts, should any exist. However, to the extent permissible under applicable law, regulation, or professional or ethical standards, we will inform the appropriate level of management and the Mayor and City Council Members of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential.

Furthermore, the services were not designed to provide assurance on internal control. However, we will communicate to management and the Mayor and City Council Members any internal control deficiencies that become known to us during the course of the engagement.

However, as specifically required by GAS, significant deficiencies; material weaknesses; instances of fraud; noncompliance with provisions of laws, regulations, contracts or grant agreements; or abuse that come to our attention and that warrant the attention of those charged with governance will be communicated to management, the Mayor and City Council. If we detect any instances of fraud; noncompliance with provisions of laws, regulations, contracts or grant agreements; or abuse that do not warrant the attention of those charged with governance, our determination of whether and how to communicate such instances to management, the Mayor and City Council is a matter of professional judgment.

We will maintain our independence in accordance with the standards of the AICPA and GAS.

Entity's Responsibilities

Management and the Mayor and City Council Members are responsible for:

1. identifying applicable compliance requirements;
2. selecting the Criteria for the purposes of evaluating compliance with the Specified Requirements;
3. determining that the stated or established Criteria is suitable and appropriate for the purposes of evaluating compliance with the Specified Requirements, and will be available to the intended users or our report;
4. establishing and maintaining effective internal control over compliance with the Specified Requirements;
5. evaluating and monitoring the Entity's compliance with the Specified Requirements and providing us with a written assertion thereon;
6. specifying reports that satisfy legal, regulatory or contractual requirements;

7. making all records and related information available to us;
8. providing us with a written management representation letter confirming certain representations made during the course of the engagement;
9. the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on compliance with the Specified Requirements; and
10. informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers or others.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the Entity's books and records. The Entity will determine that all such data, if necessary, will be so reflected. Accordingly, the Entity will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by Entity personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Barry Smith, Director of Finance. The timely and accurate completion of this work is an essential condition to our completion of our services and issuance of our report.

Fees and Costs

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement plus expenses, including report processing, travel, meals, fees for services from other professionals, if applicable, and technology, research and library databases, communications, photocopying, postage and clerical assistance. Our fee estimate will be subject to adjustments based on unanticipated changes in the scope of our work and/or incomplete or untimely receipt by us of the information on the client participation list. All other provisions of this Engagement Letter will survive any fee adjustment. Interim billings will be submitted as work progresses and as expenses are incurred. Payment is due upon invoice delivery. Fees for this service will not exceed \$7,000.

Terms and Conditions

In accordance with GAS, a copy of our most recent peer review report is enclosed for your information.

For other terms and conditions related to this engagement, refer to communication sent regarding engagement terms and conditions laid forth on April 11, 2025.

Electronic Signatures and Counterparts

This Engagement Letter may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which taken together will constitute one and the same instrument. Each party agrees that any electronic signature of a party to this Engagement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect as a manual signature.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms contained herein, including any exhibits, policies, schedules, and/or other documents expressly incorporated herein by reference or attached hereto. Each party and its signatory below represent that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Management's Assertion

By signing this agreement, management asserts that the Entity is in compliance with "activities allowed or unallowed" and "allowable cost/cost principles" (the "Specified Requirements") as described in the "Requirements for an Alternative CSLFRF Compliance Examination Engagement."

AGREED TO AND ACKNOWLEDGED BY:

ALLEN, GIBBS & HOULIK, L.C.



Tara Laughlin
Senior Vice President, Assurance Services

TJL:cdf

Attachment: Peer Review Report

Confirmed on behalf of the City of Bel Aire, Kansas:

Mayor

Date

Baker Tilly US, LLP
101 Washington Street, East
P.O. Box 2629
Charleston, WV 25329
United States of America

T: +1 (304) 346 0441
F: +1 (304) 346 8333
bakertilly.com

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

December 6, 2022

To the Shareholders and Officers of Allen, Gibbs & Houlik, L.C.
and the Peer Review Committee of the Oklahoma Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Allen, Gibbs & Houlik, L.C. (the firm) in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; and an examination of a service organization (SOC 2 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

December 6, 2022

Page 2

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Allen, Gibbs & Houlik, L.C. in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Allen, Gibbs & Houlik, L.C. has received a peer review rating of *pass*.

Baker Tilly US, LLP

(Published at www.belaireks.gov on _____, June, 2025.)

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 15, ARTICLE 2, OF
THE CODE OF THE CITY OF BEL AIRE, KANSAS
REGARDING THE SOLID WASTE UTILITY AND CURBSIDE
RECYCLING SYSTEM; ESTABLISHING ADMINISTRATION
FEES, AND REPEALING ORDINANCE NO. 358.

WHEREAS, the City of Bel Aire, Kansas (hereinafter referred to as the “City”) has previously adopted Chapter 15, Article 2 of the Code of the City of Bel Aire, Kansas (hereinafter referred to as the “Code”), which contains provisions regarding the solid waste utility and curbside recycling system; and

WHEREAS, THE City finds it necessary and advisable to amend Chapter 15, Article 2 of the Code.

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

Section 1. Definitions.

In addition to the words, terms and phrases elsewhere defined in this ordinance, the following words, terms and phrases as used in this ordinance shall have the following meanings:

1. “Contract recycling program hauler” means any individual, firm, partnership, corporation, or company under contract with the City of Bel Aire, Kansas to provide curbside recycling.
2. “Curbside recycling” means the weekly collection, by the contract recycling program hauler, of recyclable materials, contained in bags and containers provided by the contract recycling program hauler, at the public street curb of each residential dwelling unit.
3. “Recyclable materials” means newspaper, glossy paper including magazines and catalogs, white and pastel colored office paper, metals and plastics, glass, cardboard and brown paper sacks, motor oil, automotive batteries, household batteries, and clothing.
4. “Residential dwelling unit” means a singular unit providing independent living facilities for one or more persons in a single-family, duplex, multifamily or condominium residential property, located within the corporate limits of the City of Bel Aire, Kansas, which receives a monthly water and sewer utility bill from the City of Bel Aire, Kansas.

- 41 5. “Solid waste utility” means the utility created by this ordinance to administer the curbside
42 recycling system set forth in this ordinance.

43
44 Section 2. Creation of Solid Waste Utility.

45 The City of Bel Aire, Kansas does hereby establish a solid waste utility and curbside recycling
46 system and declares its intention to be responsible for the operation and administration of said
47 solid waste utility and curbside recycling system.

48
49 Section 3. Findings and Determinations.

50 It is found determined, and declared that the elements of said curbside recycling system which
51 provides for the collection and recycling of recyclable materials are of benefit and are designed to
52 provide services to all residential dwelling units within the corporate limits of the City of Bel Aire,
53 Kansas. It is further found, determined, and declared that the collection and recycling of recyclable
54 materials, as part of said curbside recycling system, should be provided by a contract recycling
55 program hauler pursuant to a written contract with the City of Bel Aire, Kansas.

56
57 Section 4. Administration

58 The solid waste utility, under the direction of the city administrator or his/her designee, shall have
59 the power to:

- 60
61 1. Administer and oversee the operation of the curbside recycling system;
62
63 2. Negotiate consecutive contracts with a contract recycling program hauler to operate the
64 curbside recycling system pursuant to this ordinance, ~~including an initial contract with~~
65 ~~South Central Recycling, 417 W. 11th, Newton, Kansas;~~
66
67 3. Administer and enforce this ordinance and all contracts, regulations and procedures
68 adopted relating to the operation of the curbside recycling system;
69
70 4. Advise the City Council on matters relating to the curbside recycling system;
71
72 5. Make recommendations to the City Council concerning establishing ordinances and
73 regulations concerning recycling and solid waste management;
74
75 6. Collect the solid waste fees established pursuant to this ordinance and make payments to
76 the contract recycling program hauler pursuant to any contract entered into pursuant to this
77 ordinance; and
78
79 7. Analyze the cost of services and benefits provided by the curbside recycling system and
80 the fees and other revenues of the solid waste utility annually.

Section 5. Solid Waste Fee Established.

Commencing on March 1, 2002, there is imposed on each and every residential dwelling unit located within the corporate limits of the City of Bel Aire, Kansas a solid waste fee of \$4.00 per month. Such solid waste fee may be amended from time to time by a resolution of the City Council of the City of Bel Aire, Kansas.

Section 6. Solid Waste Fee Collection.

The solid waste fee shall be billed and collected monthly with the monthly water and sewer utility bill. The solid waste fee shall be part of a consolidated statement for utility customers which shall be paid by a single payment. In the event that a partial payment is received, the payment shall be applied to the water and sewer portion of the account first and then to the solid waste fee portion of the account. Unless otherwise provided for herein, all bills for solid waste fees shall become due and payable in accordance with rules and regulations that pertain to water and sewer utility charges. Solid waste fee bills for any given property shall initially be the responsibility of the person who is paying for water and/or sewer service for the property. If no person is in possession of the property, then the solid waste fees shall be the responsibility of the property owner. The property owner is responsible for the solid waste fees not paid by the occupant.

Solid waste fees shall be subject to a penalty for late payment which is the same as that imposed for late payment of water and sewer utility charges. In addition to any other remedies or penalties provided by this or any other ordinance of the city, failure to pay such charges promptly when due shall subject such user to discontinuance of water services and the city administrator, or the city administrator's designee, is empowered and directed to enforce this provision as to any and all delinquent users in accordance with provisions for failure to pay water and sewer utility charges. Users shall be entitled to notice and shall have the right to a hearing in accordance with provisions for failure to pay water and sewer utility charges, before such users' water service is discontinued for failure to pay solid waste fees.

Solid waste fees authorized to be charged in this ordinance when delinquent may be certified by the City Clerk of Bel Aire, Kansas to the County Clerk of Sedgwick County to be placed on the tax roll for collection, subject to the same penalties and to be collected in like manner as other taxes, and such charges shall, thereafter, constitute a lien upon the real estate against which such charges were made, regardless of whether the solid waste fees were incurred when a property owner was in possession of the property or a nonowner was in possession of the property.

Section 7. is hereby created to read as follows:

“Section 7. Curbside Recycling System, Administration Fee.

All residential dwelling units will be billed one dollar (\$1.00) per month for the administration services provided by the City associated with the Curbside Recycling System. This administration fee is in addition to the curbside recycling collection fee and amended by the terms and provisions of the effective service agreement between the City and the contract recycling program hauler. This administration fee will be set and amended from time to time by Resolution of the Governing Body.”

Section 8. is hereby created to read as follows:

“Section 8. Residential Solid Waste Collection, Administration Fee.

All residential dwelling units receiving solid waste collection services from the contract recycling program hauler will be billed three dollars and twenty-five cents (\$3.25) per month for the administration services provided by the City associated with solid waste collection. This administration fee is in addition to the solid waste fee / collection fee and amended by the terms and provisions of the effective service agreement between the City and the contract recycling program hauler. This administration fee will be set and amended from time to time by Resolution of the Governing Body.”

Section ~~7~~ 9. Solid Waste Utility Enterprise Fund.

Solid waste fees collected by the city shall be paid into an enterprise fund which is created, to be known as the "solid waste utility fund." Such fund shall be used for the purpose of paying the contractual debts incurred by the City of Bel Aire, Kansas pursuant to the provisions of this ordinance and all other operating expenses of the utility.

Section ~~8~~ 10. Severability.

In the event that any portion or section of this ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this ordinance which shall remain in full force and effect.

Section ~~9~~ 11 Effective Date

This Ordinance shall take effect and be in force from and after its publication in the official city newspaper.

Section 10. Repealer

Ordinance No. 358 is repealed. All other ordinances or parts of other ordinances in conflict herewith are repealed. However, any section of an existing ordinance not in conflict herewith is not repealed and remains in full force and effect.

[Remainder of this page intentionally left blank]

PASSED, ADOPTED, AND APPROVED by the Governing Body of the City of Bel Aire, Kansas,
on the _____ day of June, 2025.

APPROVED by the Mayor on the _____ day of June, 2025.

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk

APPROVED AS TO FORM ONLY:

Maria A. Schrock, City Attorney

(Published at www.belaireks.gov on June, _____, 2025.)

RESOLUTION NO. _____

A RESOLUTION AMENDING THE SOLID WASTE UTILITY AND CURBSIDE RECYCLING SYSTEM FEES OF THE CITY OF BEL AIRE, KANSAS, AND REPEALING RESOLUTIONS R-2023-06 AND R-2024-14.

WHEREAS, the City of Bel Aire, Kansas (hereinafter referred to as the “City”) has previously adopted Chapter 15, Article 2 of the Code of the City of Bel Aire, Kansas (hereinafter referred to as the “Code”), which contains provisions regarding the solid waste utility and curbside recycling system; and

WHEREAS, the Governing Body convened on May 20, 2025 and approved a 2% increase in rates, with the contract recycling program hauler (Waste Connections), effective June 1, 2025; and

WHEREAS, the City finds it necessary and advisable for the collection fees to be amended by resolution.

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

SECTION 1. Solid Waste Utility and Curbside Recycling System Collection Fees

The amended collection fees are reflected in the table below, in the collection fee column. The table below also shows how the collection fees and administration fees, create the total monthly fees. The amended collection fees will be reflected on July 15, 2025, utility bills.

| <u>Solid Waste Utility</u> <u>Residential Solid Waste</u> | <u>Collection Fee</u> | | <u>Administration</u> <u>Fee</u> | | <u>Monthly</u> <u>Fees</u> |
|--------------------------------------------------------------|-----------------------|---|-------------------------------------|---|-------------------------------|
| One 95-gallon residential solid waste cart | \$10.27 | + | \$3.25 | = | \$13.52 |
| One 65-gallon residential solid waste cart | \$9.15 | + | \$3.25 | = | \$12.40 |

| <u>Curbside Recycling System</u> | <u>Collection Fee</u> | | <u>Administration</u> <u>Fee</u> | | <u>Monthly</u> <u>Fees</u> |
|----------------------------------|-----------------------|---|-------------------------------------|---|-------------------------------|
| One 95-gallon recycling cart | \$3.61 | + | \$1.00 | = | \$4.61 |

[Remainder of Page Intentionally Left Blank]

36 PASSED, ADOPTED, AND APPROVED by the Governing Body of the City of Bel Aire, Kansas,
37 on the _____ day of June, 2025.

38

39 APPROVED by the Mayor on the _____ day of June, 2025.

40

41

42

CITY OF BEL AIRE, KANSAS

43

44

45

46

Jim Benage, Mayor

47

48

49

50 ATTEST:

51

52

53

54 _____
Melissa Krehbiel, City Clerk

55

56

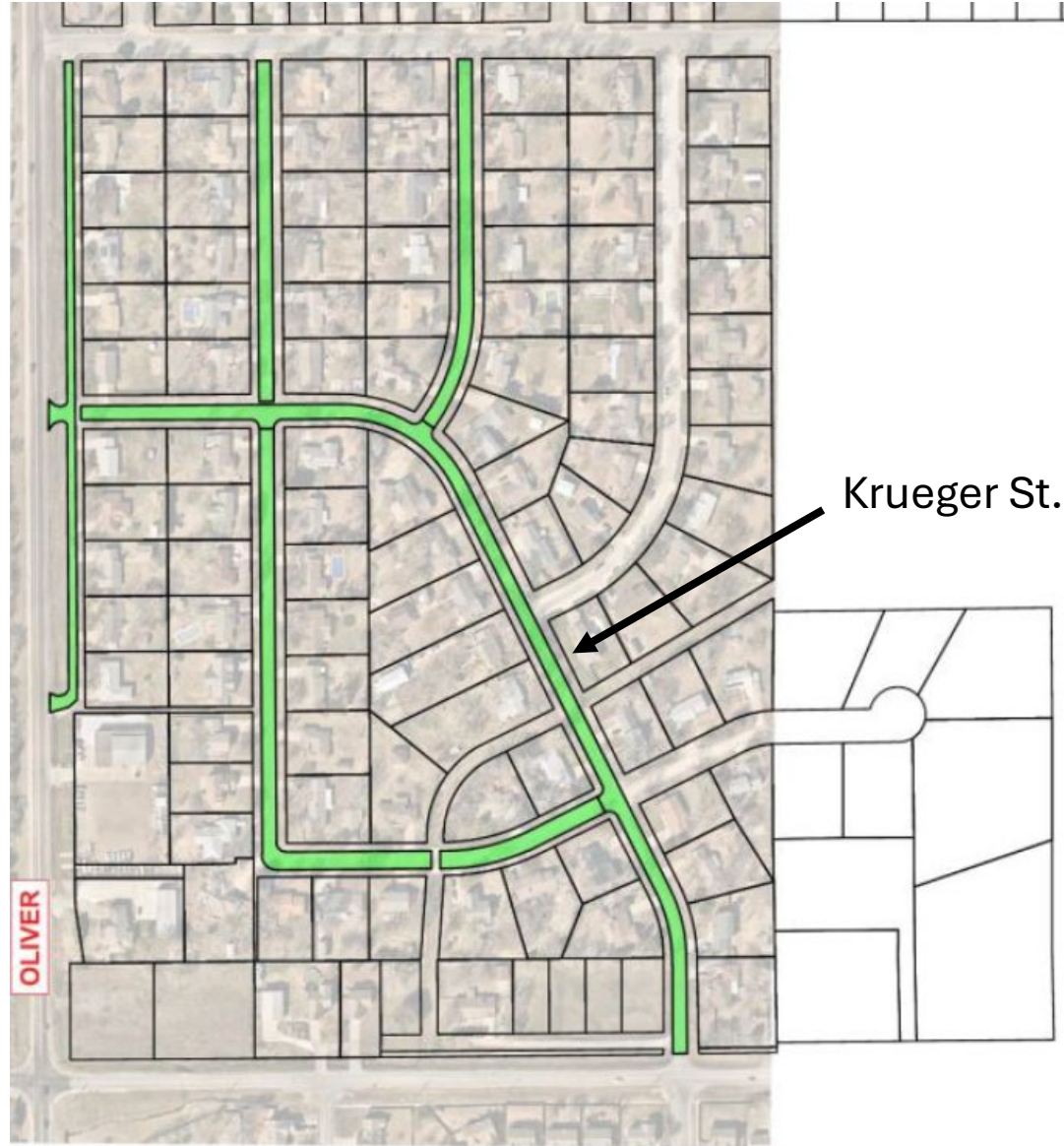
57 APPROVED AS TO FORM ONLY:

58

59

60

61 _____
Maria A. Schrock, City Attorney



| | | |
|-------------------------------------|---------------|--|
| Budget | 1,900,000 | |
| | | |
| Arterial Pavement Marking Refresh | -74,000.00 | |
| Street Maintenance (Original Scope) | -1,220,000.00 | |
| Full-Time Inspection & Design Costs | -125,000.00 | |
| Change Order No. 1 | -92,000.00 | |
| Change Order No. 2 | -107,000.00 | |
| Change Order No. 3 | -120,000.00 | |
| Change Order No. 4 | -65,000.00 | |
| Miscellaneous Overruns ≈ | -40,000.00 | |
| Change Order No. 5 | -9,022.00 | |
| Total | -1,852,022.00 | |
| Remaining Budget | 47,978.00 | |

Street Maintenance Fund 2025**Estimate**

Section XII, Item I.

