



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
July 21, 2026 7:00 PM



I. CALL TO ORDER: Mayor Jim Benage

II. ROLL CALL

Greg Davied ____ Tyler Dehn ____ Emily Hamburg ____
Brandon McIntosh ____ Mike Proctor ____

III. OPENING PRAYER:

A. Father Andrew Labenz

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. DETERMINE AGENDA ADDITIONS

VI. CONSENT AGENDA

A. Approval of Minutes of the July 7, 2026 City Council meeting.

B. Confirm the Mayor's reappointment of Bill Moss to Seat 5 on the Utility Advisory Committee. The term will expire on August 1, 2029.

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

Motion _____ Second _____ Vote _____

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 26-13 in the amount of \$244,490.96.

Action: Motion to (approve / deny / table) Appropriations Ordinance No. 26-13.

Motion _____ Second _____ Vote _____

VIII. CITY REQUESTED APPEARANCES

IX. CITIZEN CONCERNS: *If you wish to speak, please fill out a "Request to Speak" card at the podium and give it to the City Clerk before the meeting begins. When you are called on by the*

Mayor, please go to the podium, speak into the microphone, and state your name and address before giving your comments. Please limit your comments to 3 minutes in the interest of time. If more time is needed, you may request an extension from the Mayor.

X. REPORTS

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

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

- A. Consideration of Bids and Contract for Construction of the Skyview at Webb, Phase 1 Water Distribution, Sanitary Sewer, Stormwater Sewer, and Street Improvements. Four (4) bids were received:**

<u>Bidder</u>	<u>Total Bid</u>
<i>Engineer's Estimate</i>	<i>\$1,906,379.00</i>
Dondlinger Construction	\$1,369,191.00
McCullough Excavation	\$1,676,760.00
Mies Construction	\$1,163,439.80
Nowak Construction	\$1,359,223.58

Action: Motion to (Approve / Deny / Table) the bid from _____, in the amount of \$_____; approve the contract (As Presented / As Amended); and authorize the Mayor and city staff to sign all necessary documents.

Motion _____ Second _____ Vote _____

- B. Consideration of an Agreement for Construction Inspection Services for the Skyview at Webb, Phase 1 water, sanitary sewer, stormwater sewer, and street projects.**

Action: Motion to (accept / deny / table) the Agreement with _____ for Construction Inspection Services for the Skyview at Webb, Phase 1 water, sanitary sewer, stormwater sewer, and street projects in the amount of \$_____, Not to Exceed and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

- C. Consideration of an Ordinance Amending Chapter 17 of the City Code to Update Building Code Provisions in Articles 3, 4, 5, 6, 7, and 11.**

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

Motion _____ Second _____

Roll Call Vote:

Greg Davied _____ Tyler Dehn _____ Emily Hamburg _____

Brandon McIntosh _____ Mike Proctor _____

D. Consideration of Bids and Contract for On-Call Services For Installation Of Water Service Utility Lines.

Action: Motion to (Approve / Deny / Table) the Bid from _____, in the amount of \$_____; approve the contract (As Presented / As Amended); and authorize the Mayor and city staff to sign all necessary documents.

Motion _____ Second _____ Vote _____

E. Consideration of A Resolution of the City Of Bel Aire, Kansas Authorizing Certain Improvements to 45th Street in the City and the Issuance of General Obligation Bonds of the City to Pay Costs of Such Improvements.

Action: Motion to (adopt / deny / table) A Resolution of the City Of Bel Aire, Kansas Authorizing Certain Improvements to 45th Street in the City and the Issuance of General Obligation Bonds of the City to Pay Costs of Such Improvements and authorize all required signatures.

Motion _____ Second _____ Vote _____

F. Consideration of an Agreement for Land Acquisition Services for the 45th Street, Oliver to Woodlawn Street Reconstruction Project.

Action: Motion to (accept / deny / table) the Agreement with _____ for Land Acquisition Services for the 45th Street, Oliver to Woodlawn Street Reconstruction Project and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

XII. EXECUTIVE SESSION

A. No Executive Session

XIII. DISCUSSION AND FUTURE ISSUES

XIV. ADJOURNMENT

Action: Motion to adjourn.

Motion _____ Second _____ Vote _____

Additional Attachments:

A. Financial Report, June 2026

B. Public Works Report - June 2026

C. UAC 06-10-26 Mtg minutes

D. City Manager's Report- July 7, 2026

Notice

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



MINUTES
CITY COUNCIL MEETING
 7651 E. Central Park Ave, Bel Aire, KS
 July 07, 2026 7:00 PM



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

II. ROLL CALL

Councilmembers Tyler Dehn, Emily Hamburg, Brandon McIntosh, and Mike Proctor were present. Councilmember Greg Davied joined the meeting at 7:07 p.m. via videoconference.

Also present were City Manager Ted Henry, City Attorney Maria Schrock, City Engineer Anne Stephens, Director of Finance Barry Smith, and City Clerk Melissa Krehbiel.

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

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. DETERMINE AGENDA ADDITIONS: There were no additions.

VI. CONSENT AGENDA

A. Approval of Minutes of the June 16, 2026 City Council meeting.

B. Receive, for information only, Change Orders Nos. 1, 2, and 3, for the 2026 Street Maintenance & Repairs Project with Kansas Paving. The original contract amount was \$675,243.00. The cumulative amount of the executed change orders is \$8,808.33, resulting in a revised total contract amount of \$684,051.33.

MOTION: Councilmember McIntosh moved to approve the Consent Agenda as listed and authorize the Mayor to sign. Councilmember Hamburg seconded the motion. ***Motion carried 4-0.***

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 26-12 in the amount of \$1,533,157.08.

MOTION: Councilmember Dehn moved to approve Appropriations Ordinance No. 26-12. Councilmember McIntosh seconded the motion. ***Motion carried 4-0.***

VIII. CITY REQUESTED APPEARANCES: None

IX. CITIZEN CONCERNS: No one spoke.

X. REPORTS

A. Council Member Reports

Councilmember Hamburg attended the June 25th Chisholm Creek Utility Authority (CCUA) meeting. She also attended a meeting on June 29th with CCUA, KDHE and the EPA regarding water reuse.

Councilmember McIntosh reported that he received several emails about Flock cameras; and several citizens expressed frustration with Woodlawn, but they are excited that work has started again. He and other Council members received an email asking them to re-open the discussion about golf carts.

Councilmember Proctor reported that he spoke to family members who have had reduced neighborhood crime due to cameras; he also learned that in his neighborhood there were a couple of car break-ins over the last couple of months.

Councilmember Dehn reported that he attended the K-254 open house a few weeks ago; since then he has seen several news stories about the improvements. Councilmember Dehn thanked Mayor Benage and Kechi Mayor Harris for the letter they sent regarding K-254. He noted that construction projects that had been delayed are now moving forward. He thanked the Police Department and City Manager for raising funds for and organizing this weekend’s event celebrating National Night Out and America’s 250th anniversary.

B. Mayor's Report

Mayor Benage noted successful management of stormwater during the last rain event; he thanked Public Works staff for their work. Mayor Benage and Kechi Mayor Joanie Harris sent a letter to KDOT regarding K-254 improvements, which resulted in some news media attention. KDOT has started survey work at K-254 at River Valley Road. On June 17th he attended the 2026 State of Homelessness report. On June 25th he attended the CCUA meeting. Mayor Benage reported that John Welch has stepped down from serving as an alternate to the CCUA Board. He reported that the memorial tree dedication ceremony for Art Tenbrink will be rescheduled due to wet ground conditions at the park last weekend. He encouraged Council members to attend the League of Kansas Municipalities (LKM) conference on October 8-10. He reported that a voter registration booth will be located at the National Night Out event on July 11th.

C. City Attorney Report

City Attorney Maria Schrock briefly reported on the new Standard Traffic Ordinance and Uniform Public Offense Code, and the benefits of reviewing and regularly adopting the new codes. She also reported on the success of including a QR code for payments on traffic tickets.

D. City Manager Report

City Manager Ted Henry invited everyone to attend the National Night Out event and noted the community support for the event. He reported on upcoming road construction; mobile signs will be put up about 1 week before construction. Mr. Henry shared pictures of stormwater drainage areas that have been improved by the Public Works staff over the past two years and thanked staff for their work.

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of a Resolution Setting the Date, Time, and Place, for a Public Hearing Regarding the City's Intent to Levy a Property Tax Exceeding the Revenue Neutral Rate and the Notice of Intent to the Sedgwick County Clerk of the City's Intent to Exceed the Revenue Neutral Rate.

MOTION: Councilmember Dehn moved to adopt a Resolution setting a public hearing on the Revenue Neutral Rate for September 1, 2026 at 7pm at Bel Aire City Hall; authorize publication of the formal public hearing notices; authorize staff to notify the Sedgwick County Clerk of the City's intent to exceed the revenue neutral rate and authorize the Mayor to sign the necessary documents. Councilmember Proctor seconded the motion. *Motion carried 5-0.*

B. Consideration of a Resolution Authorizing a Donation to Friends of McConnell, an Affiliate Organization of the Wichita Regional Chamber of Commerce in the Amount of \$500.00, \$1,000.00, \$2,500.00, or \$5,000.00.

MOTION: Councilmember Hamburg moved to deny a Resolution authorizing a donation to the Friends of McConnell. Councilmember Davied seconded the motion. *Motion carried 3-2*, with Councilmembers Proctor and Dehn voting against the motion.

C. Consideration of Ratification of Change Order No. 1 for the Multi-Use Path on East 53rd Street Project, Increasing the Original Contract Price of \$588,362.04 by \$3,932.25 for a total contract price of \$592,294.29.

MOTION: Councilmember Dehn moved to approve Ratification of Change Order No. 1, for the Multi-Use Path on East 53rd Street Project, increasing the contract price by \$3,932.25, and authorize the Mayor to sign. Councilmember Hamburg seconded the motion. *Motion carried 5-0.*

D. Consideration of Change Order No. 2 for the Multi-Use Path on East 53rd Street Project, Decreasing the Current Contract Price of \$592,294.29 by \$87,582.75 for a total contract price of \$504,711.54.

MOTION: Councilmember McIntosh to approve Change Order No. 2, for the Multi-Use Path on East 53rd Street Project, decreasing the current contract price by \$87,582.75, and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 5-0.*

E. **Consideration of Change Order No. 3 for the Multi-Use Path on East 53rd Street Project, Increasing the Current Contract Price of \$504,711.54 by \$86,165.00 for a total contract price of \$590,876.54.**

MOTION: Councilmember Proctor moved to approve Change Order No. 3, for the Multi-Use Path on East 53rd Street Project, increasing the current contract price by \$86,165.00, and authorize the Mayor to sign. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

F. **Consideration of an Agreement with The Arnold Group, LLC, for a Classification and Compensation Study at \$16,560.00.**

MOTION: Councilmember Dehn moved to approve the Agreement with The Arnold Group, LLC, for a Classification and Compensation Study, in an amount not to exceed \$16,560.00, and authorize the Mayor to sign. Councilmember Proctor seconded the motion. *Motion carried 4-0-1* with Councilmember McIntosh abstaining from the vote.

XII. EXECUTIVE SESSION

A. **No executive session**

XIII. DISCUSSION AND FUTURE ISSUES

A. **Discussion of Closure of 53rd and Rock Intersection (2026 Street Maintenance Program)**

City Engineer Anne Stephens reported that the intersection of 53rd and Rock is currently under construction and the contractor has requested to close the intersection, in order to finish the work more quickly. The Council discussed the topic and Councilmembers expressed general consensus that closing the intersection would be acceptable if the work could be completed more quickly. No official action was taken.

B. **Discussion of four-way stops at 53rd and Oliver, and 53rd and Webb**

The Council briefly discussed future installation of four-way stops at these intersections, and the need for more traffic study data in these areas. No official action was taken.

C. **Reminder: City Council Workshop to be held on July 14, 2026 at 7:00 p.m.**

XIV. ADJOURNMENT

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

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

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk



City of Bel Aire, KS

Section VII, Item A.
APPROPRIATION
By Vendor DBA

Payment Dates 7/1/2026 - 7/14/2026

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 3127 -					
ICT DOUBLE TAP / ICT DTB	BEL AIRE NIGHT OUT- BAND/...	07/10/2026	07/10/2026		750.00
Vendor DBA 3127 - ICT DOUBLE TAP / ICT DTB Total:					750.00
Vendor DBA: 1519 -					
ADOBE, INC	SUBSCRIPTION	06/17/2026	07/02/2026		23.99
Vendor DBA 1519 - ADOBE, INC Total:					23.99
Vendor DBA: 0178 -					
AFLAC	EMPLOYEE MONTHLY PREMI...	06/24/2026	07/01/2026		374.42
AFLAC	EMPLOYEE MONTHLY PREMI...	06/24/2026	07/01/2026		131.04
Vendor DBA 0178 - AFLAC Total:					505.46
Vendor DBA: 3076 -					
AIR CAPITOL ECO RECYCLING, ...	GROUNDS IMPROVEMENT-M...	07/09/2026	07/10/2026		135.00
Vendor DBA 3076 - AIR CAPITOL ECO RECYCLING, LLC Total:					135.00
Vendor DBA: 2790 -					
ARC PHYSICAL THERAPY PLUS	PRE-EMPLOYMENT SCREENING	07/09/2026	07/10/2026		65.00
Vendor DBA 2790 - ARC PHYSICAL THERAPY PLUS Total:					65.00
Vendor DBA: 2164 -					
CHRISTOPHER HARDWICK	YOUTH SPORTS OFFICIAL	06/30/2026	07/02/2026		200.00
Vendor DBA 2164 - CHRISTOPHER HARDWICK Total:					200.00
Vendor DBA: 2599 -					
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PD	06/29/2026	07/02/2026		23.00
CULLIGAN OF WICHITA / WICH..	WATER SERVICE-CH	06/29/2026	07/02/2026		51.50
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	06/29/2026	07/02/2026		6.72
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	06/29/2026	07/02/2026		6.72
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	06/29/2026	07/02/2026		6.74
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	06/29/2026	07/02/2026		6.72
Vendor DBA 2599 - CULLIGAN OF WICHITA / WICHITA WATER CONDITIONING,INC Total:					101.40
Vendor DBA: 0032 -					
DELTA DENTAL PLAN of KANS...	07/26 MONTHLY PREMIUM	06/24/2026	07/01/2026		2,662.60
DELTA DENTAL PLAN of KANS...	07/26 MONTHLY PREMIUM	06/24/2026	07/01/2026		226.16
DELTA DENTAL PLAN of KANS...	07/26 MONTHLY PREMIUM	06/24/2026	07/01/2026		379.92
Vendor DBA 0032 - DELTA DENTAL PLAN of KANSAS Total:					3,268.68
Vendor DBA: 0214 -					
DIGITAL OFFICE SYSTEMS - DOS	PD COPIER	06/27/2026	07/02/2026		89.69
Vendor DBA 0214 - DIGITAL OFFICE SYSTEMS - DOS Total:					89.69
Vendor DBA: 0046 -					
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	06/19/2026	07/06/2026		49.70
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	06/19/2026	07/06/2026		28.89
EVERGY KANSAS CENTRAL INC	PARKS	06/19/2026	07/06/2026		222.55
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	06/19/2026	07/06/2026		29.43
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	06/19/2026	07/06/2026		51.64
EVERGY KANSAS CENTRAL INC	MAINT SHOP	06/19/2026	07/06/2026		259.76
EVERGY KANSAS CENTRAL INC	MAINT SHOP	06/19/2026	07/06/2026		155.86
EVERGY KANSAS CENTRAL INC	MAINT SHOP	06/19/2026	07/06/2026		311.72
EVERGY KANSAS CENTRAL INC	MAINT SHOP	06/19/2026	07/06/2026		311.72
EVERGY KANSAS CENTRAL INC	LIFT STATION	06/19/2026	07/06/2026		801.87
EVERGY KANSAS CENTRAL INC	PARKS	06/19/2026	07/06/2026		122.96
EVERGY KANSAS CENTRAL INC	LIFT STATION	06/19/2026	07/06/2026		29.20
EVERGY KANSAS CENTRAL INC	POOL	06/19/2026	07/06/2026		566.67
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	06/19/2026	07/06/2026		75.19
EVERGY KANSAS CENTRAL INC	LIFT STATION	06/19/2026	07/06/2026		52.63

AP ORDINANCE

Payment D

Section VII, Item A.

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
EVERGY KANSAS CENTRAL INC	LIFT STATION	06/19/2026	07/06/2026		189.43
EVERGY KANSAS CENTRAL INC	REC	06/19/2026	07/06/2026		30.58
EVERGY KANSAS CENTRAL INC	WATER TOWER	06/19/2026	07/06/2026		54.77
EVERGY KANSAS CENTRAL INC	REC	06/19/2026	07/06/2026		702.20
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	06/19/2026	07/06/2026		30.71
EVERGY KANSAS CENTRAL INC	LIFT STATION	06/19/2026	07/06/2026		350.46
EVERGY KANSAS CENTRAL INC	CITY HALL	06/19/2026	07/06/2026		1,983.35
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	06/19/2026	07/06/2026		35.58
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	06/19/2026	07/06/2026		81.38
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	06/19/2026	07/06/2026		64.07
EVERGY KANSAS CENTRAL INC	LIFT STATION	06/19/2026	07/06/2026		246.04
EVERGY KANSAS CENTRAL INC	PARKS	06/19/2026	07/06/2026		28.94
EVERGY KANSAS CENTRAL INC	WATER TOWER	06/19/2026	07/06/2026		214.10
EVERGY KANSAS CENTRAL INC	PARKS	06/19/2026	07/06/2026		93.48
EVERGY KANSAS CENTRAL INC	MAINT SHOP	06/22/2026	07/08/2026		144.38
EVERGY KANSAS CENTRAL INC	MAINT SHOP	06/22/2026	07/08/2026		86.63
EVERGY KANSAS CENTRAL INC	MAINT SHOP	06/22/2026	07/08/2026		173.27
EVERGY KANSAS CENTRAL INC	MAINT SHOP	06/22/2026	07/08/2026		173.26
Vendor DBA 0046 - EVERGY KANSAS CENTRAL INC Total:					7,752.42
Vendor DBA: 0010 -					
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	07/02/2026	07/02/2026		14,078.64
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	07/02/2026	07/02/2026		315.10
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	07/02/2026	07/02/2026		1,977.22
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	07/02/2026	07/02/2026		1,029.80
FICA/FEDERAL W/H	FEDERAL W/H TAXES	07/02/2026	07/02/2026		7,675.94
FICA/FEDERAL W/H	FEDERAL W/H TAXES	07/02/2026	07/02/2026		157.35
FICA/FEDERAL W/H	FEDERAL W/H TAXES	07/02/2026	07/02/2026		1,215.85
FICA/FEDERAL W/H	FEDERAL W/H TAXES	07/02/2026	07/02/2026		606.62
FICA/FEDERAL W/H	MEDICARE/FICA	07/02/2026	07/02/2026		3,292.64
FICA/FEDERAL W/H	MEDICARE/FICA	07/02/2026	07/02/2026		73.70
FICA/FEDERAL W/H	MEDICARE/FICA	07/02/2026	07/02/2026		462.44
FICA/FEDERAL W/H	MEDICARE/FICA	07/02/2026	07/02/2026		240.80
Vendor DBA 0010 - FICA/FEDERAL W/H Total:					31,126.10
Vendor DBA: 0424 -					
GRAINGER, INC	RECREATIONAL EQUIP/SUPPLI...	06/25/2026	07/02/2026		620.24
Vendor DBA 0424 - GRAINGER, INC Total:					620.24
Vendor DBA: 2470 -					
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	07/09/2026	07/10/2026		32.24
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	07/09/2026	07/10/2026		118.83
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	07/09/2026	07/10/2026		104.07
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	07/09/2026	07/10/2026		1,011.19
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	07/09/2026	07/10/2026		104.07
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	07/09/2026	07/10/2026		104.07
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	07/09/2026	07/10/2026		104.07
Vendor DBA 2470 - IDEATEK TELECOM Total:					1,578.54
Vendor DBA: 2438 -					
IMA FINANCIAL GROUP, INC	HEALTH BENEFITS ADMIN MT...	07/09/2026	07/10/2026		833.00
Vendor DBA 2438 - IMA FINANCIAL GROUP, INC Total:					833.00
Vendor DBA: 2582 -					
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/26/2026	07/02/2026		178.14
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/26/2026	07/02/2026		178.12
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/26/2026	07/02/2026		178.12
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/26/2026	07/02/2026		178.12
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	07/01/2026	07/02/2026		89.49
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	07/01/2026	07/02/2026		44.87
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	07/01/2026	07/02/2026		134.36
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	07/01/2026	07/02/2026		134.36
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	07/01/2026	07/02/2026		89.49
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	07/01/2026	07/02/2026		89.49

AP ORDINANCE

Payment D

Section VII, Item A.

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	07/01/2026	07/02/2026		67.18
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	07/01/2026	07/02/2026		716.91
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	07/01/2026	07/02/2026		201.54
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	07/01/2026	07/02/2026		44.87
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	07/01/2026	07/02/2026		44.87
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	07/01/2026	07/02/2026		223.85
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	07/01/2026	07/02/2026		44.87
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	07/01/2026	07/02/2026		223.85
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	07/01/2026	07/02/2026		223.85
Vendor DBA 2582 - IMAGINE IT INC Total:					3,086.35
Vendor DBA: 2099 -					
JAMES BENAGE	KMU CONFERENCE	07/01/2026	07/02/2026		73.00
Vendor DBA 2099 - JAMES BENAGE Total:					73.00
Vendor DBA: 2290 -					
JEFFREY HARDWICK	YOUTH SPORTS OFFICIAL	06/30/2026	07/02/2026		350.00
Vendor DBA 2290 - JEFFREY HARDWICK Total:					350.00
Vendor DBA: 3126 -					
JEROME TEOH	SIDEWALK PROGRAM	07/09/2026	07/10/2026		5,500.00
Vendor DBA 3126 - JEROME TEOH Total:					5,500.00
Vendor DBA: 3124 -					
JORDAN WILLIAMS	YOUTH SPORTS OFFICIAL	06/30/2026	07/02/2026		240.00
Vendor DBA 3124 - JORDAN WILLIAMS Total:					240.00
Vendor DBA: 0196 -					
K P E R S	KP&F	07/02/2026	07/02/2026		12,522.72
K P E R S	KPERS 1	07/02/2026	07/02/2026		848.31
K P E R S	KPERS 1	07/02/2026	07/02/2026		451.00
K P E R S	KPERS 1	07/02/2026	07/02/2026		887.99
K P E R S	KPERS 1	07/02/2026	07/02/2026		504.36
K P E R S	KPERS 2	07/02/2026	07/02/2026		2,019.81
K P E R S	KPERS 2	07/02/2026	07/02/2026		326.25
K P E R S	KPERS 3	07/02/2026	07/02/2026		7,727.12
K P E R S	KPERS 3	07/02/2026	07/02/2026		1,346.33
K P E R S	KPERS 3	07/02/2026	07/02/2026		966.14
Vendor DBA 0196 - K P E R S Total:					27,600.03
Vendor DBA: 0197 -					
KANSAS DEPT OF REVENUE	KS STATE W/H	07/02/2026	07/02/2026		5,221.02
KANSAS DEPT OF REVENUE	KS STATE W/H	07/02/2026	07/02/2026		97.73
KANSAS DEPT OF REVENUE	KS STATE W/H	07/02/2026	07/02/2026		782.33
KANSAS DEPT OF REVENUE	KS STATE W/H	07/02/2026	07/02/2026		362.97
Vendor DBA 0197 - KANSAS DEPT OF REVENUE Total:					6,464.05
Vendor DBA: 0202 -					
KANSAS DEPT OF REVENUE-W... 2ND QTR 2026		06/30/2026	07/03/2026		1,873.47
KANSAS DEPT OF REVENUE-W... 2ND QTR 2026		06/30/2026	07/03/2026		1,756.38
Vendor DBA 0202 - KANSAS DEPT OF REVENUE-WATER PROTECTION Total:					3,629.85
Vendor DBA: 0274 -					
KANSAS GOLF & TURF, INC	MOW EQUIP REPAIR/MAINTEN...	06/26/2026	07/02/2026		13.46
Vendor DBA 0274 - KANSAS GOLF & TURF, INC Total:					13.46
Vendor DBA: 0075 -					
KANSAS ONE-CALL SYSTEM, I...	LOCATE FEES: 322 FOR 06/26	07/09/2026	07/10/2026		214.13
KANSAS ONE-CALL SYSTEM, I...	LOCATE FEES: 322 FOR 06/26	07/09/2026	07/10/2026		214.13
Vendor DBA 0075 - KANSAS ONE-CALL SYSTEM, INC. Total:					428.26
Vendor DBA: 0836 -					
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	07/09/2026	07/10/2026		440.28
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	07/09/2026	07/10/2026		855.67
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	07/09/2026	07/10/2026		440.29
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	07/09/2026	07/10/2026		855.68
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	07/09/2026	07/10/2026		440.28

AP ORDINANCE

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	07/09/2026	07/10/2026		855.68
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	07/09/2026	07/10/2026		440.28
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	07/09/2026	07/10/2026		440.28
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	07/09/2026	07/10/2026		855.67
Vendor DBA 0836 - KANZA CO-OPERATIVE ASSOCIATION Total:					5,624.11
Vendor DBA: 2640 -					
KIESLER POLICE SUPPLY INC	UNIFORMS/PD SUPPLIES	07/10/2026	07/10/2026		988.91
Vendor DBA 2640 - KIESLER POLICE SUPPLY INC Total:					988.91
Vendor DBA: 2552 -					
KS SECRETARY OF STATE	NOTARY FILING FEE	07/09/2026	07/10/2026		25.00
Vendor DBA 2552 - KS SECRETARY OF STATE Total:					25.00
Vendor DBA: 1376 -					
KURT KONDA	YOUTH SPORTS OFFICIAL	06/30/2026	07/02/2026		300.00
Vendor DBA 1376 - KURT KONDA Total:					300.00
Vendor DBA: 2687 -					
LEASE FINANCE PARTNERS	36822QT: 06/26:PD COPIER	06/19/2026	07/02/2026		143.17
Vendor DBA 2687 - LEASE FINANCE PARTNERS Total:					143.17
Vendor DBA: 0264 -					
MARTY A HESS	YOGA INSTRUCTOR	06/30/2026	07/02/2026		135.00
Vendor DBA 0264 - MARTY A HESS Total:					135.00
Vendor DBA: 2296 -					
NICHALAS HARDWICK	YOUTH SPORTS OFFICIAL	06/30/2026	07/02/2026		200.00
Vendor DBA 2296 - NICHALAS HARDWICK Total:					200.00
Vendor DBA: 3123 -					
PARKER J MCWILLIAMS	YOUTH SPORTS OFFICIAL	06/30/2026	07/02/2026		156.00
Vendor DBA 3123 - PARKER J MCWILLIAMS Total:					156.00
Vendor DBA: 2369 -					
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	06/25/2026	07/03/2026		138.22
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	06/25/2026	07/03/2026		29.17
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	07/09/2026	07/10/2026		357.27
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	07/09/2026	07/10/2026		39.70
Vendor DBA 2369 - PAYLOCITY CORPORATION Total:					564.36
Vendor DBA: 2324 -					
PROFESSIONAL ENGINEERING...	BEL AIRE FRONT END SPECIFI...	07/09/2026	07/10/2026		5,707.50
Vendor DBA 2324 - PROFESSIONAL ENGINEERING CONSU Total:					5,707.50
Vendor DBA: 0392 - SIGNS NOW #124					
SIGNS NOW #124	BEL AIRE NIGHT OUT - SUPPLI...	07/09/2026	07/10/2026		755.82
SIGNS NOW #124	BEL AIRE NIGHT OUT - SUPPLI...	07/09/2026	07/10/2026		169.58
Vendor DBA 0392 - SIGNS NOW #124 Total:					925.40
Vendor DBA: 0911 - SIMPLE CLEAN					
SIMPLE CLEAN	06 & 07/26 JANITORIAL SVC: ...	06/24/2026	07/02/2026		727.80
Vendor DBA 0911 - SIMPLE CLEAN Total:					727.80
Vendor DBA: 1540 - SOD SHOP					
SOD SHOP	SOD REPLACEMENT	07/09/2026	07/10/2026		26.50
Vendor DBA 1540 - SOD SHOP Total:					26.50
Vendor DBA: 1953 -					
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	06/22/2026	07/02/2026		209.40
Vendor DBA 1953 - SUMNERONE - SUMNER GROUP INC Total:					209.40
Vendor DBA: 0369 -					
TERESA WADE	INSTRUCTOR	06/30/2026	07/02/2026		180.00
Vendor DBA 0369 - TERESA WADE Total:					180.00
Vendor DBA: 1930 -					
THEODORE HENRY	KMU CONFERENCE	07/01/2026	07/02/2026		73.00
Vendor DBA 1930 - THEODORE HENRY Total:					73.00

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 0903 -					
TRIPLETT, WOOLF, GARRETSON...	LEGAL SERVICES	06/29/2026	07/10/2026		16,387.22
TRIPLETT, WOOLF, GARRETSON...	LEGAL SERVICES	07/09/2026	07/10/2026		1,090.00
Vendor DBA 0903 - TRIPLETT, WOOLF, GARRETSON, LLC/TWG Total:					17,477.22
Vendor DBA: 0989 -					
VERIZON	CELL PHONE SERVICE	06/23/2026	07/02/2026		81.56
VERIZON	CELL PHONE SERVICE	06/23/2026	07/02/2026		41.55
VERIZON	CELL PHONE SERVICE	06/23/2026	07/02/2026		41.55
VERIZON	CELL PHONE SERVICE	06/23/2026	07/02/2026		86.56
VERIZON	CELL PHONE SERVICE	06/23/2026	07/02/2026		720.18
VERIZON	CELL PHONE SERVICE	06/23/2026	07/02/2026		40.05
VERIZON	CELL PHONE SERVICE	06/23/2026	07/02/2026		24.37
VERIZON	CELL PHONE SERVICE	06/23/2026	07/02/2026		65.92
VERIZON	CELL PHONE SERVICE	06/23/2026	07/02/2026		164.66
VERIZON	CELL PHONE SERVICE	06/23/2026	07/02/2026		80.02
VERIZON	CELL PHONE SERVICE	06/23/2026	07/02/2026		201.59
VERIZON	CELL PHONE SERVICE	06/23/2026	07/02/2026		197.02
VERIZON	CELL PHONE SERVICE	06/14/2026	07/01/2026		10.00
VERIZON	CELL PHONE SERVICE	06/14/2026	07/01/2026		10.01
VERIZON	CELL PHONE SERVICE	06/14/2026	07/01/2026		10.00
VERIZON	CELL PHONE SERVICE	06/14/2026	07/01/2026		10.00
Vendor DBA 0989 - VERIZON Total:					1,785.04
Vendor DBA: 3125 - WAZ UP FIREWORKS					
WAZ UP FIREWORKS	FIREWORKS SHOW	07/09/2026	07/10/2026		2,500.00
WAZ UP FIREWORKS	FIREWORKS SHOW	07/06/2026	07/06/2026		7,500.00
Vendor DBA 3125 - WAZ UP FIREWORKS Total:					10,000.00
Vendor DBA: 1562 -					
WEST BEND MUTUAL INSURA...	EVENT INSURANCE	06/20/2026	07/02/2026		974.00
Vendor DBA 1562 - WEST BEND MUTUAL INSURANCE CO Total:					974.00
Vendor DBA: 0003 - WILLIAMS JANITORIAL SUPPLY WAREHOUSE					
WILLIAMS JANITORIAL SUPPLY...	JANITORIAL SUPPLIES	06/17/2026	07/02/2026		258.32
Vendor DBA 0003 - WILLIAMS JANITORIAL SUPPLY WAREHOUSE Total:					258.32
Grand Total:					140,915.25