Schedule of Revenues & Expenditures (Unaudited)

| | FY25 | FY25 | FY25 | |
|----------------------------------|------------------|------------------|----------|------------------|
| <u>REVENUES</u> | Budget | Estimate | Variance | |
| State Fuel Tax | 224,580 | 224,580 | 0 | < state estimate |
| County Fuel Tax | 99,100 | 99,100 | 0 | < state estimate |
| Transfer From Solid Waste | 100,000 | 100,000 | - | |
| Transfer From General | 850,000 | 850,000 | - | |
| Other Revenues | 0 | - | - | |
| TOTAL REVENUES | 1,273,680 | 1,273,680 | 0 | |
| <u>EXPENDITURES</u> | | | | |
| Personnel: | 111,495 | 111,495 | 0 | |
| Contractual: | 137,500 | 137,500 | 0 | |
| Commodities: | 99,700 | 99,700 | 0 | |
| Street Repair Materials (Gravel) | 15,000 | 15,000 | 0 | |
| Street Repair Materials (Paved) | 50,000 | 50,000 | 0 | |
| Capital Outlay: | 1,900,000 | 1,852,022 | (47,978) | |
| TOTAL EXPENDITURES | 2,313,695 | 2,265,717 | | |
| Beginning Fund Balance | 1,489,555 | 1,489,555 | | |
| Revenues Over (Under) Expenses | (1,489,555) | (992,037) | | |
| Fund Balance - ending | 449,540 | 497,518 | | |

(Published at www.belaireks.gov on June, _____, 2025.)

RESOLUTION NO. _____

**A RESOLUTION TO MODIFY THE CHANGE ORDER POLICY
GOVERNING THE CONSTRUCTION OF A SINGLE CONSTRUCTION PROJECT.**

WHEREAS, the 2025 Street Maintenance Project consists of pavement patching, curb and gutter replacement, milling, and overlaying of certain streets within the city limits. This type of work routinely entails the need to make contract modifications for field conditions, quantity adjustments, and other alternations necessary for efficient and effective project completion; and

WHEREAS, the use of public bidding followed by use of professional city staff for project oversight protects against cost overruns that do not inure to the benefit of the public; and

WHEREAS, timely execution of that work is in the best interest of the public and nearby commercial and residential property owners; and

WHEREAS, an increase in the level of change orders allowed without council approval, will allow responsible project management to continue without costly and inconvenient construction delays;

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

Section 1. The City Council for the City of Bel Aire, Kansas hereby adopts and approves a one-time modification to the Purchasing Policy dated July 11, 2024, governing council approval of purchases above \$10,001. This modification grants the City Manager and Mayor authority to approve and execute change orders up to \$150,000, only for the 2025 Street Maintenance Project.

Section 2. Such change orders will be presented to city council at the next regularly scheduled meeting for information only, since the City Manager and Mayor are authorized to approve the change order without formal approval by the city council.

Section 3. This policy is effective only for the 2025 Street Maintenance Project change order work that both arises from unforeseen conditions that are discovered after bids are let and that does not expand the scope of work to be performed under the original contract. Work that is not the result of unforeseen conditions or that expands the scope of the contract work is to be separately bid.

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

Section 5. Publication. The City Clerk shall cause this resolution, as soon as practicable

after it has been passed and approved, to be published on the City’s website as the designated official city newspaper.

[Remainder of this page intentionally left blank]

PASSED, ADOPTED, AND APPROVED by the Governing Body of the City of Bel Aire,
Kansas on the 3rd day of June, 2025.

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk

APPROVED AS TO FORM ONLY:

Maria A. Schrock, City Attorney



U:\Standards\Muni-Trans\6 - GIS & Planning\

05/07/2025



CITY OF BEL AIRE

SEDGWICK COUNTY, KANSAS

SKYVIEW PARK PLAYGROUND

LOTS 14-16, BLOCK D, SKYVIEW 2ND ADDITION
BEL AIRE, KANSAS

PEC PROJECT NO. 237363-015

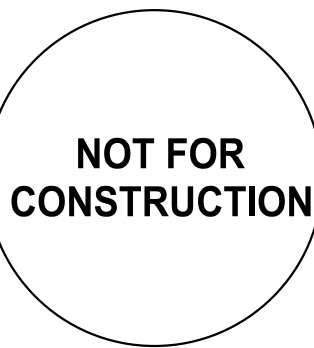
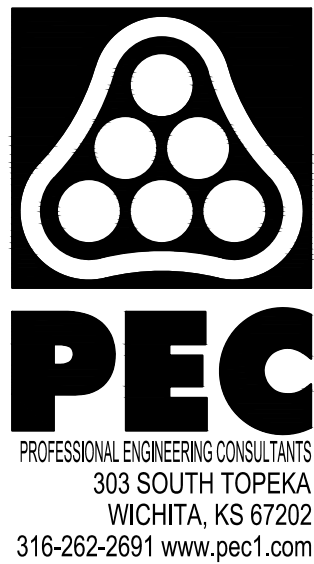


LOCATION MAP

APRIL 2025

Sheet Index

| Sheet Number | Sheet Title |
|--------------|-------------------------|
| G-001 | COVER SHEET |
| G-002 | GENERAL NOTES |
| LS101 | SITE PLAN |
| LS102 | AMENITY LAYOUT PLAN |
| LS501 | SITE DETAILS |
| LG101 | SITE GRADING |
| LG501 | EROSION CONTROL DETAILS |
| LP101 | PLANTING PLAN |
| LP501 | PLANTING DETAILS |



SKYVIEW PARK
PLAYGROUND
BEL AIRE, KANSAS

| | | |
|-------------|------------|----------|
| Issue: | | |
| 1 | 90% CD SET | 04/28/25 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| JOB NO. | 237363-015 | |
| DATE | APRIL 2025 | |
| PM | KPG | |
| DESIGNED BY | RKO | |
| DRAWN BY | RKO | |
| CHECKED BY | KPG | |

COVERSHEET

G-001

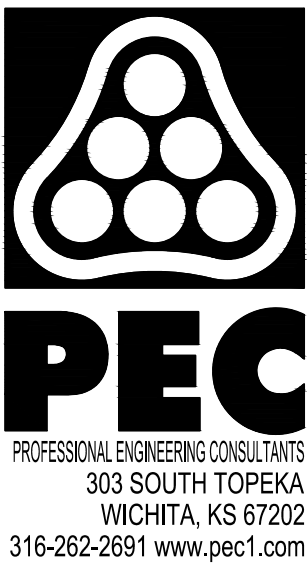
GENERAL NOTES - (DEMOLITION)

1. PAVEMENT DEMOLITION SHALL BE IN ACCORDANCE WITH PROJECT SPECIFICATIONS.
2. BASE MATERIALS UNDER DEMOLISHED PAVEMENT SHALL BE REMOVED OFF-SITE.
3. ELECTRIC, COMMUNICATION AND MECHANICAL DEMOLITION ARE NOT SHOWN ON CIVIL SHEETS. REFERENCE SITE ELECTRICAL AND MECHANICAL PLANS FOR ELECTRICAL, COMMUNICATION, AND MECHANICAL DEMOLITION.
4. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER PRIOR TO DEMOLITION TO DETERMINE DEMOLITION ITEMS THAT ARE TO BE SALVAGED TO THE OWNER. SALVAGEABLE ITEMS ARE TO BE DELIVERED TO THE OWNER AT LOCATIONS DIRECTED BY THE OWNER. ALL NON-SALVAGED ITEMS ARE TO BE DISPOSED OFF-SITE BY THE CONTRACTOR.
5. CONTRACTOR SHALL PROVIDE NECESSARY MEANS TO PROTECT THE PUBLIC AND TO PROHIBIT ACCESS TO CONSTRUCTION SITE WHILE MAINTAINING ACCESS TO EXISTING FACILITIES.
6. CONTRACTOR SHALL COORDINATE ALL DEMOLITION ACTIVITIES WITH OWNER AND UTILITY COMPANIES. CONTRACTOR SHALL VERIFY UTILITIES ARE OUT OF SERVICE/ABANDONED BEFORE DEMOLITION.
7. CONTRACTOR SHALL PROVIDE NEAT SAW CUTS AT ALL EXISTING CONCRETE AND ASPHALT ABUTTING NEW PAVEMENT AND WHERE EXISTING PAVEMENT IS REMAINING IN PLACE. SAW CUTS IN CONCRETE PAVEMENT SHALL BE AT JOINT LOCATIONS.
8. EXISTING SITE FEATURES (PAVING, UTILITIES, CURBS, SIDEWALK, DRAINAGE, IRRIGATION AND LANDSCAPING) DAMAGED BY CONSTRUCTION AND NOT SHOWN TO BE REMOVED SHALL BE REPLACED TO MATCH EXISTING OR BETTER CONDITIONS PRIOR TO DISTURBANCE.
9. UNLESS OTHERWISE NOTED ON PLANS OR SPECIFICATIONS, ALL DEMOLISHED UTILITIES SHALL BE CAPPED AT THE MAIN CONNECTION. ALL ABANDONED PIPE ENDS SHALL BE PLUGGED.
10. CONTRACTOR SHALL COORDINATE PAVEMENT REMOVAL AND REPLACEMENT WITH PROPOSED UTILITIES CONSTRUCTION. REFERENCE SITE UTILITY PLAN AND CONTACT KANSAS GAS SERVICE FOR PROPOSED UTILITY LOCATIONS. ALL PAVEMENT REMOVAL AND REPLACEMENT SHALL BE SUBSIDIARY TO THE GMP IN THE AGREEMENT.
11. ALL ITEMS LOCATED IN DEMOLITION LIMITS NOT SHOWN SHALL BE IDENTIFIED AND COORDINATED WITH THE OWNER PRIOR TO DEMOLITION.

GENERAL NOTES

1. ALL CONSTRUCTION AND MATERIALS TO COMPLY WITH CITY OF BEL AIRE STANDARD CONSTRUCTION SPECIFICATIONS AND DETAILS, UNLESS OTHERWISE INCLUDED IN THE CONTRACT DOCUMENTS.
2. EACH BIDDER SHALL VISIT THE SITE OF THE PROJECT BEFORE SUBMITTING THE PROPOSAL FOR THIS WORK SO THAT THEY WILL BE FULLY INFORMED OF THE EXISTING FIELD CONDITIONS AND THE OBSTACLES WHICH MIGHT BE ENCOUNTERED. UPON AWARD OF THE CONTRACT THE CONTRACTOR WILL NOT BE GRANTED ANY ADDITIONAL COMPENSATION WITH REGARDS TO TIME AND MONEY FOR CONDITIONS THAT MAY HAVE BEEN EVALUATED DURING ANY INSPECTION OF THE SITE.
3. AT LEAST 72 HOURS PRIOR TO BEGINNING ANY EXCAVATION (EXCLUDING WEEKENDS AND HOLIDAYS), THE CONTRACTOR SHALL CONTACT THE KANSAS ONE-CALL SYSTEM. A UTILITY LOCATION SERVICE, AT (316)-687-2470 OR 811 TO REQUEST THE LOCAL UTILITY COMPANIES TO LOCATE ANY EXISTING LINES WITHIN THE PROJECT AREA.
4. THE CONTRACTOR MUST NOTIFY THE FOLLOWING IN CASE OF AN EMERGENCY:

EMERGENCY DISPATCH: 911
COX COMMUNICATIONS: 888-249-3530
EVERGY: 800-383-1183
AT&T: 800-286-8313
KANSAS GAS SERVICE: 888-482-4950
6. THE CONTRACTOR SHALL GIVE ALL PROPERTY OWNERS AND/OR TENANTS OF DEVELOPED PROPERTY DIRECTLY ABUTTING THE CONSTRUCTION OF THIS PROJECT A MINIMUM OF SEVEN (7) DAYS ADVANCE NOTICE PRIOR TO THE START OF CONSTRUCTION.
7. THE CONTRACTOR SHALL NOT START WORK ON THE PROJECT UNTIL THE PROJECT INSPECTOR IS ASSIGNED AND IS PRESENT ON THE SITE. ANY WORK DONE WITHOUT INSPECTION WILL BE REQUIRED TO BE UNCOVERED FOR INSPECTION AT THE CONTRACTORS EXPENSE.
8. EXISTING UTILITIES AND THEIR LOCATION, AS SHOWN ON THE DRAWINGS, REPRESENT THE BEST INFORMATION OBTAINABLE FOR DESIGN. LOCATION INFORMATION HAS BEEN OBTAINED FROM THE VARIOUS UTILITY COMPANIES AND IS EITHER FROM COMPANY RECORD DRAWINGS OR COMPANY PROVIDED FIELD LOCATIONS. IT SHOULD BE NOTED THAT OTHER BURIED LINES AND CABLES MAY EXIST WHICH ARE NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL HAVE ALL BURIED LINES LOCATED AND FLAGGED IN THE FIELD PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL CONTACT THE ENGINEER AND REVIEW ANY BURIED LINES LOCATED IF CONFLICTS EXIST. THE CONTRACTOR WILL BE REQUIRED TO WORK AROUND EXISTING UTILITIES WITHIN THE RIGHT-OF-WAY WHICH DO NOT CONFLICT WITH PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION DURING TRENCHING OPERATIONS TO AVOID DAMAGING THESE LINES. ANY LINES DAMAGED SHALL BE REPLACED OR REPAIRED IMMEDIATELY AS DIRECTED BY THE ENGINEER AT THE CONTRACTOR'S EXPENSE.
9. THE CONTRACTOR SHALL EXPOSE AND VERIFY THE VERTICAL AND HORIZONTAL LOCATION OF EXISTING UTILITIES THAT ARE IN POTENTIAL CONFLICT WITH THE PROPOSED IMPROVEMENTS. THE UTILITY LOCATES SHALL BE PERFORMED PRIOR TO THE START OF CONSTRUCTION AND ANY DISCREPANCIES SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING PROPERTY IRONS AND SECTION CORNERS. THE CONTRACTOR SHALL BE REQUIRED TO RE-ESTABLISH ANY PROPERTY IRONS AND SECTION CORNERS WHICH ARE DAMAGED OR DESTROYED BY CONSTRUCTION OPERATIONS. SUCH IRONS AND SECTION CORNERS SHALL BE RE-ESTABLISHED BY A LICENSED LAND SURVEYOR IN ACCORDANCE WITH STATE LAWS.
11. EASEMENTS AND RIGHTS-OF-WAY PROVIDED BY THE OWNER FOR THE PROJECT ARE SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACQUISITION OF ANY ADDITIONAL TEMPORARY EASEMENTS OR RIGHTS-OF-WAY DESIRED TO USE IN COMPLETING THE WORK.
12. THE CONTRACTOR SHALL CONTAIN THEIR OPERATIONS TO PERMIT LOCAL AND EMERGENCY TRAFFIC THROUGH AND ACROSS CONSTRUCTION AT ALL TIMES. THE CONTRACTOR SHALL UTILIZE WARNING SIGNS, FLASHING LIGHTS, BARRICADES, AND FLAGMEN IN COMPLIANCE WITH THE LATEST VERSION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
13. RUBBLE FROM THE REMOVAL OF MISCELLANEOUS STRUCTURES INCLUDING ANY TREES REMOVED, TREE TRIMMINGS, AND EXCESS EXCAVATION WHICH IS TO BE WASTED SHALL BE DISPOSED OF ON SITES PROVIDED BY THE CONTRACTOR. THESE SITES SHALL ALSO BE APPROVED BY THE ENGINEER AS TO SUITABILITY, APPEARANCE, AND SITE LOCATION. LOCATIONS THAT, IN THE OPINION OF THE ENGINEER, WILL LEAVE AN
- UNSIGHTLY APPEARANCE WILL NOT BE APPROVED. ALL DISPOSAL SITES MUST BE APPROVED BY THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT. MATERIAL EITHER STOCKPILED OR DISPOSED OF IN A FLOOD PLAIN WILL REQUIRE A KANSAS STATE BOARD OF AGRICULTURE PERMIT. ANY MATERIAL DUMPED IN WATERS OF THE UNITED STATES, FLOODWAYS, OR WETLANDS IS SUBJECT TO U.S. CORPS OF ENGINEERS PERMITTING REGULATIONS. ANY MATERIAL BURIED OR STOCKPILED BEYOND APPROVED CONSTRUCTION LIMITS MAY REQUIRE ARCHAEOLOGICAL INVESTIGATIONS UNLESS BURIED IN A PREVIOUSLY APPROVED DISPOSAL LOCATION.
14. THE CONTRACTOR SHALL AVOID REMOVAL OR TRIMMING OF ANY TREES OR SHRUBS WHERE POSSIBLE. WHERE THE CONTRACTOR BELIEVES THE REMOVAL OR TRIMMING IS UNAVOIDABLE, THIS WORK SHALL BE COORDINATED WITH THE ENGINEER. TREE TRIMMING/REMOVAL SHALL BE COMPLETED IN ACCORDANCE WITH U.S FISH AND WILDLIFE SERVICE AND KANSAS DEPARTMENT OF WILDLIFE, PARKS, AND TOURISM RESTRICTIONS.
15. THE CONTRACTOR SHALL RESTORE ALL DITCHES, SWALES, ROAD SHOULDERS, AND BANKS TO THEIR ORIGINAL SLOPES AND GRADES EXCEPT AS SHOWN OTHERWISE. WHERE EXISTING ENTRANCE PIPE, DRAINAGE PIPE, SIGNS, FENCES, LANDSCAPING, ETC., CONFLICT WITH THE PROPOSED WORK HEREIN, THEY SHALL BE REMOVED AND REPLACED OR RESET, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
16. THE CONTRACTOR SHALL INSTALL AND/OR MAINTAIN EROSION CONTROL METHODS AS SPECIFIED ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EROSION CONTROL THROUGH THE COMPLETION OF THIS PROJECT. INSTALLATION OF THESE EROSION CONTROL DEVICES DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF ABATING SOIL EROSION.
17. THE CONTRACTOR SHALL TAKE CARE TO PREVENT SILT AND DEBRIS FROM ENTERING ANY STORM DRAINAGE SYSTEM DURING CONSTRUCTION. PIPES OR STRUCTURES WHICH CONTAIN MATERIALS FROM THE CONTRACTORS ACTIVITIES SHALL BE THOROUGHLY CLEANED BY THE CONTRACTOR, AT THEIR OWN EXPENSE, PRIOR TO THE FINAL INSPECTION.
18. RECONSTRUCTION OF EROSION CONTROL MEASURES WHICH ARE DESTROYED BY WIND, FLOOD, FIRE, OR BY THE ACTIONS OF THE CONTRACTOR OR OTHERS SHALL BE PERFORMED BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER AT NO ADDITIONAL COST. WHERE ADJUSTMENTS IN QUANTITIES ARE REQUIRED BY FIELD CONDITIONS, THERE SHALL BE NO ADJUSTMENT IN UNIT PRICE.
19. ALL GRASSED AREAS DISTURBED BY CONSTRUCTION OF THE PROPOSED IMPROVEMENTS SHALL BE REPLANTED WITH GRASS AND FERTILIZED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS. EXISTING GRASSED AREAS DISTURBED BY CONSTRUCTION SHALL BE REPLANTED WITH THE SAME TYPE OF GRASS AS WAS REMOVED, UNLESS OTHERWISE SPECIFIED.
20. THE CONTRACTOR SHALL SEED ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES WITH TEMPORARY RYE GRASS. RYE GRASS SEED SHALL BE PLANTED AT A MINIMUM RATE OF SIX (6) POUNDS PER ONE THOUSAND (1,000) SQUARE FEET. THIS TEMPORARY SEEDING MAY BE OMITTED ONLY IF PERMANENT SEEDING/SODDING IS APPLIED. TEMPORARY SEEDING OR PERMANENT SEEDING/SODDING SHALL BE APPLIED WITHIN 14 DAYS AFTER THE AREA HAS BEEN DISTURBED.
21. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION STAKING. STAKING AND BENCH MARKS DESTROYED DURING CONSTRUCTION OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
22. CONTRACTOR SHALL MAINTAIN UNINTERRUPTED UTILITY SERVICE TO ADJACENT FACILITIES DURING CONSTRUCTION, UNLESS OTHERWISE APPROVED BY OWNER.
23. WRITTEN REQUEST TO THE OWNER WILL BE REQUIRED 72 HOURS PRIOR TO A SCHEDULED UTILITY OUTAGE. THE FIRE DEPARTMENT MUST BE NOTIFIED OF ANY FIRE HYDRANTS OR WATER MAINS TAKEN OUT OF SERVICE.