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	109,328.79
200 - Special Street & Highway	3,634.77
355 - Capital Improvement Reserve	5,500.00
520 - Water Utility	13,907.74
530 - Sewer Utility	8,543.95
Grand Total:	140,915.25

Account Summary

Account Number	Account Name	Payment Amount
100-000-000-2014	FEDERAL TAX PAYABLE	7,675.94
100-000-000-2016	SOCIAL SECURITY PAYAB...	14,078.64
100-000-000-2018	MEDICARE PAYABLE	3,292.64
100-000-000-2020	STATE TAX PAYABLE	5,221.02
100-000-000-2022	KPERS 1 PAYABLE	848.31
100-000-000-2024	KPERS 2 PAYABLE	2,019.81
100-000-000-2026	KPERS 3 PAYABLE	7,727.12
100-000-000-2028	KP&F PAYABLE	12,522.72
100-000-000-2036	AFLAC ACCIDENT PAYAB...	374.42
100-000-000-2056	DENTAL INS PAYABLE	2,662.60
100-000-000-2062	FSA HEALTH PAYABLE	495.49
100-100-110-6008	PROFESSIONAL DUES/M...	25.00
100-100-110-6010	COMMUNITY RELATION...	974.00
100-100-110-6030	ADVERTISING & MARKET...	11,675.40
100-100-110-6048	HOTEL & TRAVEL	73.00
100-100-110-7014	IT - MANAGED SERVICES	89.49
100-100-110-7046	COMMUNICATION SERV...	81.56
100-100-130-7014	IT - MANAGED SERVICES	44.87
100-100-130-7030	ENGINEERING SERVICES	5,707.50
100-100-130-7046	COMMUNICATION SERV...	41.55
100-100-140-7014	IT - MANAGED SERVICES	134.36
100-100-150-6048	HOTEL & TRAVEL	73.00
100-100-150-7014	IT - MANAGED SERVICES	134.36
100-100-160-7014	IT - MANAGED SERVICES	89.49
100-100-160-7024	CONTRACTUAL SVCS	833.00
100-100-160-7046	COMMUNICATION SERV...	41.55
100-100-170-7014	IT - MANAGED SERVICES	89.49
100-100-170-7046	COMMUNICATION SERV...	86.56
100-100-170-7804	LEGAL SERVICES	17,477.22
100-120-240-7014	IT - MANAGED SERVICES	67.18
100-120-250-6300	POLICE SUPPLIES	988.91
100-120-250-7014	IT - MANAGED SERVICES	716.91
100-120-250-7016	SOFTWARE/HARDWARE...	23.99
100-120-250-7024	CONTRACTUAL SERVICES	255.86
100-120-250-7046	COMMUNICATION SERV...	720.18
100-130-330-7046	COMMUNICATION SERV...	72.29
100-130-330-7048	UTILITIES	566.67
100-130-340-7038	JANITORIAL SERVICES	727.80
100-130-350-6034	CLEANING SUPPLIES	258.32
100-130-350-6056	PETROLEUM PRODUCTS	440.28
100-130-350-6600	EQUIPMENT	620.24
100-130-350-6602	VEH/EQUIP REPAIRS & ...	13.46
100-130-350-7014	IT - MANAGED SERVICES	201.54
100-130-350-7036	INSTRUCTORS	1,761.00
100-130-350-7046	COMMUNICATION SERV...	143.20
100-130-350-7048	UTILITIES	732.78
100-130-360-7014	IT - MANAGED SERVICES	44.87
100-150-510-6000	AGRICULT/HORTICULT S...	161.50

Account Summary

Account Number	Account Name	Payment Amount
100-150-510-6056	PETROLEUM PRODUCTS	1,295.96
100-150-510-7014	IT - MANAGED SERVICES	223.01
100-150-510-7024	CONTRACTUAL SERVICES	6.72
100-150-510-7046	COMMUNICATION SERV...	179.99
100-150-510-7048	UTILITIES	872.07
100-160-610-7014	IT - MANAGED SERVICES	223.85
100-160-610-7046	COMMUNICATION SERV...	164.66
100-190-910-7024	CONTRACTUAL SVCS	260.90
100-190-910-7046	COMMUNICATION SERV...	1,011.19
100-190-910-7048	UTILITIES	1,983.35
200-000-000-2014	FEDERAL TAX PAYABLE	157.35
200-000-000-2016	SOCIAL SECURITY PAYAB...	315.10
200-000-000-2018	MEDICARE PAYABLE	73.70
200-000-000-2020	STATE TAX PAYABLE	97.73
200-000-000-2022	KPERS 1 PAYABLE	451.00
200-000-000-2036	AFLAC ACCIDENT PAYAB...	131.04
200-210-200-6056	PETROLEUM PRODUCTS	1,295.96
200-210-200-7014	IT - MANAGED SERVICES	222.99
200-210-200-7024	CONTRACTUAL SERVICES	6.72
200-210-200-7040	STREET LIGHTING	257.91
200-210-200-7046	COMMUNICATION SERV...	194.10
200-210-200-7048	UTILITIES	431.17
355-355-355-8024	SIDEWALK PROJECTS	5,500.00
520-000-000-2014	FEDERAL TAX PAYABLE	1,215.85
520-000-000-2016	SOCIAL SECURITY PAYAB...	1,977.22
520-000-000-2018	MEDICARE PAYABLE	462.44
520-000-000-2020	STATE TAX PAYABLE	782.33
520-000-000-2022	KPERS 1 PAYABLE	887.99
520-000-000-2024	KPERS 2 PAYABLE	326.25
520-000-000-2026	KPERS 3 PAYABLE	1,346.33
520-000-000-2056	DENTAL INS PAYABLE	226.16
520-210-520-2008	WAT PROTECTION FEE P...	1,873.47
520-210-520-6056	PETROLEUM PRODUCTS	1,295.96
520-210-520-7014	IT - MANAGED SERVICES	401.97
520-210-520-7024	CONTRACTUAL SERVICES	285.87
520-210-520-7025	CLEAN WATER FEE	1,756.38
520-210-520-7046	COMMUNICATION SERV...	315.66
520-210-520-7048	UTILITIES	753.86
530-000-000-2014	FEDERAL TAX PAYABLE	606.62
530-000-000-2016	SOCIAL SECURITY PAYAB...	1,029.80
530-000-000-2018	MEDICARE PAYABLE	240.80
530-000-000-2020	STATE TAX PAYABLE	362.97
530-000-000-2022	KPERS 1 PAYABLE	504.36
530-000-000-2026	KPERS 3 PAYABLE	966.14
530-000-000-2056	DENTAL INS PAYABLE	379.92
530-000-000-2062	FSA HEALTH PAYABLE	68.87
530-210-530-6056	PETROLEUM PRODUCTS	1,295.95
530-210-530-6806	LIFT STATION OPERATIO...	1,669.63
530-210-530-7014	IT - MANAGED SERVICES	401.97
530-210-530-7024	CONTRACTUAL SERVICES	220.85
530-210-530-7046	COMMUNICATION SERV...	311.09
530-210-530-7048	UTILITIES	484.98
Grand Total:		140,915.25

Project Account Summary

Project Account Key	Payment Amount
None	140,915.25

Project Account Summary

Project Account Key
None

Payment Amount

Grand Total:

140,915.25



City of Bel Aire, KS

Section VII, Item A.

Payroll Check Register Report Summary

Pay Period: 6/13/2026-6/26/2026

Packet: PYPKT00318 - PY 06.13.26-06.26.26:PD 7.2.26

Payroll Set: Payroll Set 01 - 01

Type	Count	Amount
Regular Checks	1	369.16
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	85	103,206.55
Total	86	103,575.71

Approved 07/15/2026

AP ORD 26-13 total Expenses: \$244,490.96

Special Assessment Project Costs: \$0

Barry Smith

City of Bel Aire, Kansas

STAFF REPORT

DATE: June 25, 2026

TO: Ted Henry, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: Skyview at Webb, Phase 1 Bids

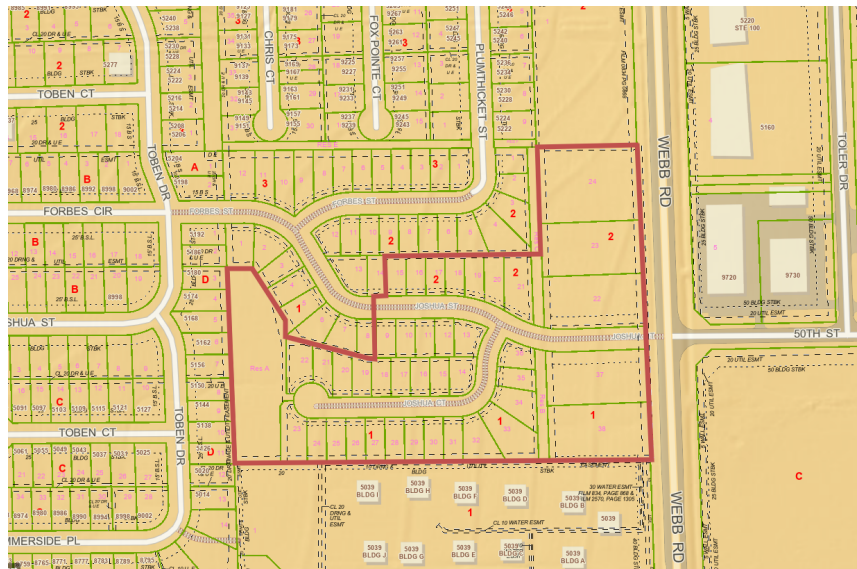


DISCUSSION:

The bid letting for Phase 1 of Skyview at Webb was held on Wednesday, June 24th at City Hall. Four contractors responded to the solicitation.

This project includes the water, sanitary sewer, storm sewer and paving for Phase 1 of the Skyview at Webb subdivision. All four portions of the project are tied under one Contractor. The paving for this project will be concrete. No asphalt option was bid. The results are presented below.

Bidder	Total Bid
Engineer's Estimate	\$1,906,379.00
Dondlinger Construction	\$1,369,191.00
McCullough Excavation	\$1,676,760.00
Mies Construction	\$1,163,439.80
Nowak Construction	\$1,359,223.58



FINANCIAL CONSIDERATIONS: The cost of the improvements for these projects will be financed through a bond and spread as special assessments against the benefiting lots.

RECOMENDATION: Staff recommends that the City Council accept the bid from Mies Construction in the amount of \$1,163,439.80.

EXTENDED BID TABULATION
SANITARY SEWER PHASE 1, WATER DISTRIBUTION SYSTEM PHASE 1, STORM WATER DRAINAGE PHASE 1, AND PAVING PHASE 1 IMPROVEMENTS
SKYVIEW AT WEBB ADDITION
CITY OF BEL AIRE, KANSAS
Bids Received: Wednesday, June 24, 2026, 2:00pm

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEERS ESTIMATE		DONDLINGER CONSTRUCTION		MCCULLOUGH EXCAVATION		MIES CONSTRUCTION		NOWAK CONSTRUCTION	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
SANITARY SEWER PHASE 1													
1	MH, Standard SS (4') (Dog House)	1	EA	6,000.00	\$ 6,000.00	\$ 8,800.00	\$ 8,800.00	\$ 5,500.00	\$ 5,500.00	\$ 6,025.00	\$ 6,025.00	\$ 10,500.00	\$ 10,500.00
2	MH, Standard SS (4')	14	EA	4,700.00	\$ 65,800.00	\$ 5,100.00	\$ 71,400.00	\$ 5,000.00	\$ 70,000.00	\$ 4,025.00	\$ 56,350.00	\$ 4,500.00	\$ 63,000.00
3	MH, Connect to Exist.	1	EA	5,000.00	\$ 5,000.00	\$ 1,900.00	\$ 1,900.00	\$ 4,500.00	\$ 4,500.00	\$ 375.00	\$ 375.00	\$ 1,800.00	\$ 1,800.00
4	Pipe, SS 8"	3208	LF	40.00	\$ 128,320.00	\$ 38.00	\$ 121,904.00	\$ 55.00	\$ 176,440.00	\$ 26.00	\$ 83,408.00	\$ 37.00	\$ 118,696.00
5	Pipe Stub, 8"	1	EA	1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 475.00	\$ 475.00	\$ 800.00	\$ 800.00
6	Riser Assembly 4", Vertical	54	EA	1,750.00	\$ 94,500.00	\$ 1,100.00	\$ 59,400.00	\$ 2,000.00	\$ 108,000.00	\$ 1,225.00	\$ 66,150.00	\$ 980.00	\$ 52,920.00
7	Riser Assembly 6", Vertical	5	EA	2,500.00	\$ 12,500.00	\$ 1,400.00	\$ 7,000.00	\$ 2,300.00	\$ 11,500.00	\$ 1,415.00	\$ 7,075.00	\$ 1,400.00	\$ 7,000.00
8	Fill, Flowable	46	LF	100.00	\$ 4,600.00	\$ 98.00	\$ 4,508.00	\$ 120.00	\$ 5,520.00	\$ 98.00	\$ 4,508.00	\$ 94.00	\$ 4,324.00
9	Site Clearing	1	LS	2,000.00	\$ 2,000.00	\$ 100.00	\$ 100.00	\$ 12,000.00	\$ 12,000.00	\$ 1,350.00	\$ 1,350.00	\$ 3,000.00	\$ 3,000.00
10	Site Restoration	1	LS	4,100.00	\$ 4,100.00	\$ 100.00	\$ 100.00	\$ 4,353.00	\$ 4,353.00	\$ 450.00	\$ 450.00	\$ 1,100.00	\$ 1,100.00
11	Seeding, Temporary	1	LS	1,500.00	\$ 1,500.00	\$ 1,105.00	\$ 1,105.00	\$ 150.00	\$ 150.00	\$ 100.00	\$ 100.00	\$ 200.00	\$ 200.00
12	BMP, Silt Fence	710	LF	1.50	\$ 1,065.00	\$ 1.90	\$ 1,349.00	\$ 1.70	\$ 1,207.00	\$ 1.60	\$ 1,136.00	\$ 1.70	\$ 1,207.00
13	BMP, Construction Entrance	1	LS	1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00
14	Contractor Provided Testing	1	LS	3,000.00	\$ 3,000.00	\$ 4,812.00	\$ 4,812.00	\$ 6,000.00	\$ 6,000.00	\$ 6,600.00	\$ 6,600.00	\$ 6,000.00	\$ 6,000.00
SUBTOTAL SANITARY PHASE 1					\$ 330,385.00		\$ 284,378.00		\$ 406,670.00		\$ 235,002.00		\$ 272,047.00
WATER DISTRIBUTION SYSTEM PHASE 1													
1	Pipe, WL 8"	2509	LF	60.00	\$ 150,540.00	\$ 45.00	\$ 112,905.00	\$ 65.00	\$ 163,085.00	\$ 37.00	\$ 92,833.00	\$ 39.00	\$ 97,851.00
2	Pipe, WL 8" (DICL)	28	LF	100.00	\$ 2,800.00	\$ 105.00	\$ 2,940.00	\$ 85.00	\$ 2,380.00	\$ 93.00	\$ 2,604.00	\$ 90.00	\$ 2,520.00
3	Pipe, WL 8" (Directional Drill)	85	LF	200.00	\$ 17,000.00	\$ 165.00	\$ 14,025.00	\$ 180.00	\$ 15,300.00	\$ 104.00	\$ 8,840.00	\$ 76.00	\$ 6,460.00
4	Fire Hydrant Assembly	3	EA	7,500.00	\$ 22,500.00	\$ 6,800.00	\$ 20,400.00	\$ 7,300.00	\$ 21,900.00	\$ 6,650.00	\$ 19,950.00	\$ 6,300.00	\$ 18,900.00
5	16x8 Tapping Sleeve and Valve	1	EA	20,000.00	\$ 20,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,600.00	\$ 7,600.00	\$ 7,215.00	\$ 7,215.00	\$ 5,900.00	\$ 5,900.00
6	Valve Assembly, Sample Station	1	EA	5,000.00	\$ 5,000.00	\$ 3,200.00	\$ 3,200.00	\$ 3,500.00	\$ 3,500.00	\$ 4,150.00	\$ 4,150.00	\$ 3,700.00	\$ 3,700.00
7	Valve Assembly, 8"	4	EA	3,500.00	\$ 14,000.00	\$ 2,400.00	\$ 9,600.00	\$ 3,800.00	\$ 15,200.00	\$ 2,195.00	\$ 8,780.00	\$ 2,600.00	\$ 10,400.00
8	Valve Assembly, Anchored 8"	2	EA	4,000.00	\$ 8,000.00	\$ 2,400.00	\$ 4,800.00	\$ 3,800.00	\$ 7,600.00	\$ 2,595.00	\$ 5,190.00	\$ 2,700.00	\$ 5,400.00
9	Valve Assembly, Anchored 8", Special	1	EA	5,000.00	\$ 5,000.00	\$ 2,250.00	\$ 2,250.00	\$ 3,800.00	\$ 3,800.00	\$ 2,550.00	\$ 2,550.00	\$ 2,800.00	\$ 2,800.00
10	Valve Assembly, Blowoff	1	EA	2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,665.00	\$ 1,665.00	\$ 1,800.00	\$ 1,800.00
11	Site Clearing	1	LS	5,000.00	\$ 5,000.00	\$ 100.00	\$ 100.00	\$ 25,000.00	\$ 25,000.00	\$ 3,910.00	\$ 3,910.00	\$ 3,000.00	\$ 3,000.00
12	Site Restoration	1	LS	4,000.00	\$ 4,000.00	\$ 100.00	\$ 100.00	\$ 3,525.00	\$ 3,525.00	\$ 450.00	\$ 450.00	\$ 1,100.00	\$ 1,100.00
13	Seeding, Temporary	1	LS	3,500.00	\$ 3,500.00	\$ 829.00	\$ 829.00	\$ 150.00	\$ 150.00	\$ 100.00	\$ 100.00	\$ 200.00	\$ 200.00
14	Maintain Exist. BMPs	1	LS	2,500.00	\$ 2,500.00	\$ 1.00	\$ 1.00	\$ 2,500.00	\$ 2,500.00	\$ 250.00	\$ 250.00	\$ 300.00	\$ 300.00
15	Contractor Provided Testing	1	LS	3,000.00	\$ 3,000.00	\$ 390.00	\$ 390.00	\$ 2,500.00	\$ 2,500.00	\$ 2,250.00	\$ 2,250.00	\$ 600.00	\$ 600.00
16	Pavement Remove and Replace	1	LS	25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,400.00	\$ 3,400.00	\$ 7,800.00	\$ 7,800.00
SUBTOTAL WATER DISTRIBUTION SYSTEM PHASE 1					\$ 290,340.00		\$ 195,540.00		\$ 282,040.00		\$ 164,137.00		\$ 168,731.00
STORM WATER DRAINAGE PHASE 1													
1	Excavation	28,190	CY	5.00	\$ 140,950.00	\$ 3.85	\$ 108,531.50	\$ 3.50	\$ 98,665.00	\$ 3.00	\$ 84,570.00	\$ 3.00	\$ 84,570.00
2	Fill, Compacted (95% Density)	25,625	CY	2.00	\$ 51,250.00	\$ 1.00	\$ 25,625.00	\$ 0.95	\$ 24,343.75	\$ 0.50	\$ 12,812.50	\$ 0.51	\$ 13,068.75
3	Ditch Grading	50	LF	50.00	\$ 2,500.00	\$ 25.00	\$ 1,250.00	\$ 12.50	\$ 625.00	\$ 10.00	\$ 500.00	\$ 12.00	\$ 600.00
4	Concrete Flume	887	LF	15.00	\$ 13,305.00	\$ 32.00	\$ 28,384.00	\$ 32.00	\$ 28,384.00	\$ 32.00	\$ 28,384.00	\$ 48.00	\$ 42,576.00
5	Inlet, Curb (Type 1) (L=5' W=3')	1	EA	7,000.00	\$ 7,000.00	\$ 6,100.00	\$ 6,100.00	\$ 6,500.00	\$ 6,500.00	\$ 3,800.00	\$ 3,800.00	\$ 5,700.00	\$ 5,700.00
6	Inlet, Curb (Type 1) (L=10' W=3')	2	EA	12,000.00	\$ 24,000.00	\$ 7,400.00	\$ 14,800.00	\$ 7,500.00	\$ 15,000.00	\$ 5,385.00	\$ 10,770.00	\$ 7,500.00	\$ 15,000.00
7	MH, Shallow SWS (4')	8	EA	4,500.00	\$ 36,000.00	\$ 3,700.00	\$ 29,600.00	\$ 5,500.00	\$ 44,000.00	\$ 2,885.00	\$ 23,080.00	\$ 3,100.00	\$ 24,800.00
8	MH, Connect to Exist.	2	EA	4,000.00	\$ 8,000.00	\$ 1,300.00	\$ 2,600.00	\$ 2,700.00	\$ 5,400.00	\$ 377.00	\$ 754.00	\$ 2,300.00	\$ 4,600.00

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEERS ESTIMATE		DONDLINGER CONSTRUCTION		MCCULLOUGH EXCAVATION		MIES CONSTRUCTION		NOWAK CONSTRUCTION	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
9	Inlet, Drop (Single)	2	EA	3,000.00	\$ 6,000.00	\$ 5,600.00	\$ 11,200.00	\$ 6,500.00	\$ 13,000.00	\$ 2,625.00	\$ 5,250.00	\$ 4,500.00	\$ 9,000.00
10	Inlet, Drop (Double)	1	EA	6,000.00	\$ 6,000.00	\$ 6,600.00	\$ 6,600.00	\$ 7,500.00	\$ 7,500.00	\$ 3,975.00	\$ 3,975.00	\$ 5,400.00	\$ 5,400.00
11	Sand, Flush & Vibrate	87	LF	25.00	\$ 2,175.00	\$ 18.00	\$ 1,566.00	\$ 1.00	\$ 87.00	\$ 5.00	\$ 435.00	\$ 37.00	\$ 3,219.00
12	Pipe, SWS 15"	864	LF	60.00	\$ 51,840.00	\$ 55.00	\$ 47,520.00	\$ 85.00	\$ 73,440.00	\$ 63.00	\$ 54,432.00	\$ 56.00	\$ 48,384.00
13	Pipe, SWS 18"	590	LF	75.00	\$ 44,250.00	\$ 71.00	\$ 41,890.00	\$ 95.00	\$ 56,050.00	\$ 85.00	\$ 50,150.00	\$ 70.00	\$ 41,300.00
14	Pipe, SWS 24"	198	LF	85.00	\$ 16,830.00	\$ 81.00	\$ 16,038.00	\$ 105.00	\$ 20,790.00	\$ 92.00	\$ 18,216.00	\$ 82.00	\$ 16,236.00
15	Rip-Rap, Light Stone	117	SY	100.00	\$ 11,700.00	\$ 68.00	\$ 7,956.00	\$ 85.00	\$ 9,945.00	\$ 110.00	\$ 12,870.00	\$ 99.00	\$ 11,583.00
16	Site Clearing	1	LS	85,000.00	\$ 85,000.00	\$ 49,000.00	\$ 49,000.00	\$ 36,457.50	\$ 36,457.50	\$ 9,305.00	\$ 9,305.00	\$ 10,700.00	\$ 10,700.00
17	Site Restoration	1	LS	65,000.00	\$ 65,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,100.00	\$ 2,100.00
18	BMP, Curb Inlet Protection	3	EA	225.00	\$ 675.00	\$ 55.00	\$ 165.00	\$ 137.00	\$ 411.00	\$ 45.00	\$ 135.00	\$ 67.00	\$ 201.00
19	BMP, Drop Inlet Protection	13	EA	200.00	\$ 2,600.00	\$ 120.00	\$ 1,560.00	\$ 137.00	\$ 1,781.00	\$ 45.00	\$ 585.00	\$ 46.00	\$ 598.00
20	BMP, Silt Fence	1904	LF	1.50	\$ 2,856.00	\$ 1.90	\$ 3,617.60	\$ 1.60	\$ 3,046.40	\$ 1.55	\$ 2,951.20	\$ 1.60	\$ 3,046.40
21	BMP, Ditch Check	12	EA	425.00	\$ 5,100.00	\$ 120.00	\$ 1,440.00	\$ 150.00	\$ 1,800.00	\$ 100.00	\$ 1,200.00	\$ 110.00	\$ 1,320.00
22	BMP, Erosion Mat (SC150)	2383	SY	8.00	\$ 19,064.00	\$ 1.90	\$ 4,527.70	\$ 1.45	\$ 3,455.35	\$ 1.70	\$ 4,051.10	\$ 1.75	\$ 4,170.25
23	Seeding (Native Mix)(12lb/ac)	7.6	AC	5,000.00	\$ 38,000.00	\$ 2,813.00	\$ 21,378.80	\$ 2,055.00	\$ 15,618.00	\$ 1,700.00	\$ 12,920.00	\$ 1,700.00	\$ 12,920.00
24	Seeding (Native Mix)	2.2	AC	7,500.00	\$ 16,500.00	\$ 5,302.00	\$ 11,664.40	\$ 4,955.00	\$ 10,901.00	\$ 2,700.00	\$ 5,940.00	\$ 2,700.00	\$ 5,940.00
25	Seeding, Temporary	1	LS	15,000.00	\$ 15,000.00	\$ 11,280.00	\$ 11,280.00	\$ 25,240.00	\$ 25,240.00	\$ 1,000.00	\$ 1,000.00	\$ 10,200.00	\$ 10,200.00
26	Contractor Provided Testing	1	LS	21,500.00	\$ 21,500.00	\$ 6,000.00	\$ 6,000.00	\$ 10,700.00	\$ 10,700.00	\$ 6,150.00	\$ 6,150.00	\$ 6,200.00	\$ 6,200.00
SUBTOTAL STORM WATER DRAINAGE PHASE 1					\$ 693,095.00		\$ 470,294.00		\$ 518,140.00		\$ 356,235.80		\$ 383,432.40
PAVING PHASE 1													
1	Conc. Pavement 6"	4715	SY	60.00	\$ 282,900.00	\$ 42.00	\$ 198,030.00	\$ 42.00	\$ 198,030.00	\$ 42.00	\$ 198,030.00	\$ 64.00	\$ 301,760.00
2	Crushed Rock Base 5", Reinforced	6196	SY	12.00	\$ 74,352.00	\$ 5.75	\$ 35,627.00	\$ 5.75	\$ 35,627.00	\$ 5.75	\$ 35,627.00	\$ 8.05	\$ 49,877.80
3	Concrete Pavement (VG) 7" (Reinf)	321	SY	75.00	\$ 24,075.00	\$ 60.00	\$ 19,260.00	\$ 60.00	\$ 19,260.00	\$ 60.00	\$ 19,260.00	\$ 81.00	\$ 26,001.00
4	Concrete C & G, (6-5/8" FL)	712	LF	18.00	\$ 12,816.00	\$ 12.00	\$ 8,544.00	\$ 12.00	\$ 8,544.00	\$ 12.00	\$ 8,544.00	\$ 15.00	\$ 10,680.00
5	Concrete C & G, (3-5/8" RL)	2245	LF	18.00	\$ 40,410.00	\$ 9.00	\$ 20,205.00	\$ 9.00	\$ 20,205.00	\$ 9.00	\$ 20,205.00	\$ 14.00	\$ 31,430.00
6	Concrete Curb, Mono Edge (6-5/8")	92	LF	8.00	\$ 736.00	\$ 2.00	\$ 184.00	\$ 2.00	\$ 184.00	\$ 2.00	\$ 184.00	\$ 7.65	\$ 703.80
7	Concrete Sidewalk, 6"	3766	SF	4.50	\$ 16,947.00	\$ 4.00	\$ 15,064.00	\$ 4.00	\$ 15,064.00	\$ 4.00	\$ 15,064.00	\$ 4.55	\$ 17,135.30
8	Wheelchair Ramp w/ Detectable Warnings	2	EA	1,500.00	\$ 3,000.00	\$ 650.00	\$ 1,300.00	\$ 650.00	\$ 1,300.00	\$ 650.00	\$ 1,300.00	\$ 1,200.00	\$ 2,400.00
9	Inlet Hookup	1	EA	750.00	\$ 750.00	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00	\$ 600.00	\$ 600.00
10	Inlet Underdrain	20	LF	20.00	\$ 400.00	\$ 1.00	\$ 20.00	\$ 1.00	\$ 20.00	\$ 1.00	\$ 20.00	\$ 30.00	\$ 600.00
11	Temp Gravel Turn Around	487	SY	15.00	\$ 7,305.00	\$ 5.00	\$ 2,435.00	\$ 5.00	\$ 2,435.00	\$ 9.50	\$ 4,626.50	\$ 10.00	\$ 4,870.00
12	2" Mill & Overlay	21	SY	100.00	\$ 2,100.00	\$ 100.00	\$ 2,100.00	\$ 100.00	\$ 2,100.00	\$ 100.00	\$ 2,100.00	\$ 72.00	\$ 1,512.00
13	Web Road Asphalt Patch	63	SY	100.00	\$ 6,300.00	\$ 75.00	\$ 4,725.00	\$ 75.00	\$ 4,725.00	\$ 75.00	\$ 4,725.00	\$ 140.00	\$ 8,820.00
14	Power Pole Relocation	1	LS	17,500.00	\$ 17,500.00	\$ 21,000.00	\$ 21,000.00	\$ 10,312.46	\$ 10,312.46	\$ 19,162.46	\$ 19,162.46	\$ 19,500.00	\$ 19,500.00
15	Signing	1	LS	5,000.00	\$ 5,000.00	\$ 1,825.00	\$ 1,825.00	\$ 3,500.00	\$ 3,500.00	\$ 1,700.00	\$ 1,700.00	\$ 1,800.00	\$ 1,800.00
16	Site Clearing	1	LS	60,000.00	\$ 60,000.00	\$ 80,000.00	\$ 80,000.00	\$ 97,341.94	\$ 97,341.94	\$ 66,205.00	\$ 66,205.00	\$ 43,300.00	\$ 43,300.00
17	Site Restoration	1	LS	25,000.00	\$ 25,000.00	\$ 100.00	\$ 100.00	\$ 39,420.00	\$ 39,420.00	\$ 4,000.00	\$ 4,000.00	\$ 6,100.00	\$ 6,100.00
18	BMP, Back of Curb Protection	3312	LF	1.50	\$ 4,968.00	\$ 1.25	\$ 4,140.00	\$ 1.05	\$ 3,477.60	\$ 0.92	\$ 3,047.04	\$ 0.94	\$ 3,113.28
19	BMP, Ditch Check	2	EA	500.00	\$ 1,000.00	\$ 120.00	\$ 240.00	\$ 218.00	\$ 436.00	\$ 90.00	\$ 180.00	\$ 100.00	\$ 200.00
20	BMP, Curb Inlet Protection	1	EA	500.00	\$ 500.00	\$ 55.00	\$ 55.00	\$ 418.00	\$ 418.00	\$ 85.00	\$ 85.00	\$ 100.00	\$ 100.00
21	Seeding, Temporary	1	LS	1,500.00	\$ 1,500.00	\$ 975.00	\$ 975.00	\$ 1,860.00	\$ 1,860.00	\$ 850.00	\$ 850.00	\$ 910.00	\$ 910.00
22	Contractor Provided Testing	1	LS	5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,600.00	\$ 3,600.00
SUBTOTAL PAVING PHASE 1					\$ 592,559.00		\$ 418,979.00		\$ 469,910.00		\$ 408,065.00		\$ 535,013.18
BID TOTAL					\$ 1,906,379.00		\$ 1,369,191.00		\$ 1,676,760.00		\$ 1,163,439.80		\$ 1,359,223.58
1	BID BOND						X		X		X		X
2	ADDENDUM ACKNOWLEDGEMENT (2)						X		X		X		X

NOTICE OF AWARD

Date of Issuance: _____

Owner: **City of Bel Aire, Kansas** Owner’s Project No.: _____

Engineer: MKEC Engineering, Inc. Engineer’s Project No.: 240677

Project/Contract: **Sanitary Sewer Phase 1, Water Distribution System Phase 1, Storm Water Drainage Phase 1, and Paving Phase 1 Improvements to serve Skyview at Webb Addition**

Bidder: Mies Construction, Inc.