NOT FOR
CONSTRUCTION

SKYVIEW PARK
PLAYGROUND
BEL AIRE, KANSAS

| | | |
|-------------|------------|----------|
| Issue: | | |
| 1 | 90% CD SET | 04/28/25 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| JOB NO. | 237363-015 | |
| DATE | APRIL 2025 | |
| PM | KPG | |
| DESIGNED BY | RKO | |
| DRAWN BY | RKO | |
| CHECKED BY | KPG | |

GENERAL NOTES

G-002



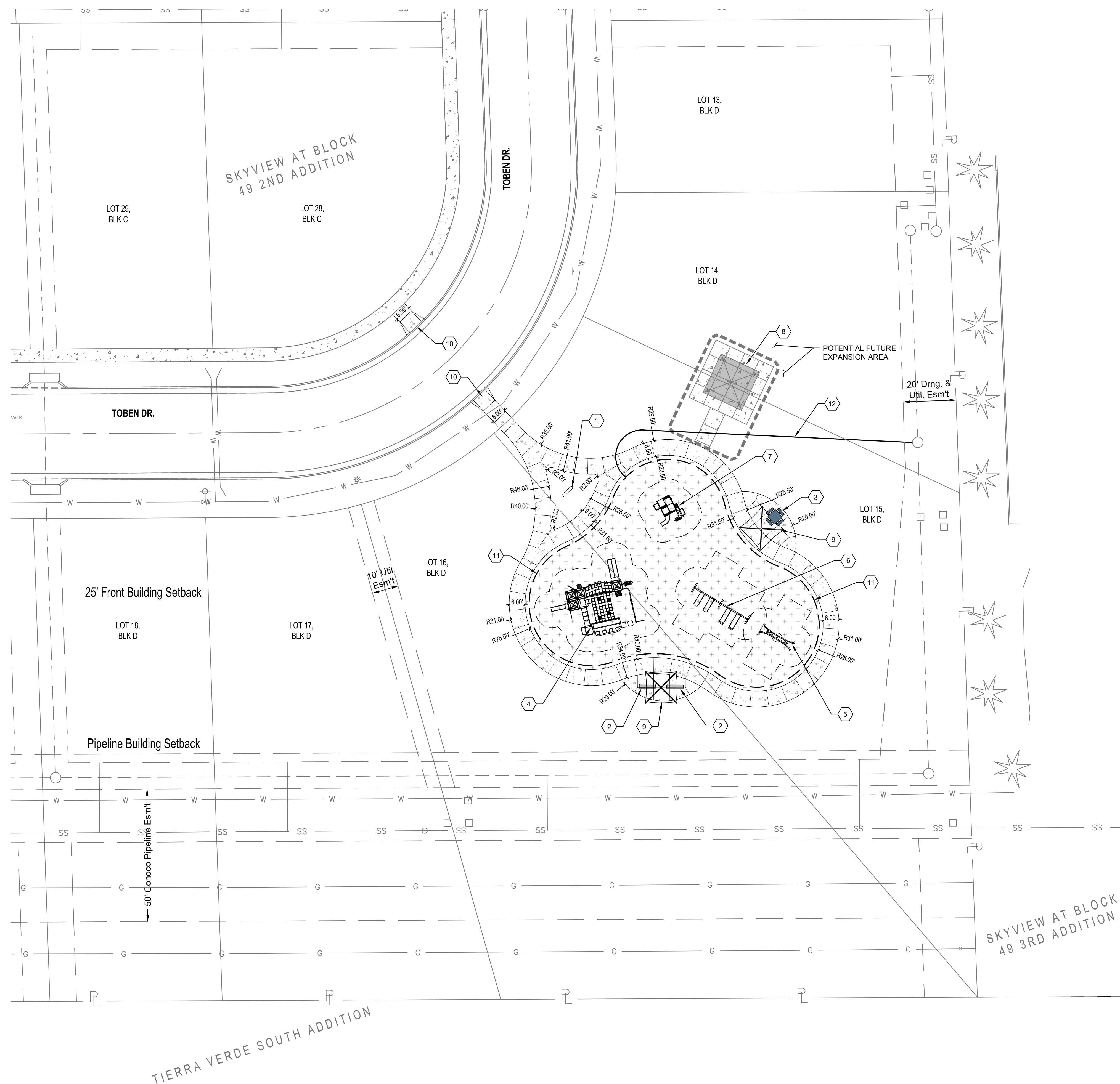
**NOT FOR
CONSTRUCTION**

SKYVIEW PARK
PLAYGROUND
BEL AIRE, KANSAS

| | | |
|-------------|------------|------------|
| Issue: | | |
| 1 | 90% CD SET | 04/28/25 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| JOB NO. | | 237363-015 |
| DATE | | APRIL 2025 |
| PM | | KPG |
| DESIGNED BY | | RKO |
| DRAWN BY | | RKO |
| CHECKED BY | | KPG |

SITE PLAN

LS101





SITE NOTES

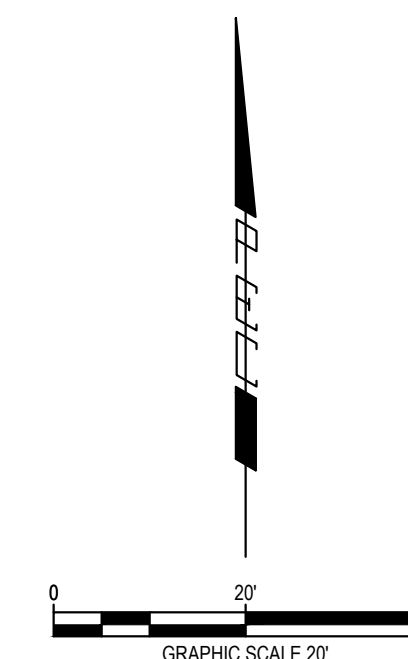
1. REFERENCE G-002 FOR GENERAL NOTES APPLICABLE TO THIS DRAWING.
2. SEE ##### FOR PLAYGROUND EQUIPMENT AND AMENITY LAYOUT.
3. SEE UTILITY PLAN FOR LAYOUT OF ALL PROPOSED UTILITIES.

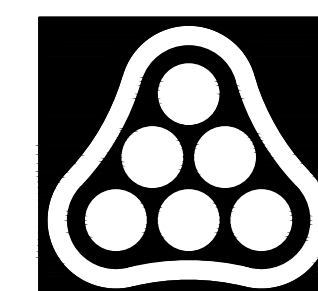
SITE KEYNOTES

- 1 PARK SIGN (BY OTHERS)
- 2 BENCH = TENDERTUFF 72" BENCH WITH BACK.
COLORS TO BE DETERMINED BY OWNER.
- 3 PICNIC TABLE = TENDERTUFF PICNIC TABLE (MOVABLE WITH 4 SEATS)
COLORS TO BE DETERMINED BY OWNER.
- 4 VENTI PLAY STRUCTURE MODEL # 210739. BY LANDSCAPE STRUCTURES.
INSTALL PER MANUFACTURER'S SPECIFICATIONS. COLORS TO BE DETERMINED BY OWNER.
- 5 OODLE SWING MODEL # 228069. BY LANDSCAPE STRUCTURES.
INSTALL PER MANUFACTURER'S SPECIFICATIONS. COLORS TO BE DETERMINED BY OWNER.
- 6 5" ARCH SWINGS MODEL #221292 & #221293 (2 BELT SEATS, 2 BUCKET SEATS).
BY LANDSCAPE STRUCTURES. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
- 7 CUBE PLAY STRUCTURE MODEL #205160. BY LANDSCAPE STRUCTURES
INSTALL PER MANUFACTURER'S SPECIFICATIONS. COLORS TO BE DETERMINED BY OWNER.
- 8 FUTURE 16' x 16' SHELTER (BY OTHERS).
- 9 SKYWAYS 12' x 12' SINGLE POST PYRAMID MODEL# 237669 DIRECT EMBED. BY LANDSCAPE STRUCTURES.
FABRIC COLOR = SKY BLUE. PROSHIELD COLOR = WHITE. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
- 10 ACCESSIBLE RAMP WITH DETECTABLE WARNING
- 11 UNDER DRAIN SYSTEM. SLOPE TO DRAIN. CONNECT TO EXISTING MANHOLE
- 12 6" SOLID PVC PIPE CONNECTING UNDER DRAIN SYSTEM TO EXISTING MANHOLE

LEGEND

- 
 ULTRA PLAYGROUND GRASS (6,400 SF) BY FOREVERLAWN OR APPROVED EQUAL.
 CONTRACTOR TO INSTALL UNDER DRAIN SYSTEM AND CONNECT TO EXISTING STORM INLET
 REF: 2 / LS501
- 
 CONCRETE SIDEWALK PAVING
 REF: 1 / LS501





PEC
PROFESSIONAL ENGINEERING CONSULTANTS
303 SOUTH TOPEKA
WICHITA, KS 67202
316-262-2691 www.pec1.com



NOT FOR
CONSTRUCTION

SKYVIEW PARK
PLAYGROUND
BEL AIRE, KANSAS

| | | |
|-------------|------------|------------|
| Issue: | | |
| 1 | 90% CD SET | 04/28/25 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| JOB NO. | | 237363-015 |
| DATE | | APRIL 2025 |
| PM | | KPG |
| DESIGNED BY | | RKO |
| DRAWN BY | | RKO |
| CHECKED BY | | KPG |

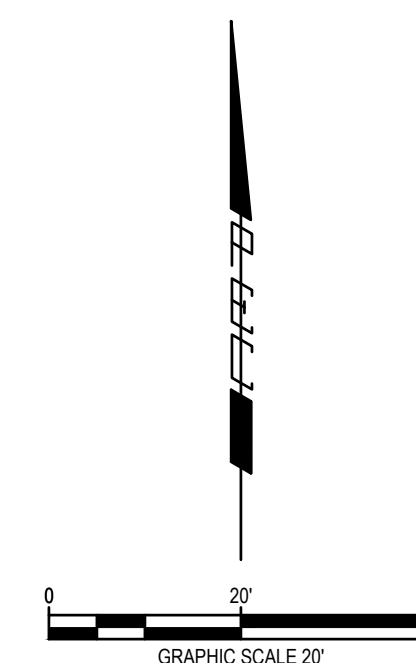
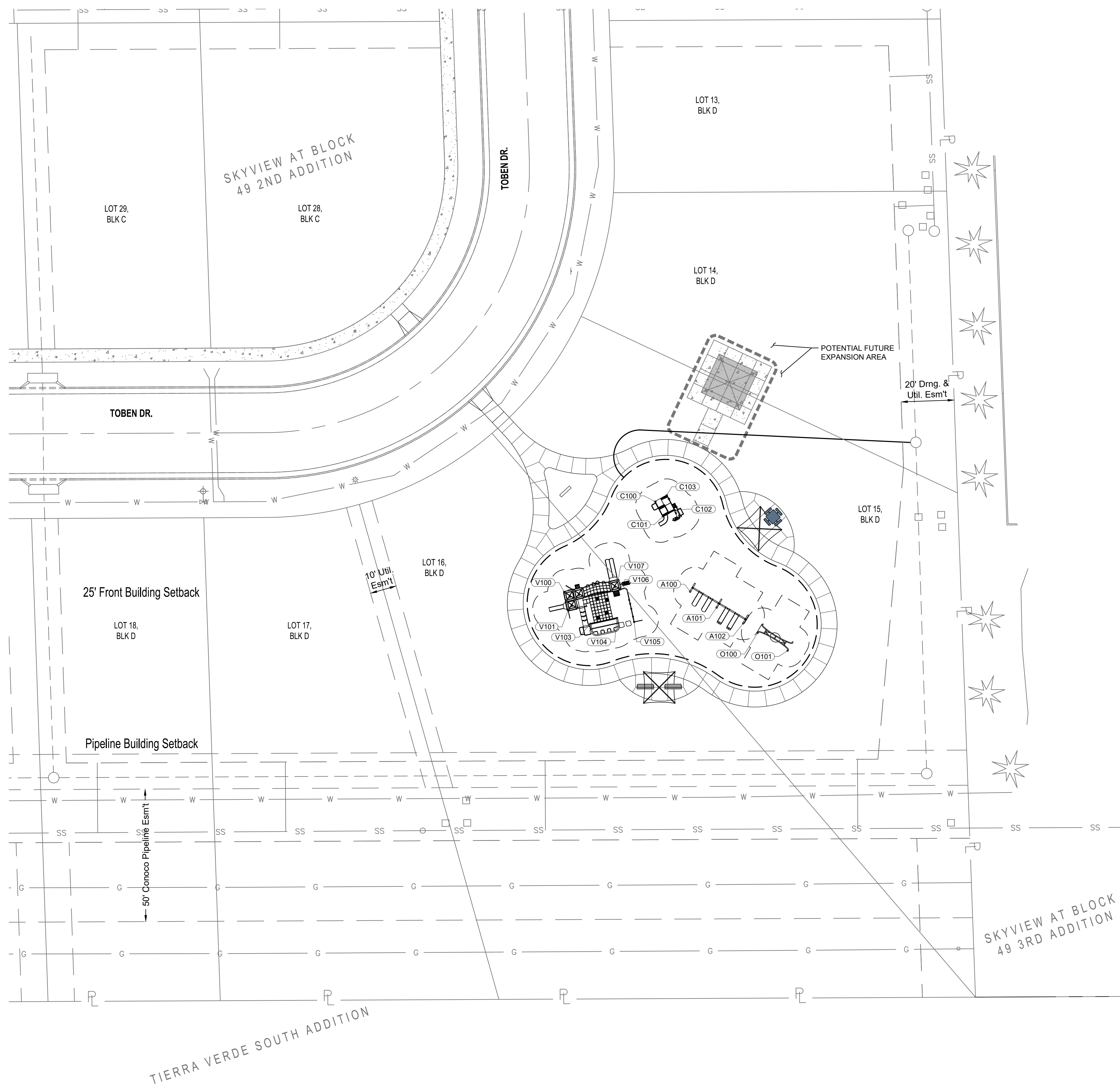
AMENITY LAYOUT PLAN

LS102

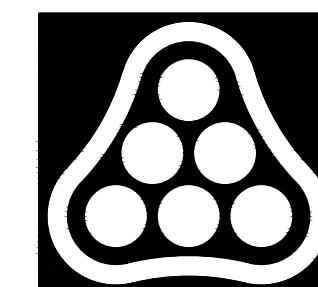
LAYOUT NOTES

1. REFERENCE G-002 FOR GENERAL NOTES APPLICABLE TO THIS DRAWING.

| PLAYGROUND LAYOUT | | |
|-------------------|------------|------------|
| POINT ID | NORTHING | EASTING |
| A100 | 1718439.13 | 1679250.56 |
| A101 | 1718433.15 | 1679260.58 |
| A102 | 1718427.17 | 1679270.60 |
| C100 | 1718473.11 | 1679237.34 |
| C101 | 1718467.50 | 1679240.30 |
| C102 | 1718469.92 | 1679244.73 |
| C103 | 1718475.54 | 1679241.77 |
| O100 | 1718423.57 | 1679276.05 |
| O101 | 1718416.84 | 1679287.34 |
| SU100 | 1718402.96 | 1679238.91 |
| SU101 | 1718462.88 | 1679276.74 |
| V100 | 1718439.00 | 1679203.04 |
| V101 | 1718432.10 | 1679205.54 |
| V103 | 1718426.96 | 1679212.90 |
| V104 | 1718429.16 | 1679223.00 |
| V105 | 1718427.68 | 1679229.43 |
| V106 | 1718440.01 | 1679224.24 |
| V107 | 1718443.46 | 1679223.49 |



SAVED 4/22/2025 3:22:56 PM BY DUSTIN LOHMANN
PLOTTED 4/28/2025 3:04:51 PM BY DUSTIN LOHMANN
U:\WCHITA-CIVIL\2023\237363\015\2PD4 PLANS\030LS102 AMENITY-LAYOUT-PLAN.DWG