Bidder’s Address: 1919 SW Boulevard, Wichita, KS 67213

You are notified that Owner has accepted your Bid dated **June 24, 2026** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Sanitary Sewer Phase 1, Water Distribution System Phase 1, Storm Water Drainage Phase 1, and Paving Phase 1 Improvements to serve Skyview at Webb Addition

The Contract Price of the awarded Contract is **\$1,163,439.80**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

[3] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **[1]** counterpart of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within (10) days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Bel Aire, Kansas**

By (signature): _____

Name (printed): Jim Benage

Title: Mayor

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **The City of Bel Aire, KS**, (“Owner”) and **Mies Construction, Inc.** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and any Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Sanitary Sewer Phase 1, Water Distribution System Phase 1, Storm Water Drainage Phase 1, and Paving Phase 1 Improvements to serve Skyview at Webb Addition**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Sanitary Sewer Phase 1, Water Distribution System Phase 1, Storm Water Drainage Phase 1, and Paving Phase 1 Improvements to serve Skyview at Webb Addition**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **MKEC Engineering, Inc.** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the.
- 3.02 The part of the Project that pertains to the Work has been designed by **MKEC Engineering, Inc.**

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially complete within **95 days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **105 days** after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner **\$1,600** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1,600** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, a total Contract Price of **\$1,163,439.80**, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **1st** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established

as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **90%** percent of the value of the Work completed (with the balance being retainage).
 - b. **90%** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - c. Owner retains the right to adjust the retainage as allowed by K.S.A 16-1904(b).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95%** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **100%** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits all subcontractor lien waivers and written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following, listed in order of highest to lowest precedence:
 1. This Agreement
 2. Performance Bond
 3. Payment Bond
 4. Statutory Bond (Kansas)
 5. City of Bel Aire Standard Specifications and Drawings
 6. General Conditions
 7. Supplementary Conditions
 8. Project Manual (Specifications)
 9. Drawings

10. Addenda
 11. Exhibits to this Agreement (enumerated as follows)
 - a. Bid Form
 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders
 - d. Field Orders.
- B. There are no Contract Documents other than those listed above in this Article 7.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the

means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all

modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

ADOPTED by the Governing Body of the City of Bel Aire, Kansas on this 21st day of July, 2026.

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

OWNER
CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk

APPROVED AS TO FORM:

Maria A. Schrock, City Attorney

SIGNED by the Contractor on the _____ day of _____, 2026.

CONTRACTOR
MIES CONSTRUCTION, INC.

(Authorized Signature: Name, Title)

City of Bel Aire, Kansas



STAFF REPORT

DATE: July 9, 2026
TO: Ted Henry, City Manager
FROM: Anne Stephens, PE, City Engineer
RE: Skyview at Webb Construction Observation Services

Current Situation:

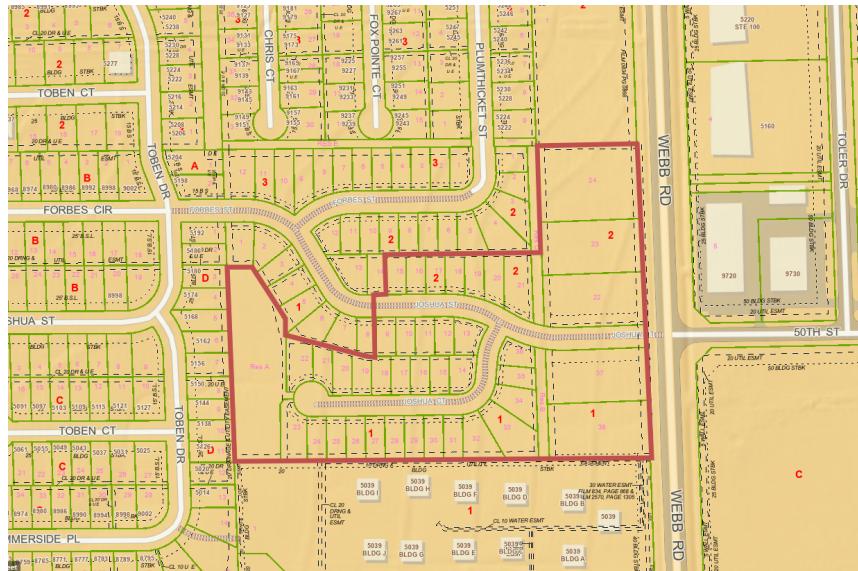
The construction of the Skyview at Webb Infrastructure is getting ready to begin. It is necessary to hire a firm to conduct Construction Inspection to ensure that the project is installed per design and in accordance with the City’s standard specifications and details.

Discussion:

City Staff reached out to three firms (Baughman, Garver and PEC) requesting a quote for construction inspection services. Only two firms (Baughman and PEC) responded to the request. Both firms have a successful history of previous work in the City and will ensure that the project is installed according to plan. If any questions arise, they will reach out to the City and the Design Engineer for clarification on how to proceed.

Baughman	\$150.00/hour, Not to Exceed \$68,250	
PEC	Construction Administration	\$26,000.00
	Inspection	\$138,400.00
	GIS	\$6,100.00
	Total	\$170,500.00
	Total without GIS	\$164,400.00

It should be noted that PEC’s fee includes time for converting the plans into GIS and on-site time verifying elevations of above ground appurtenances such as manholes, inlets, valve boxes and fire hydrants, collecting flow lines as necessary and updating the City’s GIS system. The service of updating the City’s GIS system will be required regardless of who performs the inspection. Baughman’s fee does include time for performing an as-built survey to verify elevations of above ground appurtenances as mentioned above, but not entering them into the City’s GIS system. The survey data will be forwarded to PEC for inclusion in the GIS system.



Financials:

The costs associated with the project will be financed through a bond and spread as special assessments against the benefiting lots.

Recommendation:

Staff recommends that the City Council accept Baughman's quote for Construction Services for Skyview at Webb, Phase 1 at an hourly rate of \$150.00/hour with a not to exceed total of \$68,250.00.

AGREEMENT FOR PROFESSIONAL CONSTRUCTION INSPECTION SERVICES
BY AND BETWEEN
CITY OF BEL AIRE, KANSAS
AND
BAUGHMAN COMPANY, P.A.

(Skyview at Webb, Phase 1 Water, Sanitary Sewer, Stormwater Sewer, and Street Project)

This Agreement, made and entered into this 21st day of July 2026, by and between the City of Bel Aire, Kansas, a Municipal Corporation, (hereinafter called “City”) and Baughman Company, P.A., whose principal office is at 315 South Ellis, Wichita, Kansas, 67211, Telephone Number (316) 252-7271, (hereinafter called “Consultant”).

WHEREAS, the City is authorized by law to employ consulting architects and engineers to perform all necessary studies and associated services required to provide estimated budget of costs of work for the Skyview at Webb, Phase 1 Water, Sanitary Sewer, Stormwater Sewer, and Street Project (hereinafter called “Project”).

NOW, THEREFORE, the parties hereto agree as follows:

1. PURPOSE
- A. The City will employ the Consultant to perform all necessary professional services described in Exhibits A1 and A2 in connection with construction inspection services for the Project. The Consultant shall perform construction inspection services to the City’s full satisfaction and in accordance with the Consultant’s Scope of Services and all other documents hereto and incorporated by reference herein as follows:

EXHIBIT A1: Consultant’s Cover Letter

EXHIBIT A2: Consultant’s Scope of Services

EXHIBIT B: City’s Mandatory Contractual Provisions Attachment

EXHIBIT C: City’s Mandatory Independent Contractor Addendum
2. THE CONSULTANT AGREES

A. To provide the various technical and professional services, materials, equipment and transportation to perform the tasks as outlined in Exhibits A1 and A2.

B. To make available during regular office hours, all calculations, sketches, documents and drawings such as the City may wish to examine periodically during performance of this Agreement.

C. To the extent allowed by law, to indemnify, keep and save harmless the City, its officials and employees against damages and judgments that may result from the Consultant’s or its agents’, officers’ or employees’ intentional or negligent acts, errors or omissions in connection with work performed under this Agreement arising from injury to persons, damage to property or other liability loss. The

Consultant shall require all sub-consultants to indemnify, keep and save harmless the City in the same manner as is required of the Consultant in the Agreement.

- D. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by Consultant and, where relevant to method of payment, to make such material available at its office at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the City of its representatives.
- E. To comply with the requirements of all Exhibits attached hereto and adopted by reference as though fully set forth herein.
- F. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used, and services rendered in connection with such work and as outlined in Exhibits A1 and A2.
- G. To complete the services to be performed by Consultant within the time allotted in the attached schedule for the Project jointly developed by City and Consultant; except that the Consultant shall not be responsible or held liable for delays occasioned by the actions or inactions of the City, or for other unavoidable delays beyond the control of the Consultant, including the delays of the General Contractor during the Construction Phase.
- H. The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. City shall not be responsible for discovering deficiencies in the technical accuracy of Consultant’s services. Consultant shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in City furnished information.
- I. Consultant shall procure and maintain such insurance as will protect the Consultant from damages resulting from the negligent acts of the Consultant, its officers and employees in the performance of the professional services rendered under this Agreement. Such policy of insurance shall be in an amount not less than \$1,000,000 per occurrence. In addition, Consultant will procure and maintain a Workers’ Compensation and Employer’s Liability Policy that covers claims for injury, disease or death of employees arising out of and in the course of their employment which, for any reason, may not fall within the provisions of the Workers’ Compensation Law. The liability limit shall be not less than:

Workers’ Compensation:	Statutory
Employer’s Liability:	\$1,000,000 each occurrence

Further, a Commercial General Liability policy shall be procured and maintained by the Consultant that shall be written in a comprehensive form and shall protect Consultant against all claims arising from injuries to persons (other than Consultant's employees), damage to property of the City or third parties or other liability loss arising out of any negligent act or omission of Consultant, its agents, officers, employees or subcontractors in the performance of the services under this Agreement. The liability limit shall not be less than \$1,000,000 per occurrence for bodily injury, death, property damage and other liability loss. Consultant shall file satisfactory certificates of insurance with the City before the time Consultant starts any work under this Agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the City shall be given thirty (30) days' written notice by the insurance company before such policy is canceled.

- J. Consultant further agrees that this Agreement and any subcontracts for work required by this Agreement shall not be subject to arbitration and any clause relating to arbitration contained shall be null and void.
- K. Consultant's services during the construction phase are limited to observation and documentation of the Work for general conformance with the Contract Documents. Consultant shall not have control over, or charge of, and shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Work. Consultant shall not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents, nor for the acts or omissions of the Contractor, subcontractors, or any other parties performing work on the Project. Consultant's observation services shall not constitute continuous or exhaustive on-site inspection. Consultant shall not be responsible for detecting every error, omission, or nonconforming condition. Nothing in this Agreement shall be construed to make Consultant responsible for jobsite safety or to impose upon Consultant any duty to stop the Work for safety reasons.
- L. Consultant shall prepare periodic construction observation reports, frequency to be established in Exhibits A1 and A2, summarizing observed construction activities, general conformance with the Contract Documents, quantities (as applicable), and status of contract time.
- M. Consultant shall attend key meetings as outlined in Exhibits A1 and A2, which may include the preconstruction conference, periodic progress meetings, and substantial and final inspections, as requested by the City's Project Manager.

3. THE CITY AGREES

- A. To furnish all available data pertaining to the Project now in the City's files at no cost to the Consultant. Confidential material so furnished will be kept confidential by the Consultant.
- B. To provide standards as required for the Project.

- C. To pay the Consultant for its services in accordance with the requirements of this Agreement.
- D. To provide reasonable right of entry for Consultant's personnel in performing field surveys and observations and, if applicable, construction materials testing services.
- E. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The City agrees to advise the Consultant, in writing, of the person designated as the City's Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The City shall also advise the Consultant of any changes in the person designated as Project Manager.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Consultant in a timely fashion.
- G. To the extent allowed by law, to indemnify, keep and save harmless Consultant against all damages and judgments for injuries to persons, damage to property or other liability loss arising from or caused by intentional or negligent errors, omissions, or negligent acts of City, its agents, servants, or employees occurring in the performance of its obligations under this Agreement.

4. PAYMENT PROVISIONS

The City agrees to pay the Consultant for services rendered under this Agreement and as specifically detained in Exhibits A1 and A2, a total fee established as follows:

- A. Payments to the Consultant for the performance of Construction Inspection services required by this Agreement shall be as defined in Exhibits A1 and A2. Total compensation, including all reimbursable expenses, shall not exceed **(\$68,250.00)** and is to be paid on scope of work as outlined in Exhibits A1 and A2.
- B. Payments are payable to the Consultant for undisputed work within thirty (30) days from the date of receipt of invoice. If any invoice for undisputed amounts is outstanding for more than thirty (30) days from the date due, the Consultant shall have the right, in addition to any and all other rights provided, to refuse to render further services to the City and such act or acts shall not be deemed a breach of this Agreement. Continued performance and/or completion of work by the Consultant under this Agreement are contingent upon payment of fees by the City. This provision shall be interpreted in conformity with the Kansas Fairness in Public Construction Contract Act.
- C. When requested by the City, the Consultant will enter into a Supplemental Agreement for additional services related to the Project such as, but not limited to:
 - a. Consultant serving as a witness for the City in any litigation, administrative hearing, and other legal proceedings related to the Project.
 - b. Additional services required due to contractor delays, inefficiencies, or rework.

- c. Attendance at meetings beyond those identified in Exhibits A1 and A2.
 - d. Additional design, geotechnical, survey, observation, and/or materials testing services not covered by the scope of this Agreement that City requires to be added to the Project due to significant modifications to scope or design by City. Consultant and City will mutually agree upon the change in scope and an equitable adjustment in design services fee, identified within the executed Supplemental Agreement.
- D. If additional work should be necessary, the Consultant will be given written notice by the City, along with a request for an estimate of the increase necessary in the not-to-exceed fee, for performance of such additions. No additional work shall be performed, nor shall additional compensation be paid, except as authorized in a Supplemental Agreement between the parties and approved by the City's governing body. Upon receipt of such approval and subsequent completion of additional work, payment will be made as stated in Paragraph IV. C. above.
- E. If services are rendered by the Consultant for the Project but the City elects to terminate the Project or portions thereof at any time, the Consultant shall be compensated at an amount in proportion to the services rendered as stated in Paragraph A above, and as scheduled in Exhibits A1 and A2.

5. TERMINATION OF AGREEMENT

- A. The City may terminate this Agreement at any time for any cause by a notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall, unless the notice directs otherwise, immediately discontinue all services and work and the placing of all orders or the entering into contracts for supplies, assistance, equipment and materials in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- B. If the Agreement is terminated due to the fault or request of Consultant, no further payments on account of the fee will be thereafter made, except for services previously and satisfactorily performed under this Agreement, which are of value to the City. If the Agreement is terminated due to no fault of the Consultant, the Consultant will be paid promptly that proportion of the prescribed fee which the work actually performed under this Agreement bears to the total work called for under this Agreement, less such payments as have been previously made, and less any amount due the City by reason either of any prior default of the Consultant, or otherwise.
- C. Copies of all estimates, reports, data and all completed or partially completed surveys, studies, field notes, designs, reproducibles, plans and specifications prepared under this Agreement shall become the property of the City when and if the Agreement is completed or terminated, provided Consultant has unrestricted rights to their use.

- D. Dissolution of the firm of Consultant, for any reason whatsoever, shall give the City the option of terminating this Agreement in accordance with the terms of Paragraph B above, provided said dissolution materially affects the Agreement as determined by City, and such termination shall be deemed to be due to the fault of the Consultant.

6. THE PARTIES MUTUALLY AGREE

- A. That the field notes and other pertinent drawings and documents pertaining to the Project shall become the property of the City upon completion or termination of the Consultant's services and payment in full of undisputed charges due the Consultant, in accordance with this Agreement. The Consultant shall not be responsible for any re-use or modification of the plans and specifications once they become property of City. The City agrees to hold the Consultant harmless from all claims, liability or cost, including reasonable attorney fees and defense costs which arise out of such further use without the participation of the Consultant.
- B. In the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the City; provided, however, that the Consultant shall request extensions, in writing, giving the reasons therefore. Such time extensions shall not justify an increase in the Project cost.
- C. It is further agreed that this Agreement and any modifications to it shall be binding upon the parties hereto and their successors and assigns.
- D. Neither the City's review, approval or acceptance of, nor payment for any of the work or services required to be performed by the Consultant under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement and the Consultant shall be and remain liable to the City for all costs of any kind which are incurred by the City as a result of the Consultant's breach of any condition contained in the Agreement.
- E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law and the City may assert its right of recovery by any appropriate means, including, but not limited to, set offs; suit; withholding; recoupment; or counterclaim, either during or after performance of this Agreement.
- F. If a firm or firms are separately engaged by the City to work under the general direction of the Consultant, the Consultant shall have no responsibility for technical sufficiency of the services of such separately engaged firms.

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APPROVED by the Governing Body of the City of Bel Aire, Kansas, on the 21st day of July, 2026.

SIGNED by the Mayor on the _____ day of July, 2026.

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

APPROVED AS TO FORM ONLY:

Melissa Krehbiel, City Clerk

Maria A. Schrock, City Attorney

(Exhibits A1, A2, B, and C are attached.)

[Remainder of this Page Intentionally Left Blank]

SIGNED by the Consultant on the _____ day of July, 2026.

BAUGHMAN COMPANY, P.A.

(Authorized Signature: Name, Title)

Paul McDonald, PE, Director of Construction Services

(Exhibits A1, A2, B, and C are attached.)

[Remainder of this Page Intentionally Left Blank]

EXHIBIT A1

CONSULTANT'S COVER LETTER



July 6, 2026

Anne Stephens
City of Bel Aire
7651 E Central Park Ave
Bel Aire, KS 67226
Astephens@belaireks.gov

RE: Construction Services for Skyview at Webb - Ph 1, Bel Aire, KS

Dear Anne,

Attached is our estimate to provide construction services for the above referenced project. Please review the estimate and if you agree to the terms, sign and date it then return to our office.

Please contact me if you have any questions.

Sincerely,
Baughman Company, P.A.

Paul McDonald, PE
Director of Construction Services
(o) 316-252-7271 (c) 316-941-6879
pmcdonald@baughmanco.com

EXHIBIT A2

CONSULTANT’S SCOPE OF SERVICES



CONSTRUCTION SERVICES ESTIMATE

Construction Services

- Part-time inspection for water, sanitary, sewer, stormsewer, and grading
- Full-time inspection for subgrade and paving operations
- Review of all shop drawings
- Tracking quantities, reviewing and approving pay applications
- Performing SWPPP inspections jointly with the Contractor
- Ensuring required testing is completed
- Perform as-built survey for elevation critical items such as tops and flowlines of manholes, inlets, water valves, flared end sections, etc
- Provide the City with weekly updates on work performed.
- Perform as-built survey for elevation critical items such as tops and flowlines of manholes, inlets,
- Contact both the City and Design Engineer with any questions regarding issues in the field or questions regarding interpretation of the plans

Hourly	\$	<u>150</u>
NTE	\$	<u>68250</u>

Please provide the AutoCAD drawings and signed and sealed construction plans.

EXHIBIT B

CITY OF BELAIRE MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions.** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due to Lack of Funding Appropriation.** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. **Disclaimer of Liability.** As a Kansas municipality, City shall not be obligated to protect, defend, hold harmless, or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*). City specifically reserves and does not intend to waive any defenses, limitations of liability or damages, and/or immunities available to it under the Kansas Tort Claims Act or other state or federal law. It is understood that the duty to indemnify or hold harmless includes the duty to defend. This indemnification and hold harmless clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages. In no event shall either party be obligated to indemnify the other on account of the negligence or willful misconduct of the party seeking indemnity or any agent or employee thereof.
5. **Acceptance of Agreement.** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration. Damages. Jury Trial and Warranties.** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract.** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal. State and Local Taxes.** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for

direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide the Contractor a certificate of tax exemption. City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance.** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.
12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted to ensure that the City shall always stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, *et seq.*, as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
 - a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.
 - b. In all solicitations or advertisement for employees, the Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.
 - d. Contractor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or Contractor.
 - e. Exempted from these requirements are:

1. Any Contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).
 2. Any Contractor who employs fewer than four (4) employees during the term of this Contract.
 3. Contractor who holds contracts with the City with a cumulative total of five thousand dollars (\$5,000.00) or less during the City's Fiscal Year.
- f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the Contractor shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973; the Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated thereunder. Any finding adverse to the Contractor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.
14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City, must determine whether the Contractor has been excluded from the system and any federal funding received, or to be received, by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
 15. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
 16. **No Assignment.** The services to be provided by the Contractor under this Contract are personal and cannot be assigned, delegated, sublet, or transferred without the specific written consent of the City.
 17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.
 18. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.
 19. **Bankruptcy.** Contractor shall be considered to be in default of this Contract in the event Contractor: (i) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage

of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by Contractor for the purpose of effecting any of the foregoing.

20. **Ownership of Data.** All data, forms, procedures, software, manuals, system descriptions, and workflows developed or accumulated by Contractor in relation to this Agreement shall be owned by City and shall be handed over and/or returned to City upon the expiration or termination of this Agreement. Contractor shall not release any such materials without written approval of the City.
21. **Tariffs.** If Contractor chooses to use foreign products or goods during the execution of this agreement, Contractor shall not directly invoice tariff costs to the City. The City will consider a reasonable price adjustment only after conclusion of the initial contract term but reserves the right to not pick up option years of the contract if, in its sole discretion, the City determines the price increase no longer provides the best value to the City.
22. **Contractor Use of Artificial Intelligence.**
- a. Meeting Recording, Transcription, and Confidential Information. The City does not consent to, and expressly rejects, the use by Contractor of Artificial Intelligence ("A.I.") note takers in, and recordings of, meetings with City officials and staff unless specifically approved by the City (project manager or higher) prior to the initiation of the meeting. This includes use by Contractor for training its A.I. programs, services, and platforms. Any transcripts, recordings, summaries, or AI-generated outputs approved by the City and created in connection with City meetings or City data shall be treated as City Confidential Information. Contractor shall not retain such materials longer than required to perform services necessary and incidental to the contract, and upon the City's request, Contractor shall promptly return or securely delete such materials and certify deletion in writing. Only the City Manager or City Attorney may approve a request for an exemption from these requirements.

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EXHIBIT C**CITY OF BEL AIRE MANDATORY INDEPENDENT CONTRACTOR ADDENDUM**

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

City of Bel Aire

STAFF REPORT**DATE: 07/16/2026****TO: Bel Aire City Council Meeting****FROM: Paula Downs****RE: Chapter 17- Bldg. Code Updates****STAFF COMMUNICATION**

FOR MEETING OF	7/21/2026
CITY COUNCIL	
INFORMATION ONLY	

SUMMARY:**Chapter 17- Building Codes- Updates to Chapter Articles**

Notification: The city placed notification on the City of Bel Aire website as required by the city code on May 13, 2026. The affidavit of publication is in the packet.

Background:

Chapter 17 Building Code Updates were originally brought to the June 2, 2026, City Council meeting. The item was tabled.

Currently, Chapter 17 of the City code addresses building code regulations adopted with the following code cycles:

- Article 3- International Residential Code- **2012 Edition**
- Article 4- International Building Code (as the Commercial Building Code)- **2006 Edition**
- Article 5- NFPA 70, National Electrical Code- **2014 Edition**
- Article 6- Uniform Plumbing Code (as the Plumbing and Gas Fitting Code)- **2012 Edition**
- Article 7- International Mechanical Code- **2012 Edition**
- Article 11- Wichita-Sedgwick County Unified Building and Trade Code- **Effective Date January 1, 2013**

Bel Aire has historically followed the Metropolitan Area Building and Construction Department's (MABCD) planning and amendment cycles. Bel Aire has not continuously adopted the most current cycles and has fallen behind.

On December 18, 2024, the city entered into a contract with Metropolitan Area Building and Construction Department (MABCD) to provide for commercial building plan review, permitting, inspection and back-up residential inspections. The agreement was a result of the city no longer having a commercial building inspector on staff. The City agreed to adopt and incorporate by reference the provisions of the Wichita-Sedgwick County Unified Building and Trade Code with amendments. This requires the City to update Articles of Chapter 17 of our code.

In addition, SB 418, an act related to new housing development suggests that municipalities use the 2018 edition of the International Resident Code.

Staff is recommending approval of the following codes:

1. Article 3- Adoption of the International Residential Code for One and Two Family Dwellings, **2018 Edition**
2. Article 4- Adoption of the International Building Code, **2024 Edition**, as the Commercial Building Code
3. Article 5- Adoption of the National Electric Code, **2023 Edition**, including Informative Annex C (Conduit and Tubing Fill Tables, as published by the National Fire Protection Association as N.F.P>A. No. 70.
4. Article 6- Adoption of the Uniform Plumbing Code **2021 Edition**, with amendments as the Plumbing, Drain Layers and Gas Fitting Code
5. Article 7-
 - a. Adoption of the International Mechanical Code, **2024 Edition**
 - b. Adoption of the International Fuel Gas Code, **2021 Edition**
6. Article 11- Wichita-Sedgwick County Unified Building and Trade Code, including its modifications to national and international building codes- **Effective Date January 1, 2019**

Chapter 17 Articles are being updated for the purpose of establishing standards for the safety, health, and public welfare, as set forth in the Wichita/Sedgwick County Unified Building and Trade Code, with amendments also adopted and incorporated by reference.

All Articles will be phased in from the date of their adoption January 1, 2027, to allow for conclusion of projects being completed in conformance with the previously adopted standardized code.

Recommendations of Professional Planning Staff

Staff recommends **APPROVAL** of the Chapter 17- Building Code updated Articles pending the outcome of City Council review and public hearing.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 17, ARTICLES 3, 4, 5, 6, 7, AND 11, OF THE CODE OF THE CITY OF BEL AIRE, KANSAS, ADOPTING BY REFERENCE THE INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION, THE INTERNATIONAL BUILDING CODE, 2024 EDITION; THE NATIONAL ELECTRICAL CODE, 2023 EDITION; THE UNIFORM PLUMBING CODE, 2021 EDITION; INTERNATIONAL MECHANICAL CODE, 2024 EDITION; INTERNATIONAL FUEL GAS CODE, 2121 EDITION; AND WICHITA-SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE; AND REPEALING PRIOR ADOPTED BUILDING AND TRADE CODE EDITIONS AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.

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

SECTION 1. Chapter 17, Article 3 of the Code of the City of Bel Aire, Kansas entitled “Residential Construction Code” is hereby amended by replacing the existing sections of that Article with the new sections as follows:

Article 3. Residential Building Code

17.3.1. Adoption of the International Residential Code, 2018 Edition, as the One and Two Family Dwelling Code, with certain additions and deletions.

The International Residential Code for One and Two Family Dwellings, 2018 Edition is hereby adopted and incorporated by reference by the City of Bel Aire, Kansas for the purpose of establishing standard for the safety, health and public welfare, subject to such amendments as set forth in the Wichita/Sedgwick County Unified Building and Trade Code, with such amendments also adopted and incorporated by reference. Any reference to the International Residential Code and all amendments shall be understood to reference the Residential Building Code of the City of Bel Aire, Kansas, as described herein.

17.3.2. Availability of copies.

One copy of said standard Code, along with the amendments set forth in the Wichita/Sedgwick County Unified Building and Trade Code which is adopted through Article 11 of this Chapter, have been and are now filed in the office of the City Clerk, with an additional copy available in the office of the City Attorney, and the adoption by reference of said Code as amended is authorized by and in compliance with K.S.A. 12-3009, et seq.

17.3.3. Effective date.

The above adopted Code shall be phased in from the date of its adoption until January 1, 2027, to allow for conclusion of projects being completed in conformance with the previously adopted standardized Code. New projects may be licensed and permitted using either the above-described Code or the formally applicable Code, whichever is most appropriate to the project and the stage of the development of the project in the discretion of the Community Development Director or designee. On and after January 1, 2027, no project shall be approved except in conformance with the above-described Code.

Nothing set forth herein shall make the International Residential Code for One and Two Family Dwellings applicable to the Commercial Construction Code of this City.

SECTION 2. Chapter 17, Article 4 of the Code of the City of Bel Aire, Kansas entitled “Commercial Construction Code” is hereby amended by replacing the existing sections of that Article with the new sections as follows:

Article 4. Commercial Building Code

17.4.1. Adoption of the International Building Code, 2024 Edition, as the Commercial Building Code of the City of Bel Aire, with certain additions and deletions.

The International Building Code, 2024 Edition as published by the International Code Council is hereby adopted and incorporated by reference by the City of Bel Aire, Kansas for the purpose of establishing standards for the safety, health, and public welfare, subject to such amendments thereto as set forth in the Wichita/Sedgwick County Unified Building and Trade Code, with such amendments also adopted and incorporated by reference. Any reference to the International Building Code and all amendments shall be understood to reference the Commercial Building Code of the City of Bel Aire, Kansas as described herein.

17.4.2. Availability of copies.

One copy of said standard Code, along with the amendments set forth in the Wichita/Sedgwick County Unified Building and Trade Code which is adopted through Article 11 of this Chapter, have been and are now filed in the office of the City Clerk, with an additional copy available in the office of the City Attorney, and the adoption by reference of said Code as amended is authorized by and in compliance with K.S.A. 12-3009, et seq.