PEC
PROFESSIONAL ENGINEERING CONSULTANTS
303 SOUTH TOPEKA
WICHITA, KS 67202
316-262-2691 www.pec1.com



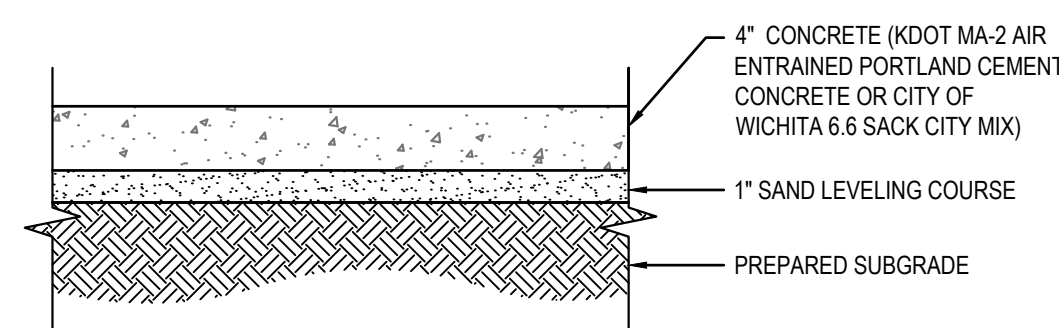
**NOT FOR
CONSTRUCTION**

SKYVIEW PARK
PLAYGROUND
BEL AIRE, KANSAS

| | | |
|-------------|------------|-------------|
| Issue: | | |
| 1 | 90% CD SET | 04/28/25 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| JOB NO. | | 237363-015 |
| DATE | | 13 DEC 2024 |
| PM | | KPG |
| DESIGNED BY | | CES |
| DRAWN BY | | CES |
| CHECKED BY | | RKO |

SITE DETAILS

LS501



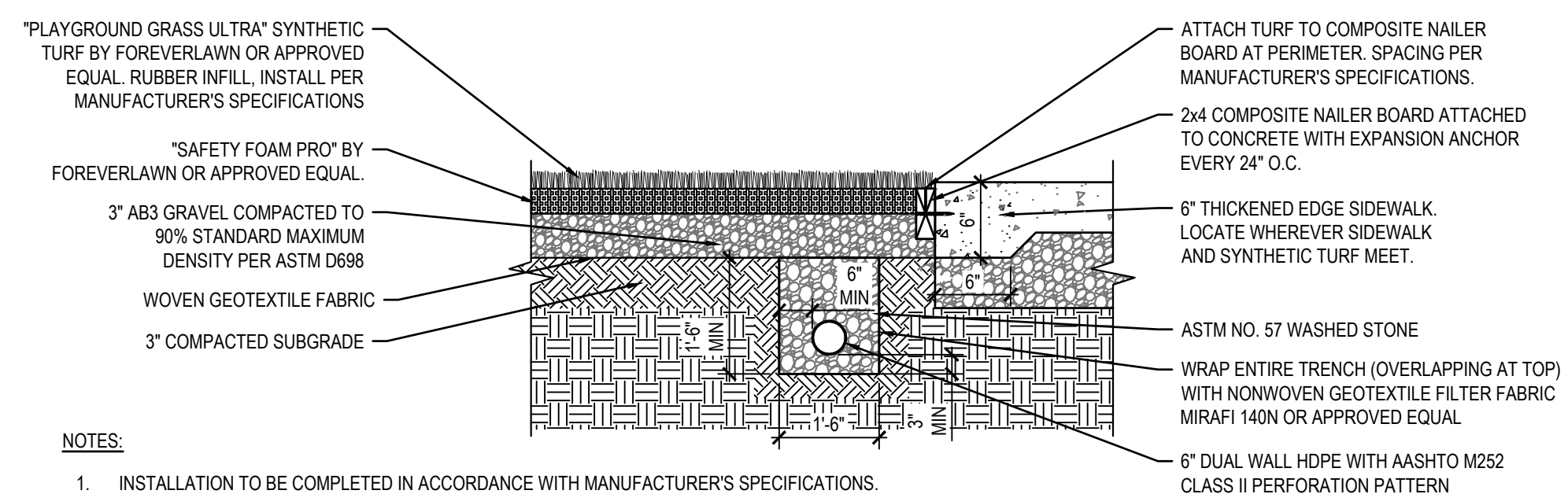
NOTES:

1. SIDEWALK SHALL BE A MEDIUM BROOM FINISH.
2. THICKEN SIDEWALK EDGE WHEN ADJACENT TO ARTIFICIAL TURF.

1

CONCRETE SIDEWALK

SCALE: 1" = 1'-0"



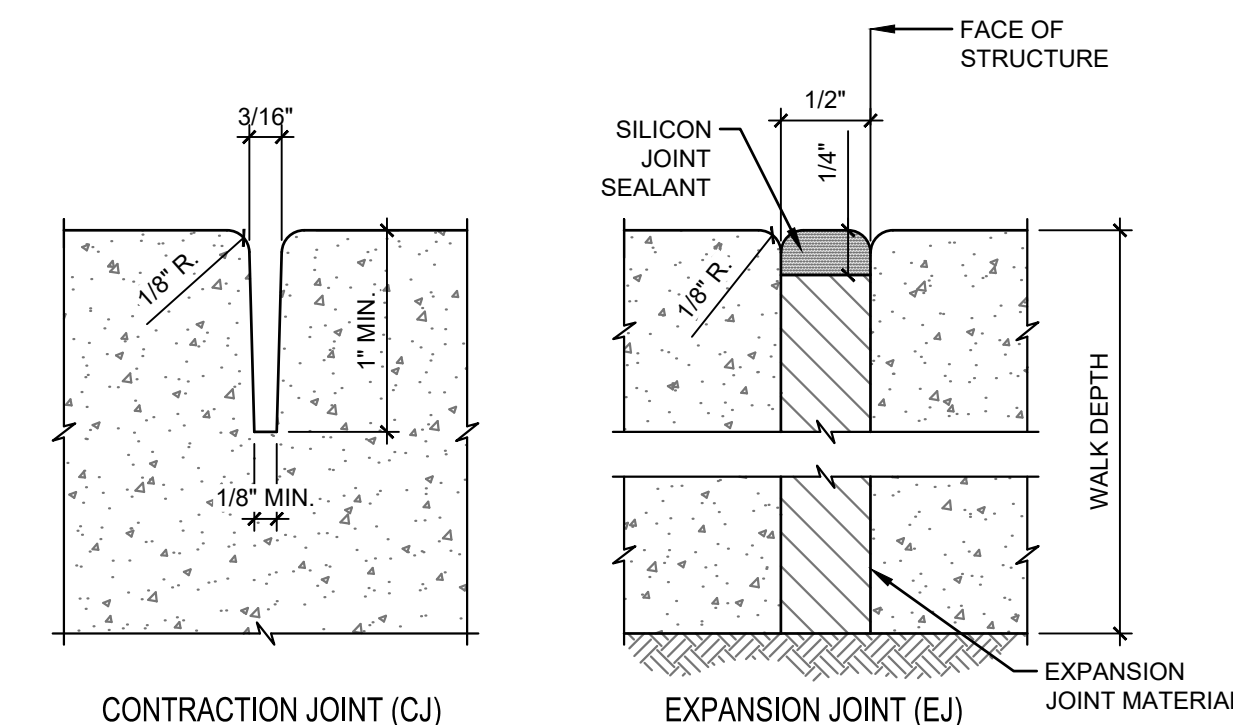
NOTES

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. SUBMITTALS
 - 2.1. SHOP DRAWINGS: PROVIDE INSTALLATION DETAILS INCLUDING ROLL AND SEAMING LAYOUT, METHODS OF ATTACHMENT AND DETAILS AT PENETRATIONS AND TERMINATIONS.
3. SAMPLES: FOR EACH TYPE OF SYNTHETIC TURF SURFACING INDICATED.
 - 3.1. MINIMUM 12-BY-12-INCH, SQUARE SAMPLE OF SYNTHETIC TURF SURFACE WITH TUFTED PERIMETER LINE AND CARPET SEAM.

2

ULTRA PLAYGROUND ARTIFICIAL GRASS

SCALE: 1" = 1'-0"



CONTRACTION JOINT (CJ)

EXPANSION JOINT (EJ)

SIDEWALK CONSTRUCTION JOINT NOTES

1. PROVIDE 1/2" EXPANSION JOINT MATERIAL AT ALL LOCATIONS WHERE NEW CONCRETE ABUTS EXISTING OR NEW STRUCTURES AND AT BACK OF CURB.

3

CONCRETE JOINTING

SCALE: 1" = 1'



**NOT FOR
CONSTRUCTION**

SKYVIEW PARK
PLAYGROUND
BEL AIRE, KANSAS

| | | |
|-------------|------------|----------|
| Issue: | | |
| 1 | 90% CD SET | 04/28/25 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| JOB NO. | 237363-015 | |
| DATE | APRIL 2025 | |
| PM | KPG | |
| DESIGNED BY | RKO | |
| DRAWN BY | RKO | |
| CHECKED BY | KPG | |

SITE GRADING

LG101

SITE GRADING NOTES

1. ALL FILL MATERIAL BLADED SMOOTH AND SLOPED TO DRAIN.
2. CADD FILES FOR GRADING WILL BE MADE AVAILABLE UPON REQUEST.
3. THE CONTRACTOR SHALL SATISFY THEMSELVES WITH THE EARTHWORK QUANTITIES AND NO CHANGE ORDER FOR EARTHWORK WILL BE APPROVED. CONTRACTOR TO WASTE ANY EXTRA MATERIAL ONSITE. CONTRACTOR TO ENSURE POSITIVE DRAINAGE IN ALL AREAS WITH NO STANDING WATER OR 'BIRD BATH' AFFECT ONSITE.
4. ELEVATIONS NOTED ARE TO FINISHED GRADE. REFERENCE PAVEMENT DETAILS FOR MORE INFORMATION.
5. THE TOP 6" OF ALL AREAS TO BE SEEDED SHALL RECEIVE TOPSOIL MATERIAL SUITABLE FOR GROWTH OF VEGETATION. OVEREXCAVATE 6" THRU AREAS OF CUT FOR PLACEMENT OF TOPSOIL. NO ADDITIONAL PAYMENT SHALL BE MADE FOR DOUBLE-ENCLOSURE OF STOCKPILING. REFERENCE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.

ADA NOTES

1. SIDEWALKS SHALL HAVE RUNNING SLOPE NOT STEEPER THAN 1:20. THE CROSS SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:48.
2. CURB RAMPS SHALL NOT EXCEED SIX INCHES IN HEIGHT OR HAVE RUNNING SLOPE STEEPER THAN 1:12. CROSS SLOPE OF RAMPS SHALL NOT BE STEEPER THAN 1:48.
3. ADA ACCESSIBLE PARKING STALL & ACCESS AISLE SHALL NOT EXCEED 1:48 SLOPE IN ALL DIRECTIONS.
4. CONTRACTOR SHALL ADHERE TO THE LATEST ADA REGULATIONS AND REPORT ANY DISCREPANCIES TO THE ENGINEER FOR RESOLUTION PRIOR TO CONSTRUCTION.

SITE GRADING LEGEND

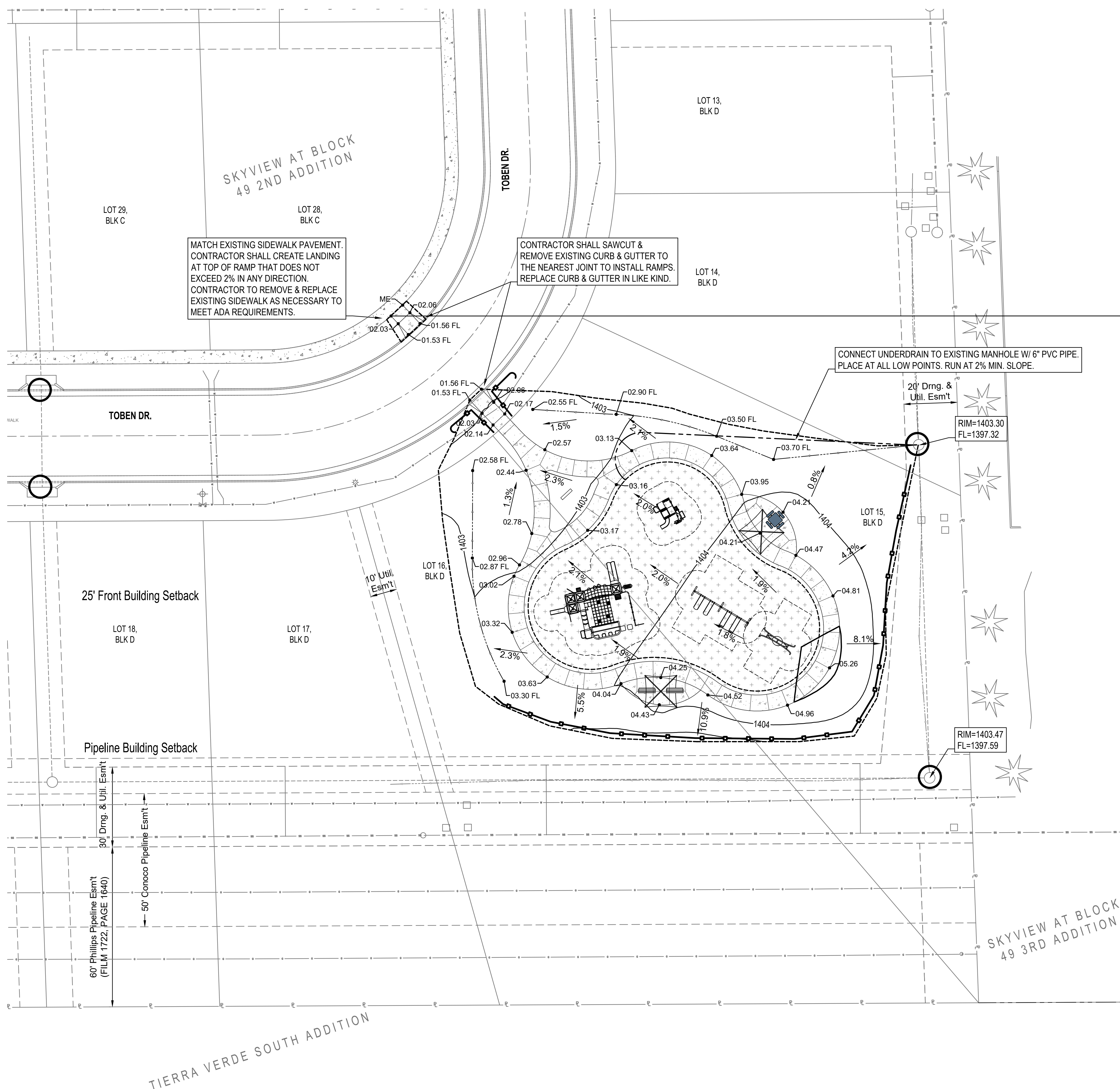
- | | |
|------------------|-------------------------|
| —————1300————— | EXISTING MAJOR CONTOUR |
| -----1301----- | EXISTING MINOR CONTOUR |
| —————1300————— | PROPOSED MAJOR CONTOUR |
| —————1301————— | PROPOSED MINOR CONTOUR |
| ●———01.50 | PROPOSED SPOT ELEVATION |
| —————1.00%—————→ | PROPOSED SLOPE |
| ----- | PROPOSED GRADING LIMITS |

EROSION CONTROL NOTES

1. CONTRACTOR SHALL INSTALL AND MAINTAIN EROSION PROTECTION THROUGHOUT THE ENTIRE PROJECT. THE FOLLOWING QUANTITIES ARE FOR INFORMATION ONLY, AND SHALL BE INCLUDED IN THE EROSION CONTROL LUMP SUM BID ITEMS. EROSION PROTECTION SHALL BE INCLUDED IN THE BID AS FOLLOWS:
2. THE EROSION CONTROL DEVICES SHOWN ON THIS SHEET ARE CONSIDERED MINIMUM STANDARDS. WHENEVER SEDIMENT ENTERS THE STREETS, STORM SEWERS, DITCHES, OR PONDS, CONTRACTOR WILL INSTALL ADDITIONAL DEVICES, AS NEEDED, TO CORRECT THE PROBLEM.
3. THE EROSION CONTROL DEVICES SHOWN HEREON MUST BE IN PLACE AT ALL TIMES DURING CONSTRUCTION UNTIL SUCH TIME AS THE SITE IS REESTABLISHED WITH PAYING OR GRASS. TEMPORARY OR PERMANENT SEEDING AND MULCH WILL BE INSTALLED WHEN EARTHWORK ACTIVITIES CEASE IN AN AREA FOR 14 DAYS OR MORE.
4. ANY MUD INADVERTENTLY TRACKED ONTO ANY STREET SHALL BE CLEANED UP BY THE CONTRACTOR, AT THE END OF EACH DAY'S WORK, OR AS DIRECTED BY THE FIELD ENGINEER.
5. CONTRACTOR TO FURNISH A TRUCK WASH-OUT PIT TO BE PLACED AT A CONVENIENT LOCATION THAT DOES NOT CONFLICT WITH CONSTRUCTION. CONTRACTOR SHALL CLEAN PIT AND BACKFILL PIT PRIOR TO FINAL INSPECTION. LOCATION SHALL BE APPROVED BY THE FIELD ENGINEER.