17.4.3. Effective date.

The above adopted Code shall be phased in from the date of its adoption until January 1, 2027, to allow for conclusion of projects being completed in conformance with the previously adopted standardized Code. New projects may be licensed and permitted using either the above-described Code or the formally applicable Code, whichever is most appropriate to the project and the stage

of the development of the project in the discretion of the Community Development Director or designee. On and after January 1, 2027, no project shall be approved except in conformance with the above-described Code.

SECTION 3. Chapter 17, Article 5 of the Code of the City of Bel Aire, Kansas entitled “Electrical Code” is hereby amended by replacing the existing sections of that Article with the new sections as follows:

Article 5. Electrical Code

17.5.1. Adoption of the National Electrical Code, 2023 Edition, as the Electrical Code, with certain additions and deletions

The National Electrical Code, 2023 Edition, including Informative Annex C (Conduit and Tubing Fill Tables), as published by the National Fire Protection Association as N.F.P.A. No. 70-2023, adopted by the National Fire Protection Association at its 2022 June Technical Session and approved as an American National Standard on September 1, 2022, is hereby adopted and incorporated by reference by the City of Bel Aire, Kansas for the purpose of establishing standards for the safety, health and public welfare, subject to such amendments thereto as are set forth in the Wichita/Sedgwick County Unified Building and Trade Code, with such amendments also adopted and incorporated by reference. Any reference to the National Electrical Code and all amendments shall be understood to reference the Electrical Code of the City of Bel Aire, Kansas as described herein. Any administrative enforcement matters associated with residential properties not otherwise addressed as set forth above shall be pursued in accordance with the administrative provisions set forth within Residential Building Code of the City of Bel Aire, Kansas described in Article 3 of this Chapter.

17.5.2. Availability of copies.

One copy of said standard Code, along with the amendments set forth in Wichita/Sedgwick County Unified Building and Trade Code which is adopted through Article 11 of this Chapter, have been and are now filed in the office of the City Clerk, with an additional copy available in the office of the City Attorney, and the adoption by reference of said Code is authorized by and in compliance with K.S.A. 12-3009, et seq.

17.5.3. Effective date.

The above adopted Code shall be phased in from the date of its adoption until January 1, 2027 to allow for conclusion of projects being completed in conformance with the previously adopted standardized Code. New projects may be licensed and permitted using either the above-described Code or the formally applicable Code, whichever is most appropriate to the project and the stage of the development of the project in the discretion of the Community Development Director or

designee. On and after January 1, 2027 no project shall be approved except in conformance with the above-described Code.

SECTION 4. Chapter 17, Article 6 of the Code of the City of Bel Aire, Kansas entitled “Plumbing, Drain Layers, and Gas Fitting Code” is hereby amended by replacing the existing sections of that Article with the new sections as follows:

Article 6. Plumbing, Drain Layers, and Gas Fitting Code

17.6.1. Adoption of the Uniform Plumbing Code, 2021 Edition, as the Plumbing, Drain Layers and Gas Fitting Code, with certain additions and deletions.

The Uniform Plumbing Code, as published by the International Association of Plumbing and Mechanical Officials (IAPMO), 2021 Edition, including the Appendixes and Installation Standards thereto, is hereby adopted and incorporated by reference by the City of Bel Aire, Kansas for the purpose of establishing standards for the safety, health and public welfare, subject to such amendments thereto as set forth in the Wichita/Sedgwick County Unified Building and Trade Code, with such amendments also adopted and incorporated by reference. Any reference to the Uniform Plumbing Code shall be understood to reference the Plumbing, Drain Layers and Gas Fitting Code of the City of Bel Aire, Kansas as described herein.

17.6.2. Availability of copies.

One copy of said standard Code, along with the amendments set forth in the Wichita/Sedgwick County Unified Building and Trade Code which is adopted through Article 11 of this Chapter, have been and are now filed in the office of the City Clerk, with an additional copy available in the office of the City Attorney, and the adoption by reference of said Code as amended is authorized by and in compliance with K.S.A. 12-3009, et seq.

17.6.3. Effective date.

The above adopted Code shall be phased in from the date of its adoption until January 1, 2027 to allow for conclusion of projects being completed in conformance with the previously adopted standardized Code. New projects may be licensed and permitted using either the above-described Code or the formally applicable Code, whichever is most appropriate to the project and the stage of the development of the project in the discretion of the Community Development Director or designee. On and after January 1, 2027, no project shall be approved except in conformance with the above described Code.

SECTION 5. Chapter 17, Article 7 of the Code of the City of Bel Aire, Kansas entitled “Mechanical Code and Fuel and Gas Code” is hereby amended by replacing the existing sections of that Article with the new sections as follows:

Article 7. Mechanical Code and Fuel and Gas Code

17.7.1. Adoption of the International Mechanical Code, 2024 Edition as the Mechanical Code of the City of Bel Aire, Kansas.

The International Mechanical Code, as published by the International Code Council, Inc., 2024 Edition is hereby adopted and incorporated by reference by the City of Bel Aire, Kansas for the purpose of establishing standards for the safety, health, and public welfare, subject to such amendments thereto as are set forth in the Wichita/Sedgwick County Unified Building and Trade Code, with such amendments also adopted and incorporated by reference. Any reference to the International Mechanical Code and all amendments shall be understood to reference the Mechanical Code of the City of Bel Aire, Kansas as described herein.

17.7.2. Adoption of the International Fuel Gas Code, 2021 Edition as the Fuel Gas Code of the City of Bel Aire, Kansas.

The International Fuel Gas Code, as published by the International Code Council, Inc. 2012 Edition, is hereby adopted and incorporated by reference by the City of Bel Aire, Kansas for the purpose of establishing standards for the safety, health, and public welfare, subject to such amendments thereto as are set forth within the Wichita/Sedgwick County Unified Building and Trade Code, with such amendments also adopted and incorporated by reference. Any reference to the International Fuel Gas Code and all amendments shall be understood to reference the Fuel Gas Code of the City of Bel Aire, Kansas. Detached one- and two- family dwellings not more than three stories high with separate means of egress and their accessory structures shall comply with the Residential Building Code described at Article 3 of this Chapter.

17.7.3. Availability of copies.

One copy of the 2024 International Mechanical Code, and one copy of the 2021 International Fuel Gas Code, along with the amendments set forth in the Unified Building and Trade Code, which is adopted through Article 11 of this Chapter, have been and are now filed in the office of the City Clerk, with an additional copy available in the office of the City Attorney, and the adoption by reference of said Codes is authorized by and in compliance with by K.S.A. 12-3009, et seq.

17.7.4. Effective date.

The above adopted Codes shall be phased in from the date of their adoption until January 1, 2027 to allow for conclusion of projects being completed in conformance with the previously adopted standardized Codes. New projects may be licensed and permitted using either the above-described Codes or the formally applicable Codes, whichever are most appropriate to the project and the stage of the development of the project in the discretion of the Community Development Director or Designee. On and after January 1, 2027, no project shall be approved except in conformance with the above-described Codes.

SECTION 6. Chapter 17, Article 11 of the Code of the City of Bel Aire, Kansas entitled “Wichita-Sedgwick County Unified Building and Trade Code” is hereby amended by replacing the existing sections of that Article with the new sections as follows:

Article 11. Wichita-Sedgwick County Unified Building and Trade Code

17.11.1. Adoption of the Wichita-Sedgwick County Unified Building and Trade Code including its modifications to national and international building codes.

The Wichita-Sedgwick County Unified Building and Trade Code adopted by resolution of the Board of County Commissioners of Sedgwick County, Kansas effective on January 1, 2019, is hereby adopted and incorporated by reference by the City of Bel Aire, Kansas for the purpose of establishing standards for the safety, health and public welfare of its citizens. All modifications made therein to the Plumbing, Drain Layers and Gas Fitting Code, the International Residential Code, the International Building Code, the National Electrical Code, the International Fuel Gas Code, the International Mechanical Code and the International Property Maintenance Code are also hereby adopted and incorporated by reference by the City of Bel Aire.

The fee schedules included within the Wichita-Sedgwick County Unified Building and Trade Code shall apply, only to commercial code services performed by the MABCD on behalf of the City, and are hereby adopted and incorporated by reference for that limited purpose, except where a different fee is established by the City’s adopted fee schedule. For purposes of application within the City of Bel Aire, all references within the Wichita-Sedgwick County Unified Building and Trade Code to the Metropolitan Area Building and Construction Department, or the MABCD, as a contact agency/agent, or enforcement agency/agent shall be understood to be referring to the Code Enforcement Officer designated by the City of Bel Aire, which may include MABCD staff members, City of Bel Aire staff members, and other contract agents approved by the City Council.

17.11.2. Availability of copies.

One copy of the current Wichita-Sedgwick County Unified Building and Trade Code, marked as "Official Copy as Adopted by Ordinance No. ____" Code, has been and is now filed in the office of the City Clerk to be open to inspection and available to the public during City Hall's business hours, with an additional copy available in the office of the City Attorney. The adoption by reference of said Codes as amended is authorized by and in compliance with K.S.A. 12-3009, et seq.

17.11.3. Effective date.

The above adopted Code shall be phased in from the date of its adoption until January 1, 2027 to allow for conclusion of projects being completed in conformance with the previously adopted Unified Building and Trade Code. New projects may be licensed and permitted using either the

above-described Code or the formally applicable Code, whichever is most appropriate to the project and the stage of the development of the project in the discretion of the Community Development Director or designee. On and after January 1, 2027, no project shall be approved except in conformance with the above-described Code.

SECTION 7. Repeal.
Articles 3, 4, 5, 6, 7, and 11 of Chapter 17 are hereby repealed, as are all other ordinances or parts of ordinances which are in conflict herewith.

SECTION 8. Severability.
If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 9. Effective Date.
This ordinance shall take effect and be in force from and after its adoption by the Governing Body of the City, approval by the Mayor, and publication once in the official city newspaper, which for purposes of this ordinance shall be the City’s website, www.belaireks.gov, designated for publication of certain legal notices.

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ADOPTED by the Governing Body of the City of Bel Aire, Kansas on this 21st day of July, 2026.

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

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk

APPROVED AS TO FORM:

Maria A. Schrock, City Attorney

City of Bel Aire, Kansas



STAFF REPORT

DATE: 7.7.26
TO: Ted Henry, City Manager
FROM: Barry Smith, Finance Director
RE: RFB 2026-001 On Call Water Service Line Installations

Background:

Staff sent out a request for bid (RFB) for on call water service line installations on June 8th, 2026. The water service line installations being bid are for new development as it occurs within the city. The City has averaged 120-150 new service installations per year for the last three years.

Goals:

To procure on-call water service line installation services at a fixed rate for a one-year period. The RFB will be sent out again prior to the expiration of the initial 1-year agreement.

Financials:

The City currently budgets for these services to be completed each year based on historical averages of building permits pulled. The City received two responses for the RFB. Wilks Underground Utilities LLC was the lowest bidder.

Recommendation:

Accept the proposal from Wilks Underground Utilities, LLC for On-Call Water Service Line Installations.



**ON-CALL SERVICES FOR INSTALLATION OF WATER SERVICE UTILITY LINES
REQUEST FOR BID (RFB) No. 2026-001**

CITY OF BEL AIRE, KANSAS

June 8, 2026

The City of Bel Aire, Kansas (“City”) is soliciting bids for **On-Call Services for Installation of Water Service Utility Lines**.

Each Contractor must mail or submit a printed copy of all items listed in the **Summary of Required Submittals** to Bel Aire City Hall, 7651 E. Central Park Ave. Bel Aire, Kansas, 67226 no later than **5:00 p.m. June 30, 2026**. All submittals shall be submitted in a manila envelope with “RFB 2026-001” written on the front of the envelope. All submittals will be opened and reviewed on **July 1, 2026, at 8:30 a.m.** at Bel Aire City Hall.

This RFB seeks to establish a one-year contract with an annual option to renew for two additional one-year periods, with a licensed, experienced contractor capable of installing water services ranging from 1-inch to 2-inch in size.

The City is currently experiencing rapid growth with over 750 platted lots in various stages of development. The City has averaged 120-150 new service installations per year for the last 3 years. The City anticipates this volume of new service installations for the next 2-3 years.

Late responses will not be accepted and will not receive further consideration.

Questions about this RFB must be submitted in writing to **Marty McGee** at mmcgee@belaireks.gov by **5:00 p.m., June 15, 2026**. Questions of a substantive nature will be answered in written form as an addendum and posted on the City’s website (www.belaireks.gov/bids) by **5:00 p.m., June 17, 2026**. **Respondents are responsible for checking the website and acknowledging any addenda in their response.**

1. The following dates are provided to assist Respondents in planning participation in the project and are subject to change without notice:

Issuance of RFB.....	June 08, 2026
Last Date to Request Clarifications, Information and Questions.....	5:00 p.m., June 15, 2026
Last Addendum Issued (If needed).....	5:00 p.m., June 17, 2026
Proposals Due	5:00 p.m., June 30, 2026
Bid Opening at Bel Aire City Hall.....	8:30 a.m., July 01, 2026
Consideration of Agreement – Bel Aire City Council.....	July 21, 2026

2. The Contractors will guarantee all work done to be free of defects for a period of two years after completion. If the Department discovers a leak, a dry set (no water), or settling of the meter box, the pipe trench, and any excavation done on the property, any defect(s) or unsafe condition during the warranty period; the Department Staff will notify the Contractor by phone or email. The Contractor has 72 hours (three calendar days) from notification to remedy the problem. If the Contractor fails to address

the issue within 72 hours of notification, the Department will proceed with the repairs and the Contractor will be billed for the repair costs incurred.

3. Prior to any excavation, the Contractor will call for the location of all underground utilities using the KS One Call system. The Contractor will be responsible for the repair of any damage caused to any underground utilities. If the Contractor damages an underground utility, the Contractor will notify the owner of that utility and will follow instructions given by the owner of the utility. The Contractor will bear all repair and restoration costs incurred for repairs to the damaged utilities.
4. The Contractor will not operate any valves on the Water Distribution system without approval from authorized representatives of the City.
5. The Contractor will protect all shrubs, trees, fences, poles, and all other assets, unless the homeowner, in writing, authorizes their removal. The Contractor will restore yards, driveways, drive approaches, building skirts, fences, parking lots, damage to the irrigation system, and other property disturbed during construction. The Contractor will restore turf, shrubs, flowerbeds, fences, and other yard elements to the satisfaction of property owners. All restoration work will be completed within 21 (twenty-one) working days after the Service Order was issued. Failure to complete restoration within 21 working days will result in the City undertaking the work and billing the Contractor for all costs incurred. The Contractor will act promptly to maintain and restore all disturbed surfaces. The Contractor will remove surplus material, tools, and equipment at the end of each day. The Contractor will haul away all dirt, rubbish, and excess material from the excavation site after completion of work at each location, and will leave the construction site clean and pleasing in appearance. The Contractor will give the completed excavation and adjacent areas final dressing with hand rakes if necessary. Should there be a delay, the Contractor will communicate with the property owner and City staff about the delay in completing the repair and restoration work. All complaints and concerns brought to the attention of the city will be promptly addressed by the contractor.
6. The cost of paving repairs need not be included in the Formal Bid. However, at any location where paving or sidewalk must be cut and removed, the Contractor will be responsible for coordinating the installation of both temporary and permanent repairs of the damaged concrete in accordance with established procedures with the City of Bel Aire Public Works and Engineering Departments.

All sidewalks and paving removed for the service line installation shall be made safe before the contractor leaves the job site. At minimum, the following procedures must be followed if the contractor leaves the job site open and unattended: caution tape and cone off the work area.

The Contractor will provide a price quote for street cut services including street repairs and setting up traffic signs. The Contractor will charge a fair market price for the cut and repair to be billed to the Department and negotiated prior to the service line installation. The Contractor will be responsible for all traffic control device installation and removal.