EROSION CONTROL LEGEND

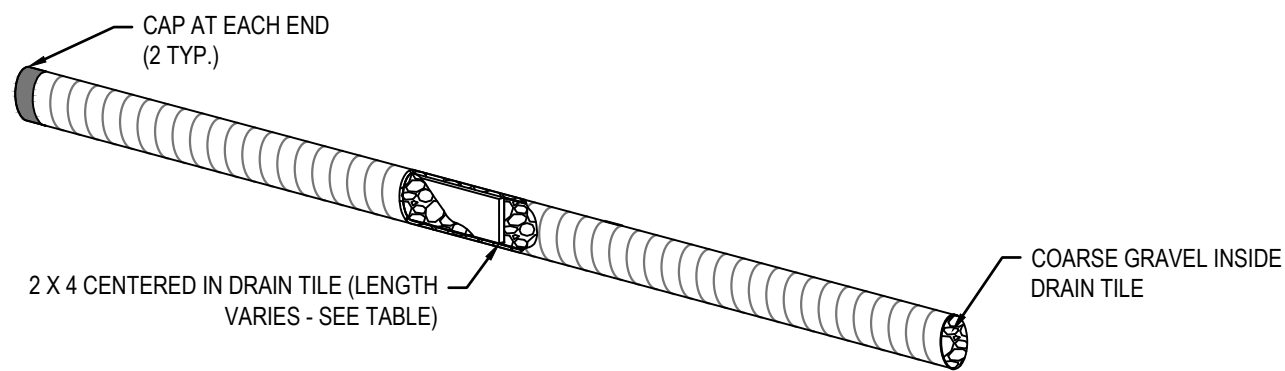
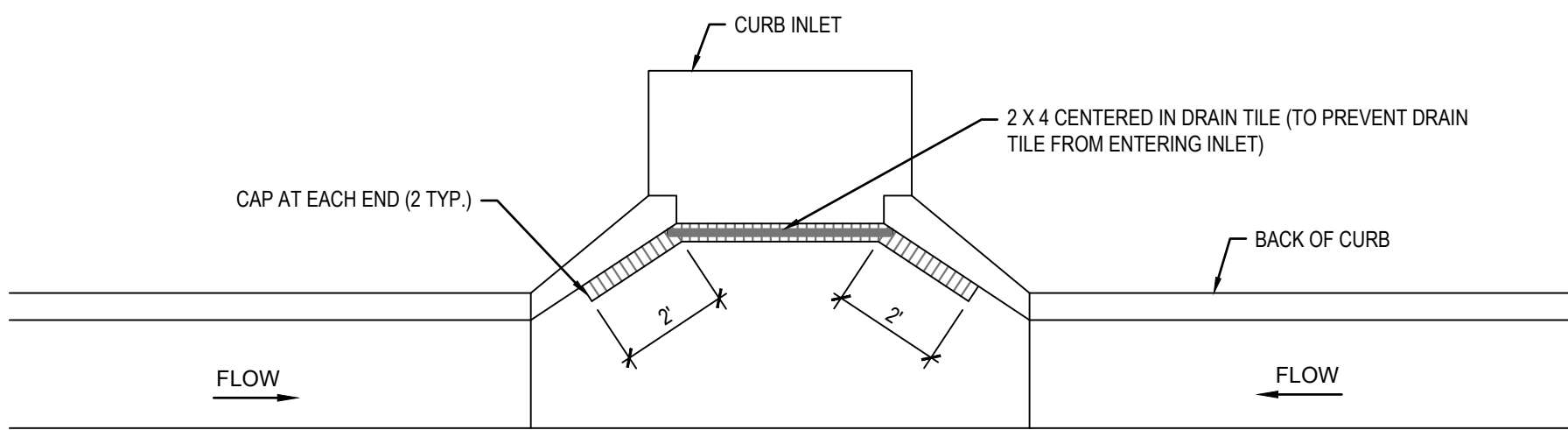
- PROPOSED SILT FENCE (290 L.F.)
- PROPOSED INLET PROTECTION (4 EA.)



SAVED 4/29/2025 8:37:03 AM BY DUSTIN.LOHMANN
PLOTTED 4/29/2025 8:37:44 AM BY DUSTIN.LOHMANN
J:\WCHITA-CIVIL\2023\2373630\152PD4 PLANS\030\LG101 SITE-GRADING.DWG

EROSION CONTROL DETAIL GENERAL NOTES

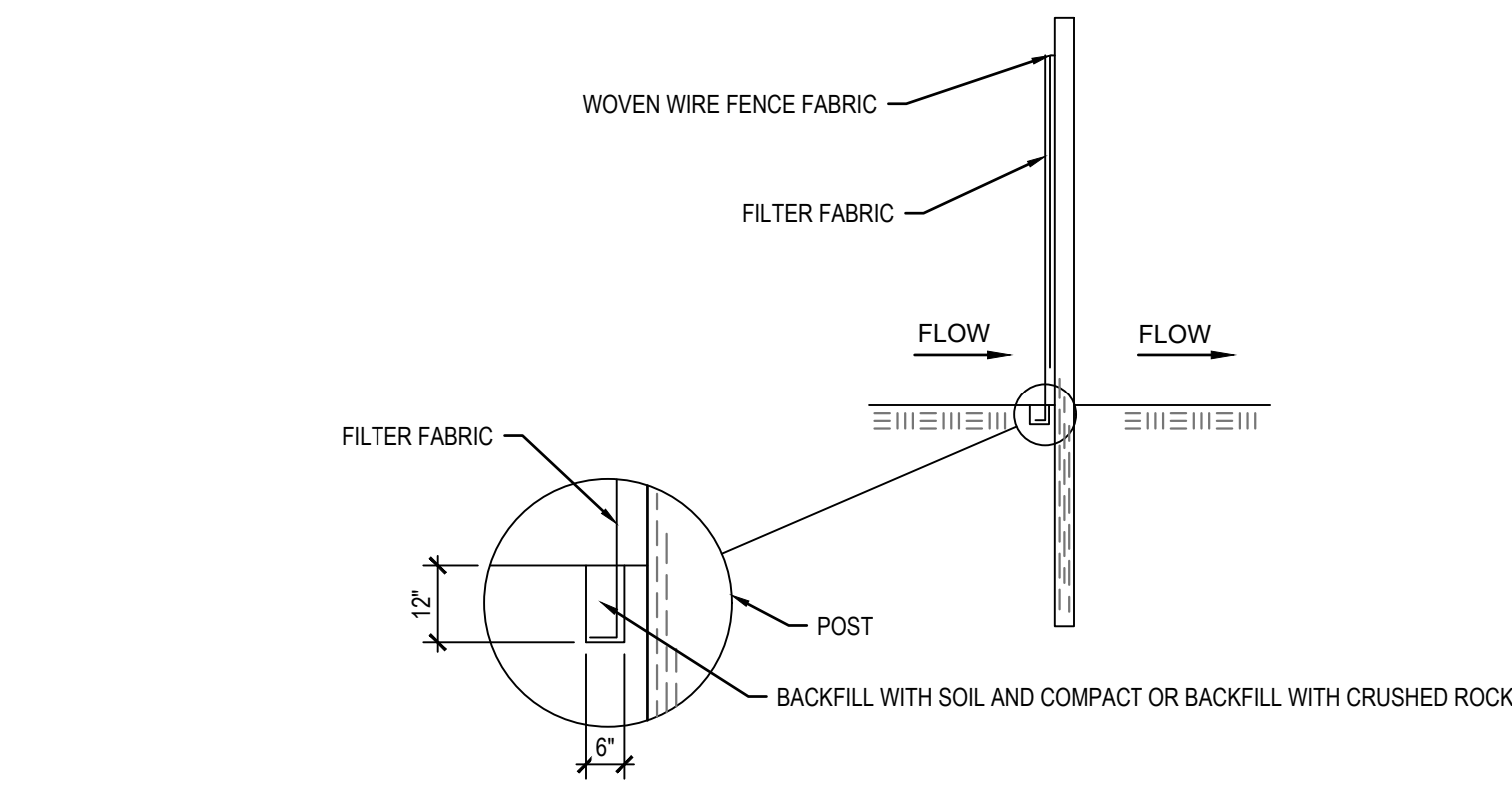
1. SEDIMENT BARRIERS SHALL BE INSTALLED AT LOCATIONS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER. ADDITIONAL SEDIMENT BARRIERS WILL BE INSTALLED AT LOCATIONS AS DIRECTED BY THE ENGINEER WITH NO ADJUSTMENT IN UNIT PRICE.
2. SEDIMENT BARRIERS SHALL BE ERECTED PRIOR TO THE COMMENCEMENT OF EARTHWORK OPERATIONS IN A GIVEN BASIN. REMOVAL AND DISPOSAL OF ACCUMULATED SILT AND DEBRIS AND/OR REMOVAL AND RECONSTRUCTION OF SEDIMENT BARRIERS WILL BE PERFORMED THROUGHOUT THE PROJECT LIFE WHEN DEBRIS REACHES ONE-THIRD THE FENCE HEIGHT OR AS DEEMED NECESSARY BY THE ENGINEER. SEDIMENT BARRIERS AND ACCUMULATED DEBRIS SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR AFTER TURF COVER HAS BEEN ESTABLISHED, UNLESS OTHER ARRANGEMENTS HAVE BEEN AGREED TO.
3. TEMPORARY EROSION CONTROL BERMS AND/OR INTERCEPT DITCHES SHALL BE CONSTRUCTED AT LOCATIONS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER. ADDITIONAL BERMS AND/OR DITCHES MAY BE REQUIRED AT NO ADJUSTMENT IN UNIT PRICE(S).
4. WHERE TEMPORARY EROSION CONTROL BERMS AND/OR INTERCEPT DITCHES ARE USED, ALL AREAS WHERE FLOW IS CONCENTRATED SHALL BE PROTECTED BY SILTATION BARRIERS PRIOR TO DISCHARGING INTO ANY DITCH, STORM SEWER, OR WATERCOURSE.
5. CONTRACTOR SHALL REMOVE THE TEMPORARY EROSION CONTROL DEVICES WHEN DISTURBED AREAS HAVE 70% OR GREATER COVERAGE OF UNIFORM VEGETATION OR EQUIVALENT PERMANENT NON-VEGETATIVE STABILIZATION (EX. RIPRAP, GRAVEL, ETC.), OR AS DIRECTED BY ENGINEER. AFTER REMOVAL OF THE TEMPORARY EROSION AND POLLUTION CONTROL DEVICES, REMOVE AND DISPOSE OF THE SILT ACCUMULATION IN ACCORDANCE WITH THE REQUIREMENTS NOTED IN THE CONTRACT DOCUMENTS. GRADE, FERTILIZE, SEED, AND MULCH ANY BARE AREAS.



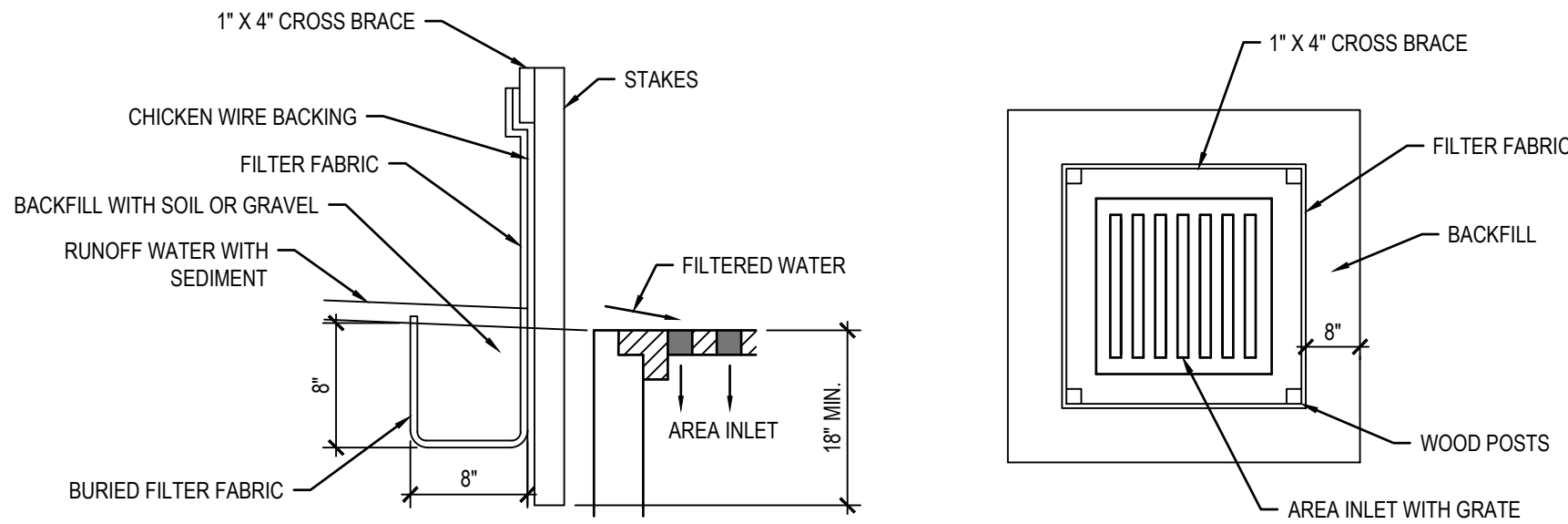
| 2 X 4 LENGTH | | |
|--------------|------------|---------------|
| 2 X 4 LENGTH | INLET TYPE | INLET OPENING |
| 5'-6" | 1-A | 5'-0" |
| 10'-6" | 1-A | 10'-0" |
| 15'-6" | 1-A | 15'-0" |

NOTE:
PLACE 4" PERFORATED PVC PIPE, FILLED WITH 1/2" - 1" DIAMETER GRAVEL, IN FRONT OF CURB INLET AS SHOWN.

1 CURB INLET PROTECTION 4" PERFORATED PIPE W/ GRAVEL
NTS



ANCHOR TRENCH DETAIL

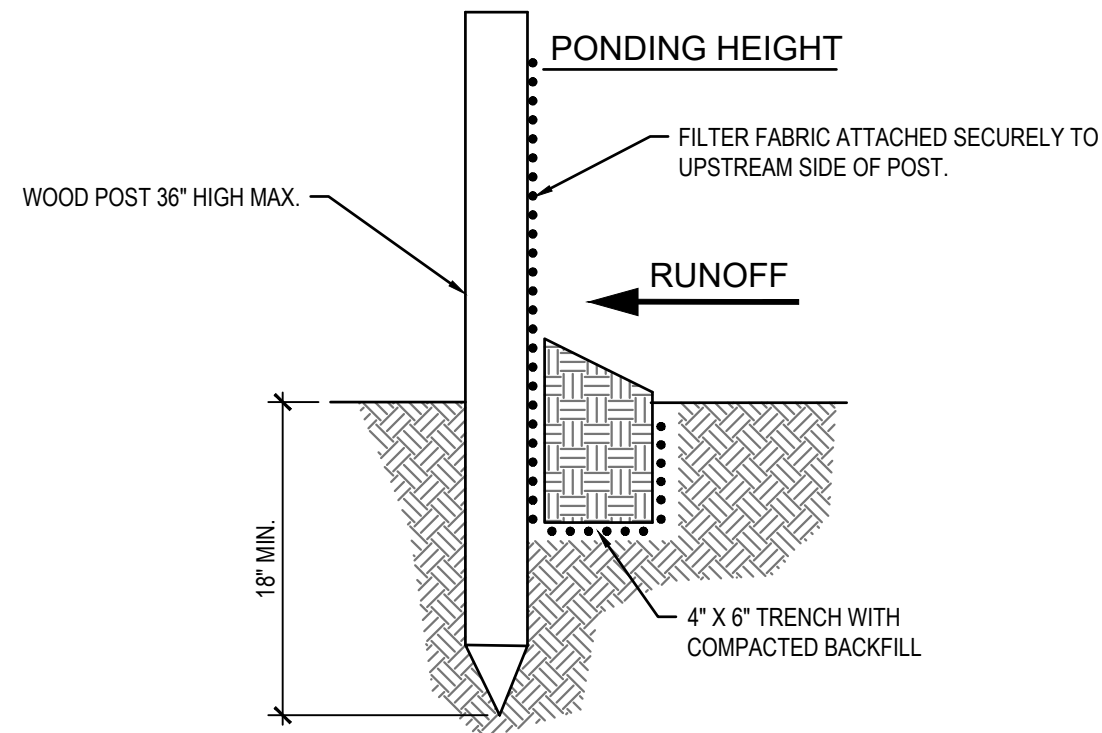


SILT FENCE BARRIERS FOR AREA INLETS NOTES

1. **MATERIAL SPECIFICATION:** SILT FENCE FABRIC SHOULD CONFORM TO THE AASHTO M288 96 SILT FENCE SPECIFICATION. THE WIRE OR POLYMERIC MESH BACKING USED TO HELP SUPPORT THE SILT FENCE FABRIC SHOULD CONFORM TO THE AASHTO M288 96 SILT FENCE SPECIFICATION. THE POSTS USED TO SUPPORT THE SILT FENCE FABRIC SHOULD BE A HARDWOOD MATERIAL WITH THE FOLLOWING MINIMUM DIMENSIONS: 2" SQUARE (NOMINAL) BY 4' LONG. THE MATERIAL USED TO FRAME THE TOPS OF THE POSTS SHOULD BE 1" BY 4" BOARDS. SILT FENCE FABRIC AND SUPPORT BACKING SHOULD BE ATTACHED TO THE WOODEN POSTS AND FRAME WITH STAPLES, WIRE, ZIP TIES, OR NAILS.
2. **PLACEMENT:** PLACE A SILT FENCE DROP INLET BARRIER IN A LOCATION WHERE IT IS UNLIKELY TO BE OVERTOPPED. WATER SHOULD FLOW THROUGH SILT FENCE, NOT OVER IT. SILT FENCE BARRIERS FOR AREA INLETS OFTEN FAIL WHEN REPEATEDLY OVERTOPPED. WHEN USED AS A BARRIER FOR AREA INLETS, SILT FENCE FABRIC AND POSTS MUST BE SUPPORTED AT THE TOP BY A WOODEN FRAME. WHEN A SILT FENCE BARRIER FOR AREA INLETS IS LOCATED NEAR AN INLET THAT HAS STEEP APPROACH SLOPES, THE STORAGE CAPACITY BEHIND THE BARRIER IS DRASTICALLY REDUCED. TIMELY REMOVAL OF SEDIMENT MUST OCCUR FOR A BARRIER TO OPERATE PROPERLY IN THIS LOCATION.
3. **PROPER INSTALLATION METHOD:** EXCAVATE A TRENCH AROUND THE PERIMETER OF THE AREA INLET THAT IS AT LEAST 8" DEEP BY 8" WIDE. DRIVE POSTS TO A DEPTH OF AT LEAST 18" AROUND THE PERIMETER OF THE AREA INLET. THE DISTANCE BETWEEN POSTS SHOULD BE 4' OR LESS. IF THE DISTANCE BETWEEN TWO ADJACENT CORNER POSTS IS MORE THAN 4', ADD ANOTHER POST(S) BETWEEN THEM. CONNECT THE TOPS OF ALL THE POSTS WITH A WOODEN FRAME MADE OF 1" BY 4" BOARDS. USE NAILS OR SCREWS FOR FASTENING. ATTACH THE WIRE OR POLYMERIC-MESH BACKING TO THE OUTSIDE OF THE POST/FRAME STRUCTURE WITH STAPLES, WIRE, ZIP TIES, OR NAILS. ROLL OUT A CONTINUOUS LENGTH OF SILT FENCE FABRIC LONG ENOUGH TO WRAP AROUND THE PERIMETER OF THE AREA INLET. ADD MORE LENGTH FOR OVERLAPPING THE FABRIC JOINT. PLACE THE EDGE OF THE FABRIC IN THE TRENCH, STARTING AT THE OUTSIDE EDGE OF THE TRENCH. LINE ALL THREE SIDES OF THE TRENCH WITH THE FABRIC. BACKFILL OVER THE FABRIC IN THE TRENCH WITH THE EXCAVATED SOIL AND COMPACT. AFTER FILLING THE TRENCH, APPROXIMATELY 24" TO 36" OF SILT FENCE FABRIC SHOULD REMAIN EXPOSED. ATTACH THE SILT FENCE TO THE OUTSIDE OF THE POST/FRAME STRUCTURE WITH STAPLES, WIRE, ZIP TIES, OR NAILS. THE JOINT SHOULD BE OVERLAPPED TO THE NEXT POST. WHEN A SILT FENCE BARRIER FOR AREA INLET IS PLACED IN A SHALLOW MEDIAN DITCH, MAKE SURE THAT THE TOP OF THE BARRIER IS NOT HIGHER THAN THE PAVED ROAD. IN THIS CONFIGURATION, WATER MAY SPREAD ONTO THE ROADWAY CAUSING A HAZARDOUS CONDITION.
4. **LIST OF COMMON PLACEMENT/INSTALLATION MISTAKES TO AVOID:** WATER SHOULD FLOW THROUGH A SILT FENCE BARRIER FOR AREA INLET-NOT OVER IT. PLACE A SILT FENCE BARRIER FOR AREA INLET IN A LOCATION WHERE IT IS UNLIKELY TO BE OVERTOPPED. SILT FENCE BARRIER FOR AREA INLETS OFTEN FAIL WHEN REPEATEDLY OVERTOPPED. DO NOT PLACE POSTS ON THE OUTSIDE OF THE SILT FENCE BARRIER FOR AREA INLET. IN THIS CONFIGURATION, THE FORCE OF THE WATER IS NOT RESISTED BY THE POSTS, BUT ONLY BY THE STAPLES (WIRE, ZIP TIES, NAILS, ETC.). THE SILT FENCE WILL RIP AND FAIL. DO NOT INSTALL SILT FENCE BARRIER FOR AREA INLETS WITHOUT FRAMING THE TOP OF THE POSTS. THE CORNER POSTS AROUND AREA INLETS ARE STRESSED IN TWO DIRECTIONS WHEREAS A NORMAL SILT FENCE IS ONLY STRESSED IN ONE DIRECTION. THIS ADDED STRESS REQUIRES MORE SUPPORT.
5. **INSPECTION AND MAINTENANCE:** SILT FENCE BARRIER FOR AREA INLETS SHOULD BE INSPECTED EVERY 7 DAYS AND WITHIN 24 HOURS OF A RAINFALL OF 1/2" OR MORE. THE FOLLOWING IS A LIST OF QUESTIONS THAT SHOULD BE ADDRESSED DURING EACH INSPECTION:

DOES WATER FLOW UNDER THE SILT FENCE?
DOES THE SILT FENCE SAG EXCESSIVELY?
HAS THE SILT FENCE TORN OR BECOME DETACHED FROM THE POSTS?
DOES SEDIMENT NEED TO BE REMOVED FROM BEHIND THE AREA INLET BARRIER?

2 SILT FENCE BARRIERS FOR AREA INLETS
NTS

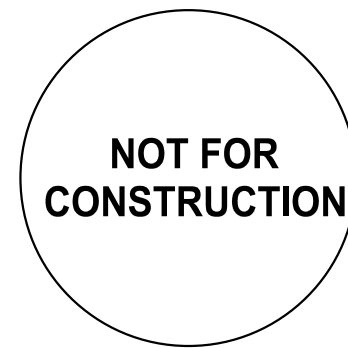
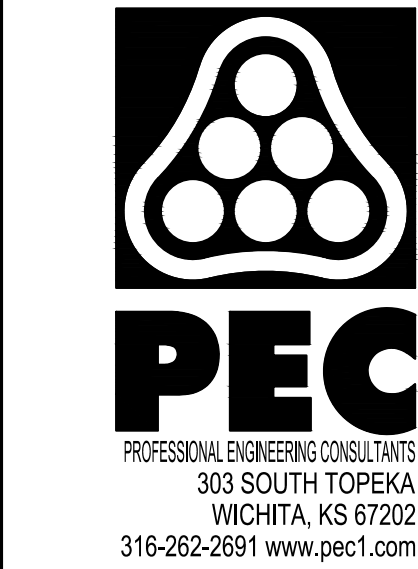


SILT FENCE BARRIERS NOTES

1. **MATERIAL SPECIFICATION:** SILT FENCE FABRIC SHOULD CONFORM TO THE AASHTO M288 SILT FENCE SPECIFICATION. THE POSTS USED TO SUPPORT THE SILT FENCE FABRIC SHOULD BE A HARDWOOD MATERIAL WITH THE FOLLOWING MINIMUM DIMENSIONS: 2" SQUARE (NOMINAL) BY 4' LONG. SILT FENCE FABRIC SHOULD BE ATTACHED TO THE WOODEN POSTS WITH STAPLES, WIRE, ZIP TIES, OR NAILS.
2. **PLACEMENT:** A SLOPE BARRIER SHOULD BE USED AT THE TOE OF A SLOPE WHEN A DITCH DOES NOT EXIST. THE SLOPE BARRIER SHOULD BE PLACED ON NEARLY LEVEL GROUND 5' TO 10' AWAY FROM THE TOE OF A SLOPE. THE BARRIER IS PLACED AWAY FROM THE TOE OF THE SLOPE TO PROVIDE ADEQUATE STORAGE FOR SETTLING OUT SEDIMENT. WHEN PRACTICABLE, SILT FENCE SLOPE BARRIERS SHOULD BE PLACED ALONG CONTOURS TO AVOID A CONCENTRATION OF FLOW. SILT FENCE SLOPE BARRIERS CAN ALSO BE PLACED ALONG RIGHT-OF-WAY FENCE LINES TO KEEP SEDIMENT FROM CROSSING ONTO ADJACENT PROPERTY. WHEN PLACED IN THIS MANNER, THE SLOPE BARRIER WILL NOT LIKELY FOLLOW CONTOURS.
3. **PROPER INSTALLATION METHOD:** EXCAVATE A TRENCH THE LENGTH OF THE PLANNED SLOPE BARRIER THAT IS 6" DEEP BY 4" WIDE. MAKE SURE THAT THE TRENCH IS EXCAVATED ALONG A SINGLE CONTOUR. WHEN PRACTICABLE, SLOPE BARRIERS SHOULD BE PLACED ALONG CONTOURS TO AVOID A CONCENTRATION OF FLOW. PLACE THE SOIL ON THE UPSLOPE SIDE OF THE TRENCH FOR LATER USE. ROLL OUT A CONTINUOUS LENGTH OF SILT FENCE FABRIC ON THE DOWNSLOPE SIDE OF THE TRENCH. PLACE THE EDGE OF THE FABRIC IN THE TRENCH STARTING AT THE TOP UPSLOPE EDGE. LINE ALL THREE SIDES OF THE TRENCH WITH THE FABRIC. BACKFILL OVER THE FABRIC IN THE TRENCH WITH THE EXCAVATED SOIL AND COMPACT. AFTER FILLING THE TRENCH, APPROXIMATELY 24" TO 36" OF SILT-FENCE FABRIC SHOULD REMAIN EXPOSED. LAY THE EXPOSED SILT FENCE UPSLOPE OF THE TRENCH TO CLEAR AN AREA FOR DRIVING IN THE POSTS. JUST DOWNSLOPE OF THE TRENCH, DRIVE POSTS INTO THE GROUND TO A DEPTH OF AT LEAST 18". PLACE POSTS NO MORE THAN 4' APART. ATTACH THE SILT FENCE TO THE ANCHORED POST WITH STAPLES, WIRE, ZIP TIES, OR NAILS.
4. **LIST OF COMMON PLACEMENT/INSTALLATION MISTAKES TO AVOID:** WHEN PRACTICABLE, DO NOT PLACE SILT FENCE SLOPE BARRIERS ACROSS CONTOURS. SLOPE BARRIERS SHOULD BE PLACED ALONG CONTOURS TO AVOID A CONCENTRATION OF FLOW. WHEN THE FLOW CONCENTRATES, IT OVERTOPS THE BARRIER AND THE SILT FENCE SLOPE BARRIER QUICKLY DETERIORATES. DO NOT PLACE SILT-FENCE POSTS ON THE UPSLOPE SIDE OF THE SILT FENCE FABRIC. IN THIS CONFIGURATION, THE FORCE OF THE WATER IS NOT RESTRICTED BY THE POSTS, BUT ONLY BY THE STAPLES (WIRE, ZIP TIES, NAILS, ETC.). THE SILT FENCE WILL RIP AND FAIL. DO NOT PLACE SILT FENCE SLOPE BARRIERS IN AREAS WITH SHALLOW SOILS UNDERLAIN BY ROCK. IF THE BARRIER IS NOT SUFFICIENTLY ANCHORED, IT WILL WASH OUT. SILT FENCE SLOPE BARRIERS MUST BE DUG INTO THE GROUND-SILT FENCE AT GROUND LEVEL DOES NOT WORK BECAUSE WATER WILL FLOW UNDERNEATH.
5. **INSPECTION AND MAINTENANCE:** SILT FENCE SLOPE BARRIERS SHOULD BE INSPECTED EVERY 7 DAYS AND WITHIN 24 HOURS OF A RAINFALL OF 1/2" OR MORE. THE FOLLOWING IS A LIST OF QUESTIONS THAT SHOULD BE ADDRESSED DURING EACH INSPECTION:

ARE THERE ANY POINTS ALONG THE SLOPE BARRIER WHERE WATER IS CONCENTRATING?
DOES WATER FLOW UNDER THE SLOPE BARRIER?
DO THE SILT FENCES SAG EXCESSIVELY?
HAS THE SILT FENCE TORN OR BECOME DETACHED FROM THE POSTS?
DOES SEDIMENT NEED TO BE REMOVED FROM BEHIND THE SLOPE BARRIER?

3 SILT FENCE BARRIERS DETAIL
NTS

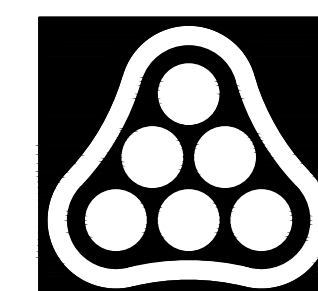


SKYVIEW PARK
PLAYGROUND
BEL AIRE, KANSAS

| | | |
|-------------|------------|----------|
| Issue: | | |
| 1 | 90% CD SET | 04/28/25 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| JOB NO. | 237363-015 | |
| DATE | APRIL 2025 | |
| PM | KPG | |
| DESIGNED BY | RKO | |
| DRAWN BY | RKO | |
| CHECKED BY | KPG | |

EROSION CONTROL DETAILS

LG501



PEC
PROFESSIONAL ENGINEERING CONSULTANTS
303 SOUTH TOPEKA
WICHITA, KS 67202
316-262-2691 www.pec1.com



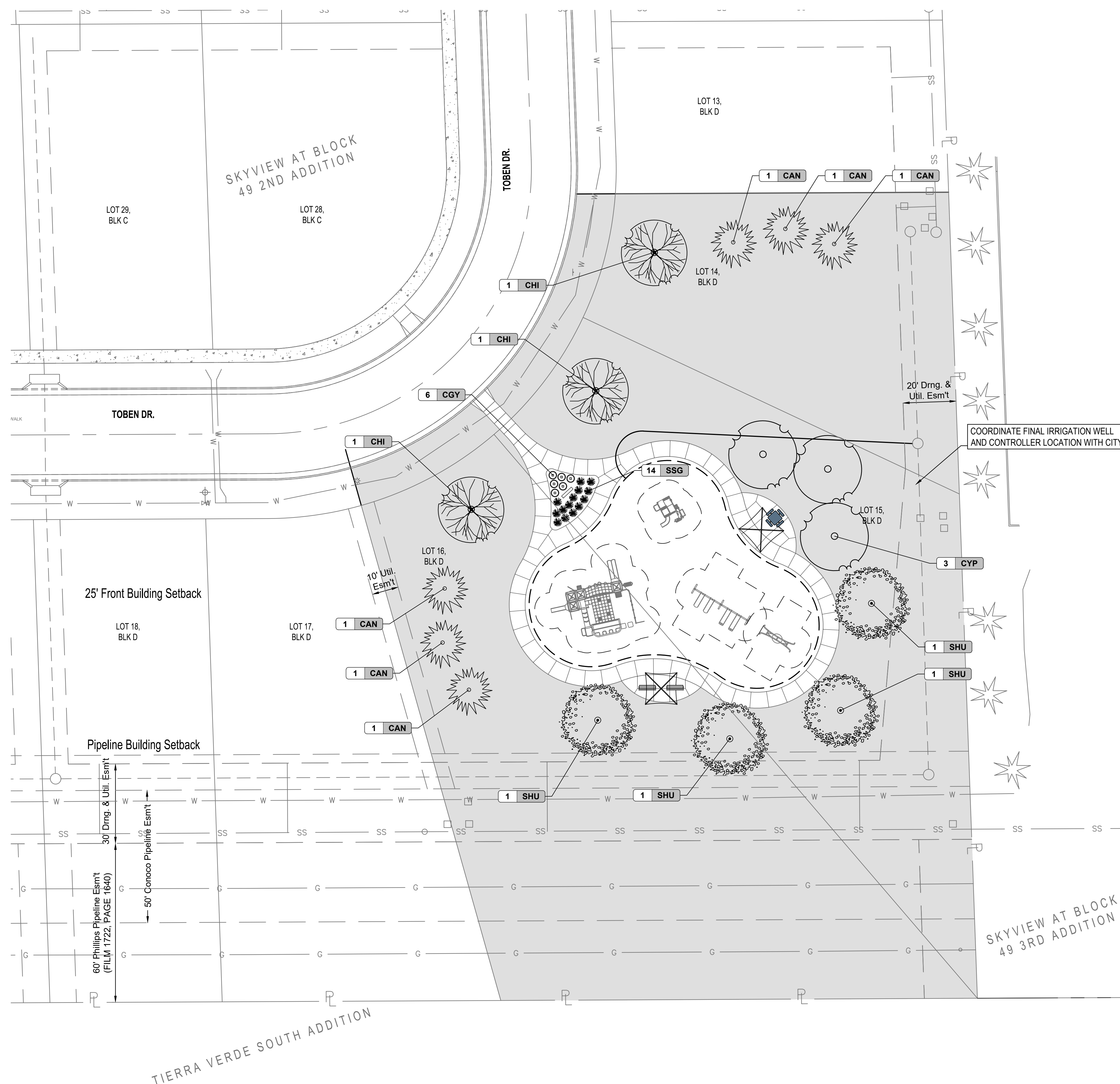
**NOT FOR
CONSTRUCTION**

SKYVIEW PARK
PLAYGROUND
BEL AIRE, KANSAS

| | | |
|-------------|------------|----------|
| Issue: | | |
| 1 | 90% CD SET | 04/28/25 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| JOB NO. | 237363-015 | |
| DATE | APRIL 2025 | |
| PM | KPG | |
| DESIGNED BY | RKO | |
| DRAWN BY | RKO | |
| CHECKED BY | KPG | |

PLANTING PLAN

LP101



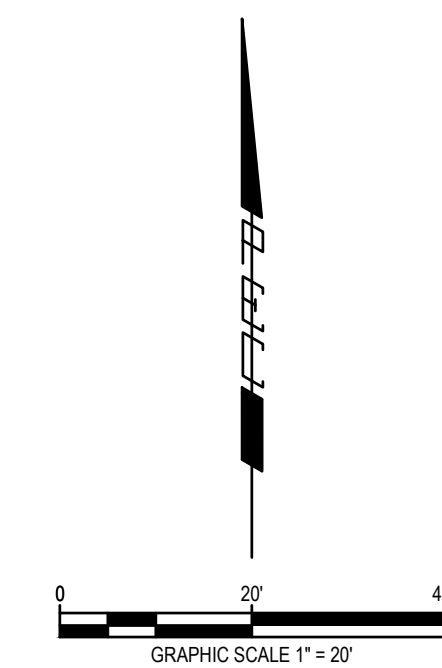
TURF LEGEND

 FESCUE SOD

BID ALTERNATES:

BASE BID: TALL FESCUE SOD WITH PERMANENT IRRIGATION. IRRIGATION WELL SHALL BE SUBSIDIARY TO IRRIGATION.

BID ALTERNATE #1: K-31 FESCUE SEED WITH TEMPORARY IRRIGATION. IRRIGATION WELL NOT INCLUDED.



GENERAL LANDSCAPE NOTES

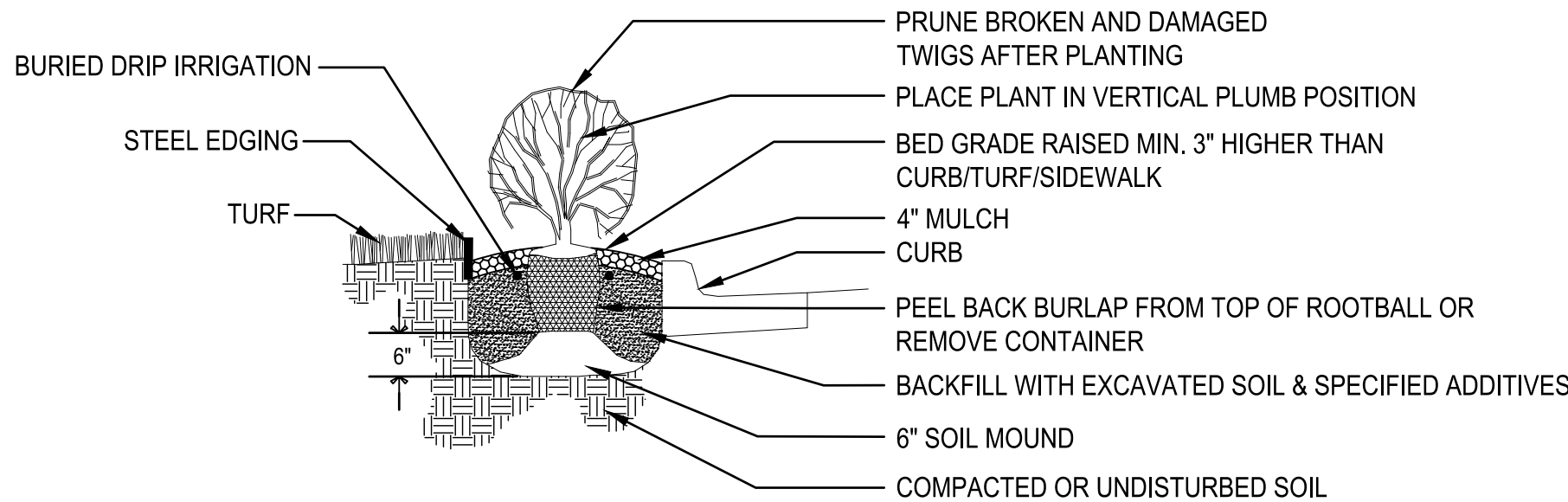
1. CONTRACTOR SHALL MAKE THEMSELVES FAMILIAR WITH ALL APPLICABLE SPECIFICATIONS RELATED TO THE LANDSCAPE PLANS.
2. LANDSCAPE CONTRACTOR IS TO VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES (INCLUDING THOSE INDICATED ON THE PLAN) PRIOR TO INSTALLATION OF PLANT MATERIAL. UTILITIES CAN BE FLAGGED BY CALLING 811 OR 1-800-344-7233, OR ONLINE AT www.kansasonlinecall.com. DAMAGE TO UTILITIES SHALL BE AVOIDED DURING THE COURSE OF WORK. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCUR AS A RESULT OF THE LANDSCAPE CONSTRUCTION.
3. LANDSCAPE CONTRACTOR SHALL COORDINATE WITH THE MASS GRADING CONTRACTOR TO INSURE THEY THOROUGHLY RIP AND ALLEVIATE ALL COMPACTED SOILS FROM THEIR HAULING AND PLACEMENT OPERATIONS.
4. ALL WATER REQUIRED FOR LANDSCAPE OPERATIONS AND FOR ESTABLISHING LANDSCAPE ON THIS SITE WILL BE PROVIDED BY THE OWNER FROM ON-SITE SOURCES AND SUPPLIED TO THE LANDSCAPE CONTRACTOR AT NO CHARGE.
5. PLANTING DATES FOR PLANT MATERIAL SHALL BE DURING THE MONTHS BETWEEN FEB. 15TH AND MAY 31ST OR SEPT. 15TH AND DEC. 15. PLANTING SHALL ONLY BE CONDUCTED WHEN THE GROUND IS NOT FROZEN, SNOW-COVERED, OR IN AN OTHERWISE UNSUITABLE CONDITION FOR PLANTING. DEVIATION FROM THE ABOVE PLANTING DATES WILL ONLY BE PERMITTED WITH APPROVAL FROM THE OWNER'S REPRESENTATIVE.
6. ALL SHRUB/PERENNIAL PLANTING BEDS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE SUCH AS TREFLAN OR EQUAL. APPLY AS PER MANUFACTURER'S RECOMMENDATION. THE PRE-EMERGENT SHALL NOT BE APPLIED UNTIL AFTER ALL PLANTING AND MULCHING WITHIN THESE AREAS ARE COMPLETE. DO NO DISTURB AREAS AFTER APPLICATION. WATER IN AS DIRECTED.
7. INSTALL 4" MIN. DEPTH FINE-SHREDDED, DARK HARDWOOD MULCH IN ALL PLANTING BED AREAS AND WITHIN A 4' DIAMETER CIRCLE AROUND ALL TREES PLANTED IN LAWN AREAS. PULL MULCH AWAY FROM TREE TRUNKS WITHIN 3' OF TRUNK.
8. IF POSSIBLE, BASED ON TIME OF YEAR SITE IS READY FOR LANDSCAPING, PLANT TREES PRIOR TO ROUTING/INSTALLING IRRIGATION LINES AND SUSTAIN TEMPORARILY BY WATERING WITH IRRIGATOR SLOW DRIP IRRIGATION BAGS OR BY HAND WATERING. FOLLOW TREE PLANTING WITH INSTALLATION OF IRRIGATION SYSTEM, THEN BY SODDING AND SEEDING (IF APPLICABLE).
9. FESCUE SOD SHALL BE HARVESTED & PLACED BETWEEN THE DATES OF APRIL 1ST AND JUNE 15TH UNLESS OTHERWISE APPROVED BY THE OWNER'S REPRESENTATIVE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO WATER ALL SOD UNTIL LANDSCAPE JOB IS COMPLETE.
10. AREAS DENOTED AS 'SOD' SHALL BE PLANTED WITH THE FOLLOWING GRASS TYPE: SOD, KANSAS PREMIUM BLEND, OBTAINABLE FROM CRANMER GRASS FARM, INC., 6121 N. 119TH, MAIZE, KANSAS 67101, PH# (316) 722-7230.
11. ALL SOD AREAS SHALL BE INSTALLED AS FOLLOWS: AFTER FINAL GRADE IS ESTABLISHED AND ALL SOIL AREAS DRAIN AS INTENDED, AND ALL SURFACE IRREGULARITIES HAVE BEEN REMOVED, THOROUGHLY PREPARE SODBED BY TILLING TO A MINIMUM DEPTH OF 3" AND HARROWING. ROLL SOD FOLLOWING LAYING FOR GOOD SOD/SOIL CONTACT AND KEEP IN A MOIST (BUT NOT SATURATED) CONDITION FOR FIRST TWO WEEKS TO PROMOTE GOOD ROOTING. FERTILIZE WITH 1 LB. ACTUAL NITROGEN PER 1,000 S.F. AT TIME OF PLANTING.
12. ALL LANDSCAPE AND TURF AREAS SHALL BE WATERED BY AN AUTOMATIC IRRIGATION SYSTEM. IRRIGATION SYSTEM SHALL BE EQUIPPED WITH A RAIN-SENSING DEVICE TO SHUT OFF THE SYSTEM DURING PERIODS OF ADEQUATE RAIN.
13. PLACEMENT OF IRRIGATION CONTROLLER SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE.
14. COORDINATE LANDSCAPE PLANTING WITH IRRIGATION CONTRACTOR. THE TREE PLANTINGS SHALL BE IN PLACE OR STAKED BEFORE IRRIGATION LINE ROUTING BEGINS TO AVOID CONFLICTS. THE IRRIGATION SYSTEM SHALL BE COMPLETE AND FULLY FUNCTIONAL IN ALL LAWN AREAS BEFORE SOD/SEED IS PLACED.
15. ALL PLANTS SHALL CONFORM TO ANSI Z60.1 FOR SIZE AND QUALITY STANDARDS.
16. LABEL EACH PLANT WITH A SECURELY ATTACHED, WATERPROOF TAG BEARING LEGIBLE DESIGNATION OF BOTH BOTANICAL AND COMMON NAME. DO NOT REMOVE UNTIL AFTER PROVISIONAL ACCEPTANCE.
17. SUBSTITUTION OF PLANT SPECIES FOR THOSE LISTED IN THE PLANT LIST IS NOT PERMISSIBLE. ONLY SIZE WILL BE CONSIDERED.
18. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL; FREE OF PEST AND DISEASES. ALL PLANTS MUST BE CONTAINER-GROWN OR BALLED AND BURLAPPED AS INDICATED IN THE PLANT LIST. ALL TREES SHALL BE STRAIGHT-TRUNKED, OR OF TYPICAL FORM TO THE SPECIES, FULL-HEADED AND MEET THE REQUIREMENTS AS SPECIFIED. ALL TREES MUST BE STAKED.
19. STAKES AND GUYING SHALL BE REMOVED AT THE END OF ONE FULL GROWING SEASON.
20. ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY.
21. ALL LANDSCAPE PLANTS SHALL BE GUARANTEED FOR ONE YEAR FOLLOWING INITIAL ACCEPTANCE. DEAD OR DEFICIENT PLANTINGS SHALL BE ACCEPTABLY REPLACED, IN PROPER PLANTING SEASON, ONE TIME AT NO COST TO THE OWNER. SOD AREAS MAY BE FINAL ACCEPTED AT TIME OF COMPLETION OF ESTABLISHMENT WITH NO FURTHER GUARANTEE REQUIRED.
22. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING, (INCLUDING WATERING AND MOWING), SOD AREAS UNTIL ACCEPTANCE OF THESE AREAS. WHEN READY, THE LANDSCAPE CONTRACTOR SHALL REQUEST INSPECTION OF ESTABLISHED SODDED AREAS BY THE OWNER'S REPRESENTATIVE.
23. TOPSOIL FOR ALL LANDSCAPE BEDS SHALL BE A MINIMUM OF EIGHTEEN INCHES (18") DEPTH. TURF AREAS SHALL HAVE A MINIMUM OF SIX INCHES (6") OF TOPSOIL.

PLANT SCHEDULE

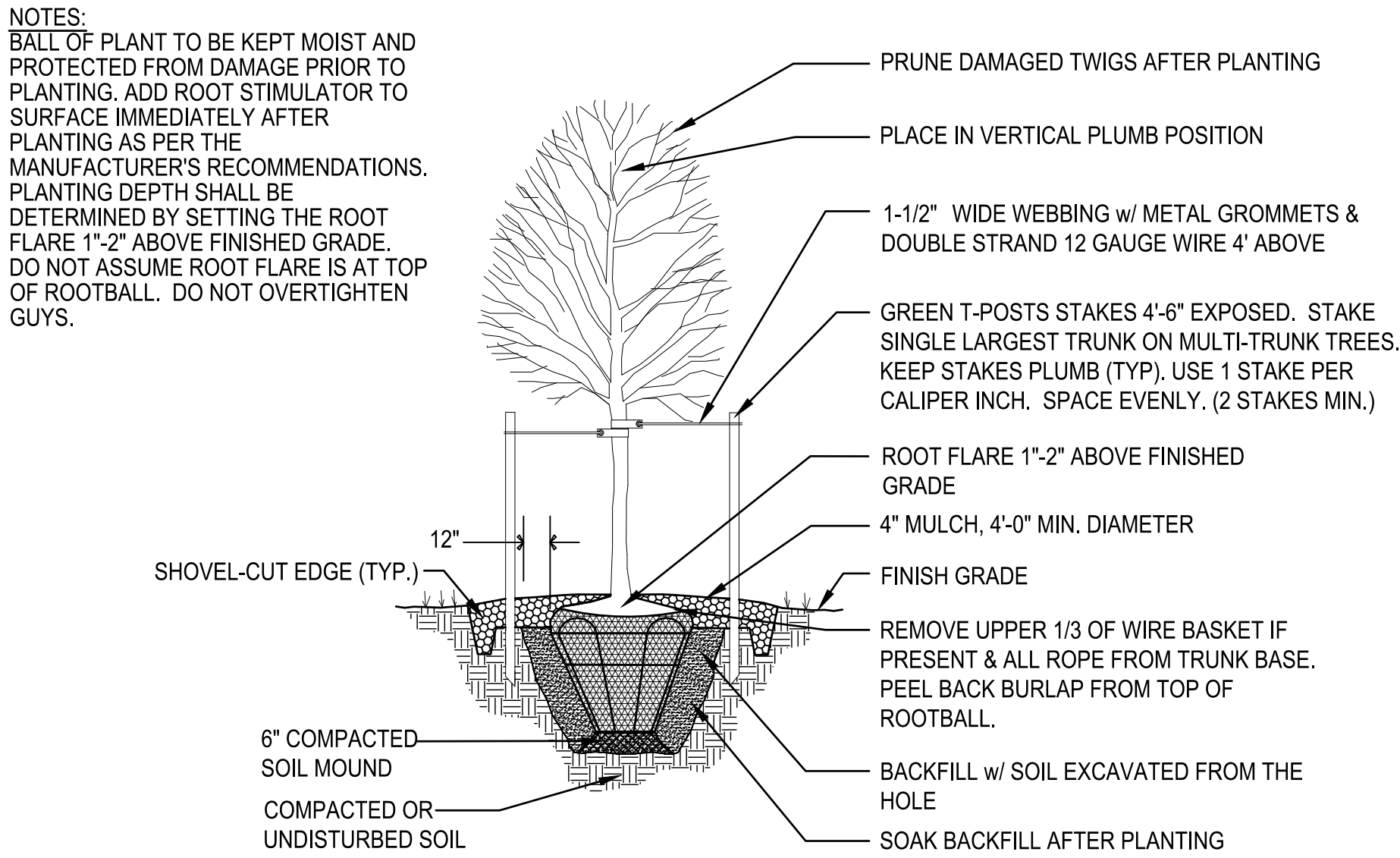
| KEY | QTY | COMMON NAME | BOTANICAL NAME | SIZE & METHOD OF HANDLING | NOTES |
|--------------------|----------|--------------------------------------------|------------------------------------|---------------------------|-----------------------|
| DECIDUOUS TREES | | | | | |
| CHI | 3 | CHINESE PISTACHE | PISTACIA CHINENSIS 'KEITH DAVEY' | 15'-20' MIN. HT. / B&B | MALE TREES ONLY |
| SHU | 4 | SHUMARD OAK | QUERCUS SHUMARDII | 2.5" CAL. / B&B | BRANCHING HT. 5' MIN. |
| CYP | 3 | 'SHAWNEE BRAVE' BALDCYPRESS | TAXODIUM DISTICHUM 'SHAWNEE BRAVE' | 2.5" CAL. / B&B | BRANCHING HT. 5' MIN. |
| EVERGREEN TREES | | | | | |
| CAN | 6 | CANAERTI JUNIPER | JUNIPERUS VIRGINIANA 'CANAERTII' | 7' - 8' MIN. HT. | |
| SHRUBS | | | | | |
| CGY | 6 | 'COLOR GUARD' YUCCA | YUCCA FILAMENTOSA 'COLOR GUARD' | #3 CONT. | |
| ORNAMENTAL GRASSES | | | | | |
| SSG | 14 | 'SHENANDOAH' SWITCHGRASS | PANICUM VIRGATUM 'SHENANDOAH' | #1 CONT. | |
| TURF GRASS | | | | | |
| SOD | 5,400 SY | 'FESCUE: GARD'N WISE 'FESCUE/BLUE MIXTURE' | | | SOD |

*ALTERNATE #1 - K-31 GRASS SEED

NOTES:
BALL OF PLANT TO BE KEPT MOIST AND PROTECTED FROM DAMAGE PRIOR TO PLANTING. ADD ROOT STIMULATOR TO SURFACE IMMEDIATELY AFTER PLANTING AS PER THE MANUFACTURER'S RECOMMENDATIONS. PLANTING DEPTH OF ROOTBALL SHALL BE EQUAL TO ITS ORIGINAL PLANTING DEPTH AT NURSERY.



1 SHRUB PLANTING DETAIL
NTS



2 TREE PLANTING IN TURF AREA
NTS



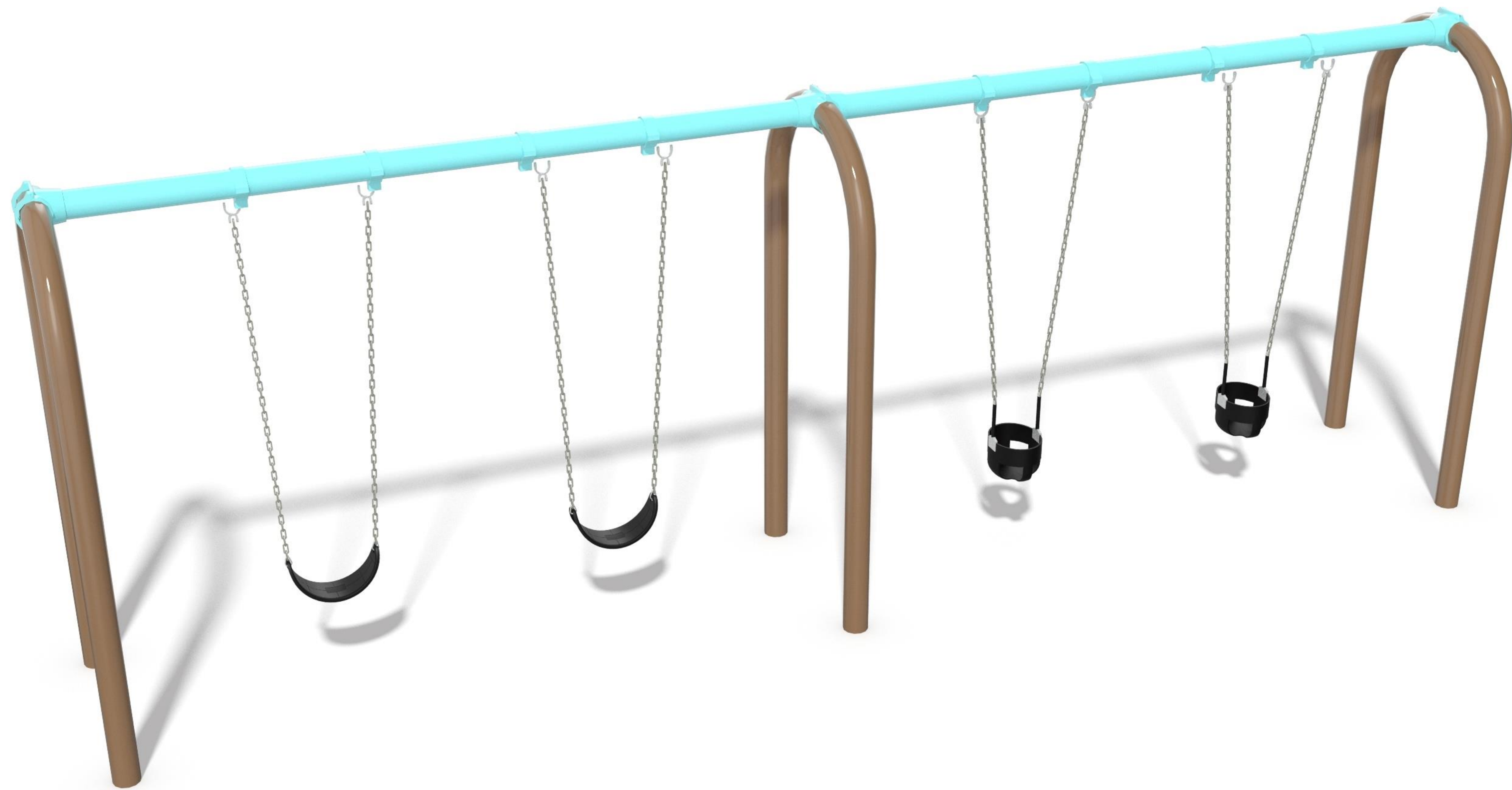
NOT FOR
CONSTRUCTION

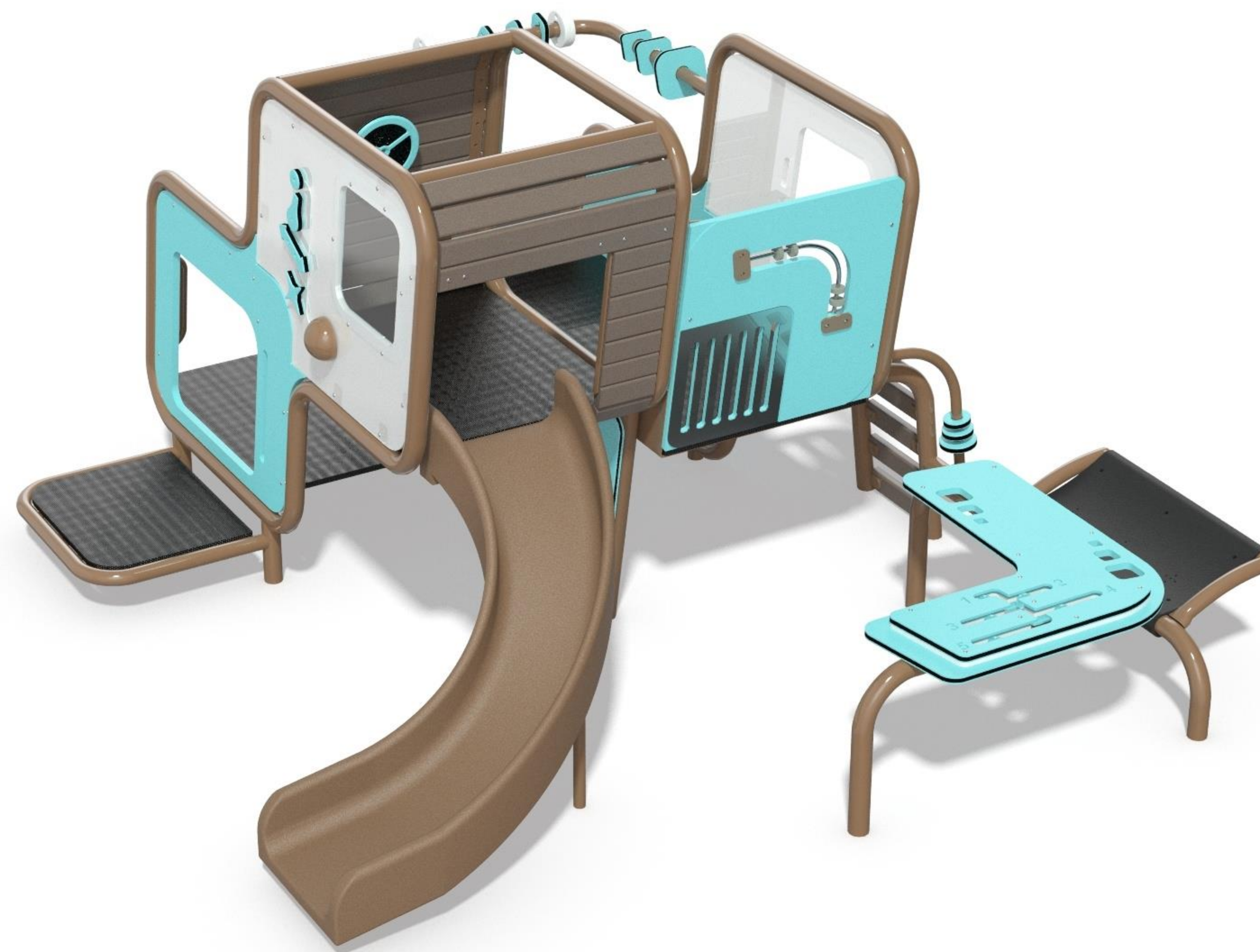
SKYVIEW PARK
PLAYGROUND
BEL AIRE, KANSAS

| | | |
|-------------|------------|----------|
| Issue: | | |
| 1 | 90% CD SET | 04/28/25 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| JOB NO. | 237363-015 | |
| DATE | APRIL 2025 | |
| PM | KPG | |
| DESIGNED BY | RKO | |
| DRAWN BY | RKO | |
| CHECKED BY | KPG | |

PLANTING DETAILS

LP501
LP501 OF 9





Oodle® Swing HDC

Model #228069

Section XIV, Item B.



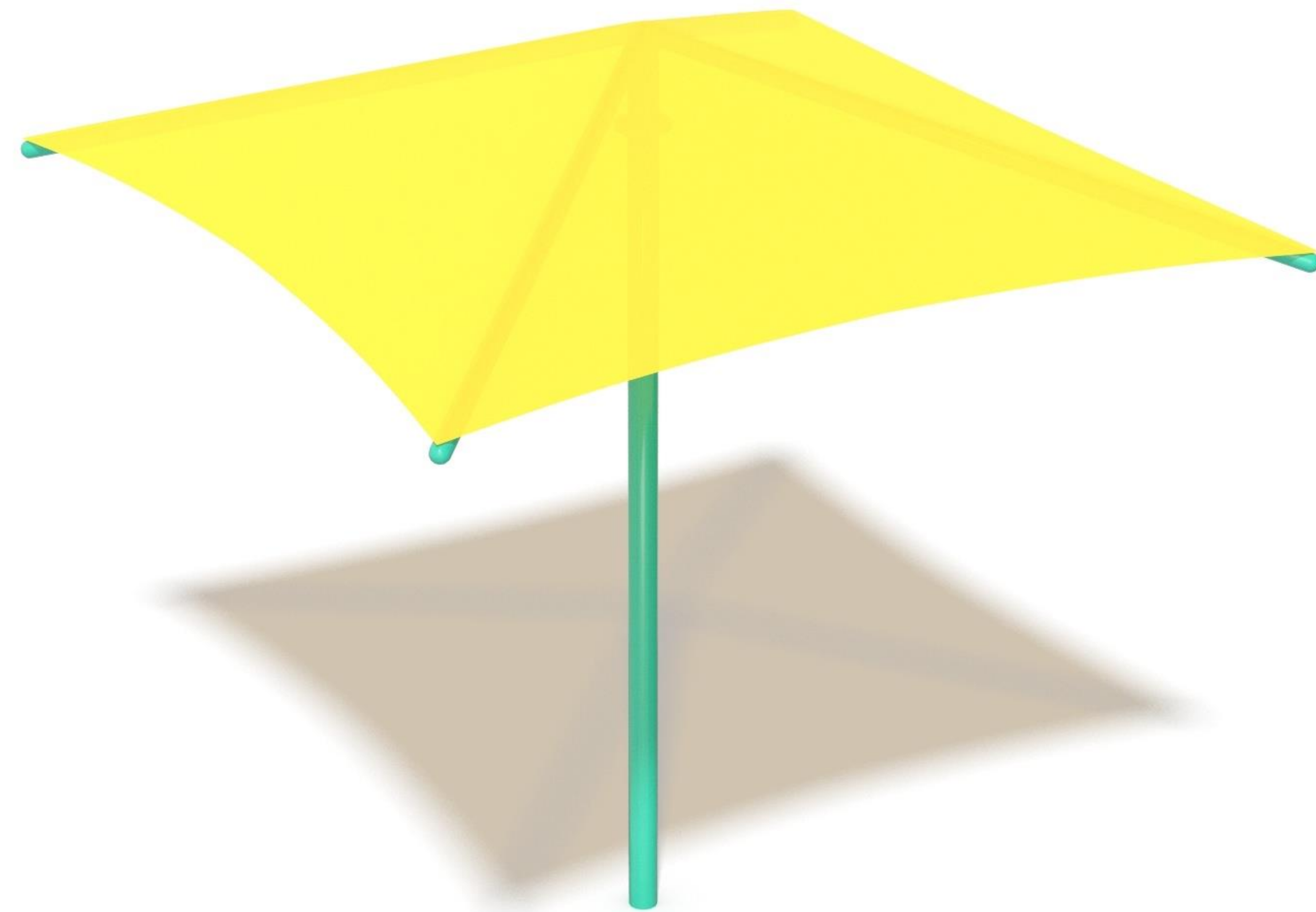
Better playgrounds.
Better world.®

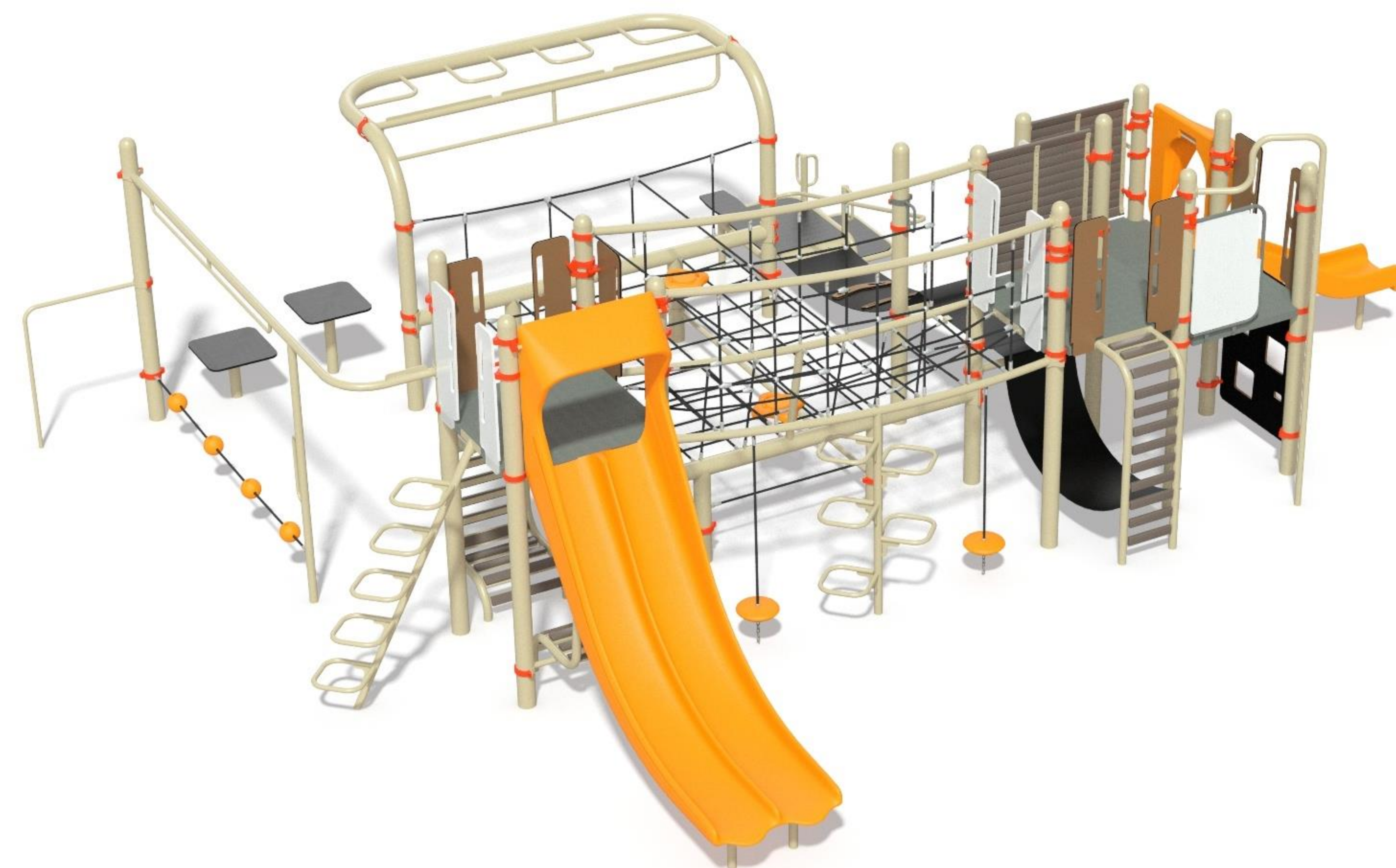
playlsi.com



Proudly presented by:







OWNER: CITY OF BEL AIRE
 PROJECT: SKYVIEW PARK
 PEC PROJECT NO: 237363-015
 DATE: MAY 2025



| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | ENGINEER'S OPINION OF PROBABLE COST | |
|--------------------------------------------------------------|-----------------------------------|----------|------|-------------------------------------|---------------|
| | | | | UNIT PRICE | COST |
| ESTIMATE - SKYVIEW PARK | | | | | |
| 1 | Concrete Sidewalk 4" | 3,100 | SF | \$ 5.00 | \$ 15,500.00 |
| 2 | ADA Ramps | 2 | EA | \$ 1,000.00 | \$ 2,000.00 |
| 3 | Earthwork | 1 | LS | \$ 10,000.00 | \$ 10,000.00 |
| 4 | Synthetic Turf w/ Subbase | 6,500 | SF | \$ 21.00 | \$ 136,500.00 |
| 5 | Synthetic Turf Subdrainage System | 1 | LS | \$ 7,500.00 | \$ 7,500.00 |
| 6 | Landscaping - Trees & Shrubs | 1 | LS | \$ 12,500.00 | \$ 12,500.00 |
| 7 | Landscaping - Turf | 25,000 | SF | \$ 1.00 | \$ 25,000.00 |
| 8 | Irrigation | 1 | LS | \$ 30,000.00 | \$ 30,000.00 |
| 9 | Site Furnishings | 1 | LS | \$ 5,000.00 | \$ 5,000.00 |
| 10 | Playground Equipment | 1 | LS | \$ 130,000.00 | \$ 130,000.00 |
| 11 | Erosion Control | 1 | LS | \$ 2,000.00 | \$ 2,000.00 |
| SUBTOTAL CONSTRUCTION | | | | \$ 376,000.00 | |
| CONTINGENCY | | | 5% | \$ 18,800.00 | |
| CONTRACTOR COSTS (Gen. Conditions, Insurance, Bonding, etc.) | | | 20% | \$ 75,200.00 | |
| TOTAL PROJECT COST | | | | \$ 470,000.00 | |

MANAGER'S REPORT

DATE: May 29, 2025
TO: Mayor Benage and City Council
FROM: Ted Henry, City Manager
RE: June 6, 2025 Agenda



Proclamation (Item V)

National Flag Week - Flag Day occurs every year on June 14th, the date the United States Flag was created. The week of June 14th, which will be June 8-14, 2025, is traditionally designated as "National Flag Week".

Consent Agenda (Item VII)

The City Council Minutes from the May 20th regular meeting and the May 27th special meeting are on the consent agenda. In addition, one new appointment is on the agenda for the Tree Board. If confirmed, Julie Hopkin's term will begin on June 3rd and end on June 3, 2029.

Appropriations Ordinance (Item VIII)

This appropriation ordinance encompasses 05/14/2025 through 05/27/2025 expenses and one payroll cycle. Expenditures amounted to \$1,750,519.23. Of the reported expenses, \$325,874.91 are infrastructure costs for new developments. These costs are paid through special assessments.

City Requested Appearances (Item IX)

President Greg Dane, Bel Aire Area Chamber of Commerce, will give a quarterly update.

Resolution Authorizing Property Tax Exemption, WAM Investments #11 (Item A)

In 2019, the City issued an Industrial Revenue Bond (IRB) for WAM Investments LLC. The Letter of Intent (LOI) required WAM to make a capital investment of \$1,750,000 and add 12 full-time employees. The IRB and associated tax abatements were granted for a total of 10 years, with a 95% ad valorem property tax exemption for the first 5-year term, followed by a 50% ad valorem property tax exemption for the additional 5-year term. The LOI stipulated that at the 5-year mark, the City would review WAM's compliance. If the capital investment and job creation targets were met, the Council would consider extending the tax abatements for the final 5 years.

As of today, Phase 1 of WAM Investments has an appraised value of \$2,425,200, and 48 new jobs have been created, well beyond the initial projection. Overall, the project has been a success. WAM Investments has provided valuable services to our city by constructing medium-sized mixed-use commercial spaces. For example, home-based businesses that have outgrown their initial setups can expand in Bel Aire instead of relocating to Wichita or other areas. WAM has met the capital investment and job creation requirements. Therefore, I recommend approving the additional 5-year tax abatement extension.

Amendment with Tyler Technologies for Service Fee Option (Item B)

On February 4th, 2025, the City Council and staff discussed updates regarding payment processing fees for card transactions. Staff presented three options provided by the sales team at Tyler Technologies: the Absorbed method, Convenience Fee method, and Service Fee option. After more careful research and discussion, on May 6th the Council approved a quote from Tyler Technologies to institute the Service Fee option. Tyler Technologies then provided an amendment to the City's agreement with them. City Attorney Maria Schrock has reviewed the Amendment and it now comes before the Council for consideration.

Purchase Contract for Hard Rock, Aurora Park Gravel Roads Project (Item C)

This action will enable improvements to the gravel roads in Aurora Park. The rock quoted was recommended by the Gravel Roads Task Force. We are currently performing ditch work in the area, and once completed, we will proceed with installing the new rock.

Change Order Request No. 1 from Mies, Chapel Landing 6th (Item D)

As the Developer of Chapel Landing 6th was constructing homes on their other properties, they stockpiled the soil from the excavations at the entrance to Chapel Landing 6th. Now that construction is ready to get started on Chapel Landing 6th, the dirt stockpile needs to be removed. The stockpile was not included in the original bid plans/project documents so Mies will need a change order to excavate and move the material out of the way of construction and incorporate into the mass grading. This change order will be added to the street project portion of the contract. The costs associated with this change order will be included in the contract costs for the grading project and will be financed through a bond and spread as special assessments against the benefiting lots. Staff recommends that the Council accept Change Order No. 1 for the removal of the dirt stockpile in the amount of \$34,500.00.

Engagement Letters for 2024 Annual Audit and CSLFRF Audit Services (Item E-F)

The audit engagement letter outlines the terms and scope of the annual audit services provided by the our auditing firm. (AGH) This includes reviewing the City's financial statements, ensuring compliance with accounting standards, and providing an independent assessment. The audit will also cover any updates to the City's internal controls, procedures, and financial reporting.

Additionally, the City will be engaging AGH for specific audit services related to the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF). This service ensures that the funds received from the federal government are being managed and spent in compliance.

Ordinance & Resolution, Residential Recycling & Solid Waste Collection Fees (Items G-H)

The solid waste collection and recycling agreement with Waste Connections, approved in 2016, allows for an annual 2% fee increase upon request by Waste Connections. At the May 20th meeting, Council approved a 2% increase in fees. This resolution will similarly increase fees passed onto customers by 2%. The administrative fee charged will remain unchanged. The Ordinance will amend the City Code accordingly.

Executive Session (Item XIII)

There is one Executive Session on the agenda.

Discussion And Future Issues (Item XIV)

- A. Discussion on 2025 Street Maintenance Program**
- B. Review and Provide Feedback on the Skyview Park Conceptual Plan**