7. Water Department personnel reserve the right to inspect all or any part of the installation and restoration work, including but not limited to, all materials used. For all communications on the project, Contractors shall communicate closely with Public Works Director Marty McGee, Mmcgee@BelAireks.gov. Contractor's representative shall notify Marty when Contractor's crews are at a site installing the new service line at the location.
8. Installation of water services will comply with Standard Engineering Procedure Engineering Standard Water Service Detail WL-102 (disregard the Air Release Assembly, the Typical 2" Meter Setting and the 2" Service Outlet Assembly). 1" Copper tubing size polyethylene pipe will be used on both the inlet

and outlet side of the meter setting on “shorts”, and on the other side (pigtail) of the “longs”. (All pigtails must be polyethylene.)

9. Taps on water mains made for water service line(s) will be made directly across from the meter box at all times. Should there be any offsets it shall be noted in an email to the Public Works Director.
10. Upon completion of each service line installation, the Contractor must notify Public Works by email and detail which addresses are completed. Job completion is defined as; new service line can be placed in service, construction area is free of excess dirt and debris, yard and site restored is completed, no pending work remains at this location, and all work ordered is completed within 21 days of notification to contractor.
11. The Contractor will comply with Best Management Practices in accordance with the National Pollution Discharge Elimination System (NPDES) Guidelines. The BMPs shall cover only the area excavated and worked in by the Contractor to install a new water service. Neither the Department nor the Contractor will be responsible for BMPs outside the scope of work done by the Contractor.
12. The installed water meter shall be upright, level, and the meter box shall be free of mud, dirt, and debris. All water meter cans must be level and installed in the road right-of-way. If there is a sidewalk, the meter can must be between the back of the curb and the sidewalk.
13. The City is required to install assigned services within 28 days of receiving the order from the customer. The Contractor shall receive the order from City staff within 7 days of the City’s receipt of the customer order. The Contractor must install the assigned services before the City’s completion date. If the Contractor encounters a situation that keeps them from meeting the deadline, the Contractor or his representative shall contact by email the following individuals: the individual (builder, plumber, etc.) listed on the work order (listed as contact) and City of Bel Aire staff: Marty McGee. The Contractor shall notify Marty McGee via email, the next business day to keep the City informed of the situation. Failure to notify the requesting party and City staff in writing of the delay will be considered as non-compliant with bid specifications. It is imperative the Contractor communicates at all times with City staff using City email only.
14. If a Contractor fails to complete the assigned work and not fulfill the contractual obligation, in accordance with the Department guidelines, is found to be negligent, disregards the laws, substantially breaches the bid specifications; the Public Works Department shall terminate the contract with a written notice to the Contractor. Upon termination of the contract immediately, the Contractor shall be paid the contracted price for the work actually completed and upon such payment being made all obligation of the Department will be deemed as being fulfilled.

Utility Line Materials Specifications:

A. General

Service line materials are to be furnished by the Contractor under this contract includes corporation stops, service saddles, service tubing, unions and couplings, inserts, copper meter setters, meter boxes, meter rings, ERT lids, and pigtails.

The Department will furnish 20”x1” tapping saddles where taps on 20” water lines are to be made. The Contractor will furnish saddles for all other taps, which will be on 16” or smaller mains. Main sizes can range from 2” to 20”.

B. Corporation Stops

Inlet for corporation stops will be 1" AWWA thread. Outlet will be pack joint type for copper tubing or copper tubing size polyethylene.

Corporation stops will be: Ford F1000-4-NL, A.Y. McDonald 4701-22, Mueller P 15008, or Cambridge Brass 302-A4B4.

C. Service Saddles

Service saddles will be non-lead bronze with silicon bronze straps and bronze nuts.

Acceptable brands and styles are: Ford S90-604, Ford S90-804, Ford S-90-1204, A.Y. McDonald 3805, Mueller H13441, Mueller H13442X1, Cambridge Brass 810-750- A4, or Cambridge Brass 810-962-A4. Brass must be low lead, in conforming to current regulations.

D. Service Tubing

- a. Plastic tubing will be Polyethylene Style 3408 or 3416, copper tubing size unless otherwise specified; high-density or high-molecular weight; meet or exceed the requirements of Commercial Standard CS255-63 and be NSF approved; have a minimum working pressure of 200 psi with a minimum, burst pressure of 630 psi at 23EC. Yardley, Clear Cor Pro Core is not acceptable.

E. Unions and Couplings

Unions and couplings will be compression type with AWWA thread.

Unions and couplings to place tube will be pack joint.

Unions and couplings will conform to the following sizes, ends, and manufacturers:

1" unions, 3-part copper pack joint to copper compression:

Ford C44-44, A.Y. McDonald 4758T-22, Mueller P15403, or Cambridge Brass 118-B3B3

1" couplings, copper pack joint to outside IPT:

Ford C84-44, A.Y. McDonald 4754T-22, Mueller P15451, or Cambridge Brass 117-B4M4

1" couplings copper pack joint to inside IPT:

Ford C14-44, A.Y. McDonald 4754T-22, Mueller P15428, or Cambridge Brass 118-B4F4

F. Inserts

Polyethylene service lines will be strengthened with 1" inserts where connected to corporations, couplings, unions, or meter setters. Inserts will be stainless steel and will be Mueller 504385, Ford 52, Hays 6136, or A.Y. McDonald 6133T.

G. Meter Setters

Meter setters will be furnished with 360-degree Teflon-coated ball valves and without saddle nuts. Inlet and outlet connections will be pack joint type fitting for copper tubing size polyethylene.

1" Setters: Ford V84 WR44-44, A.Y. McDonald 32-4 HNTT-44157094, or Mueller B2474R

H. Meter Boxes

Height: 24"

Inside Diameter: 21.0" minimum, 21.5" maximum

Type: unslotted

Material: Polyvinyl chloride, made of Class 12364 polyvinyl chloride that conforms to the current ASTM d1784 standard, formed into a seamless tube with straight wall and minimum wall thickness of 0.432". Box ends will be smooth and even. All surfaces of the boxes will be white in color.

I. Meters and ERT's

City will install all meters and ERT's.

J. Meter Rings and ERT Lids

Meter rings and ERT lids will be provided by Contractor. Meter rings will be cast 35,000 psi good gray cast iron free from impurities and foreign bodies insofar as is customary in the industry. The ERT meter box lid will fit the meter ring per Bel Aire Specification, Standard Engineering sheet.

GENERAL SPECIFICATIONS

1. BID ITEMS

The bid price for installation of new short and long water service lines. The price shall include all labor, supply of specified materials, required equipment to excavate the pipe trench, make the water tap and install the road crossing and any other items required to fully construct and complete the installation of service lines.

2. RESTORATION

Contractors shall, as a condition of final payment, restore all right-of-way and adjacent private property that have been disturbed, damaged, or otherwise affected by the installation of the service line. The restoration work completed shall be equal to or better than existed prior to the commencement of construction of the service line. Such restoration shall include but not limited to: regrading and seeding and/or sodding of areas where grass was planted and growing prior to construction; provided however, such regrading and seeding of lawn areas, when completed, shall be considered to be restoration of an area to a condition equal to or better than previously existing grass growth. If the customer requires sod rather than seed, the Contractor will use sod. The Contractor shall have no responsibility to ensure growth of such seeded/sodded area (s). This restoration shall be considered part of the contract work and Contractor shall be responsible for the performance of such work in the same manner as is responsible for the performance of the contract work.

The Contractor shall be responsible for the restoration of yards, driveways, drive approaches, building skirts, fences, gates, parking lots, damage to the irrigation system, and other property disturbed during the installation of the service line.

3. COMMUNICATION

Good, open, and constant communication between the Contractor's representative (s) and the City personnel is critical for successful and timely completion of the service line installation and closeout of the work orders. All communication with City staff shall be via email. Phone conversations shall be followed up with an email to City Staff with a brief overview of what was discussed.

City Representatives:

- a. Public Works Director
Marty McGee: mmcgee@belaireks.gov
Office: 316-744-2888
- b. Assistant Public Works Director
Jon Stehman: jstehman@belaireks.gov
Office: 316-744-2888

Contractor's representative shall email both Marty McGee and Jon Stehman to keep them informed of the start and completion date of each grouping of service line installs. City representatives reserve the right to visit the job site to inspect the service line installation, clean up, and restoration work for each address/location of the new service line installation prior to closing out the work order. All safety concerns brought to the attention of the contractor shall be fully resolved within twenty-four (24) hours of initial contact by City Staff.

4. BACKFILL REQUIREMENTS

All trenches shall be backfilled with sand. Sand backfill material shall be flushed and shall be placed in six (6) feet maximum lifts when the trench is within alley or street right-of-way, and in 12 (twelve) feet maximum lifts when the trench is outside of alley or street right-of-way. Each lift shall be thoroughly consolidated. All holes opened up shall be filled with sand up to one foot (1') from the top and flushed with water and vibrated. At the meter setter, fill the hole up to the bottom of the setter. Remove all excess dirt, excavated material and debris from the job site. All sand used for backfilling shall be clean and free of debris.

5. UNDERGROUND IRRIGATION SYSTEMS

Properties within the project area may have underground irrigation systems (lawn sprinklers) which could conflict with the trench excavation and installation of new service lines. Contractor shall remove such components as needed during the construction of the project, salvage all sprinkler heads, valves, operators, controllers, and associated equipment for reinstallation. Portions of underground irrigation systems not in conflict with new construction shall be protected from damage. The Contractor is to communicate with property owner to ensure that work completed as part of the service line project does not adversely affect the operation of the existing irrigation system on private property. The Contractor is to coordinate final site restoration with the property owner to ensure the system is operating as previously before the service line work project commenced. All work associated with this effort will not be paid for separately.

6. SAFETY EQUIPMENT

Contractor is responsible for furnishing and installing all required SAFETY EQUIPMENT to ensure that all open holes and excavation areas made are protected and safe at all times. The use of required shoring equipment, ladders, dewatering pumps etc. may be necessary. All pipe trenches must comply with OSHA guidelines and be made safe at all times for personnel to enter the trench and perform the required work. All safety equipment supplied, installed and maintained shall meet/exceed and comply with OSHA requirements. All unsafe trenches or holes shall be brought to the attention of the contractor's representatives for immediate correction. All open holes and trenches shall be secured and cordoned off using approved orange fence at all times to protect the citizens and members of the public.

7. DEFAULT OF CONTRACT

The contractor shall be considered to be in default of the contract if but not limited to the following items by the Contractor:

- a. Fails to begin and complete the installation of the new water service line; all cleanup and restoration of all disturbed areas to its original condition within 21 days.

All costs and charges incurred by the City, together with the cost for completing the work under the contract, will be deducted from any monies due for which may become due to the said Contractor.

8. PAYMENT

Payment for the installation of the long and short service lines as listed in the contractor's proposal will be made in accordance with this contract (lump sum plus any additional authorized work). The payment shall be compensation in full for furnishing all labor, materials, equipment, and appearances necessary to complete the work in a satisfactory professional manner as shown on the plans and as required in the specifications, with all connections, testing, and related work completed. Each item, fixture, piece of equipment, etc. shall be complete with all necessary connections and appurtenances as specified for the satisfactory use of the water service line. No additional payments will be made for work related to any items unless specially authorized by the Public Works Director. All invoices shall be reviewed by city staff and approved for payment barring no delays in work completion or any other issues.

9. ISSUING OF WORK

The City does not guarantee issuing a maximum or minimum number of installations per week or month to the successful bidder. Refusing to accept any new requests for work and not proceeding with the installation of the service line would be construed as default to the contract and subject to termination of the contractual agreement.

LIABILITY INSURANCE SPECIFICATIONS

The **Successful Bidder** will be required to furnish a Certificate of Insurance (prior to the Purchase Order, Agreement, or Contract being issued) with the following minimum coverage:

1. Commercial General Liability

Covering premises---operations, xcu hazards, Product/Completed Operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate
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Property Damage Liability	\$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate
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Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate
--	---

2. Comprehensive Automobile Liability

All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

Bodily Injury Liability	\$1,000,000 Each Occurrence
Property Damage Liability	\$1,000,000 Each Occurrence

Or

Bodily Injury and Property Damage
Liability (Combined Single Limit)

\$1,000,000 Each Occurrence

3. Workers' Compensation to meet Statutory requirements.

4. Employers' Liability

\$1,000,000 Each Accident
\$1,000,000 Occupational Disease
\$2,000,000 Annual Aggregate

The Insurance Certificate must contain the following:

The City of Bel Aire shall be added as primary and non-contributory additional insured. The policy shall also provide coverage for contractor's/vendor's contractual obligations created in the Agreement. Coverage shall be the greater of the requirements stated here or the contractor's existing policy.

SUMMARY OF REQUIRED SUBMITTALS:

1. A statement of the respondent's background, experience, and understanding of the services required.
2. At least three (3) references (name of business, address, contact person, phone number, date of services, and scope of services) unless your firm has provided similar services to the City.
3. Any additional information believed necessary to assist the City in evaluating your bid.
4. The **"Response Form"**.
5. A completed **"Fee Table"**

CITY OF BEL AIRE MANDATORY CONTRACTUAL PROVISIONS AND MANDATORY INDEPENDENT CONTRACTOR ADDENDUM:

1. A copy of the City of Bel Aire's Mandatory Contractual Provisions and Mandatory Independent Contractor Addenda are attached to this RFB as Exhibit A and Exhibit B respectively. Respondent shall review and provide any requested changes to Exhibit A and/or Exhibit B for the City to consider as part of their submittal.

RESPONSE FORM
On-Call Services for Installation of Water Service Utility Lines

RESPONSE FORM (RFB 2026-001)

(Must be submitted with Respondent's Bid for **On-Call Services for Installation of Water Service Utility Lines** for the CITY OF BEL AIRE)

The undersigned, on behalf of the Respondent, certifies that Respondent's submittal package: (1) is submitted without previous understanding, agreement or connection with any person, team or corporation making another proposal for the same services; (2) is submitted without collusion or fraud; (3) is submitted by a person who is legally empowered to bind the Respondent in whose name the proposal is submitted; (4) is submitted with full understanding of all provisions of the RFB; (5) if accepted by the City, is guaranteed as submitted and with any subsequent Respondent amendments approved by the City and will be implemented as stated; and (6) the Respondent, if selected by the City, will enter into a contract consistent with its proposal notwithstanding any subsequently discovered errors therein.

RESPONDENT _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____

TAXPAYER I.D. NUMBER _____

WEBSITE ADDRESS _____ E-MAIL _____

TYPE OF ORGANIZATION (check one):

Sole Proprietorship _____ Partnership _____ Corporation _____ Public Corporation _____

Respondent acknowledges receipt of the following addenda: #1 _____, #2 _____, #3 _____

Respondent acknowledges it has examined the RFB, including all of its requirements, terms, conditions, and sections. Exceptions to any part of the RFB or any attachments or addenda thereto should be clearly delineated and detailed.

AUTHORIZED SIGNATURE: _____

TITLE _____ DATE _____

FEE TABLE

Item		UOM	Unit Price Year 1	Unit Price Year 2 (Option)	Unit Price Year 3 (Option)
1.	Furnish Labor, Materials, and Equipment for the Installation of 1" LONG Water Utility Service Lines	EA.			
2.	Furnish Labor, Materials, and Equipment for the Installation of 1" SHORT Water Utility Service Lines	EA.			
3.	Furnish Labor, Materials, and Equipment for the Installation of 2" LONG Water Utility Service Lines	EA.			
4.	Furnish Labor, Materials, and Equipment for the Installation of 2" SHORT Water Utility Service Lines	EA.			

 Vendor Name

 Telephone Number (including area code)

 Vendor Address

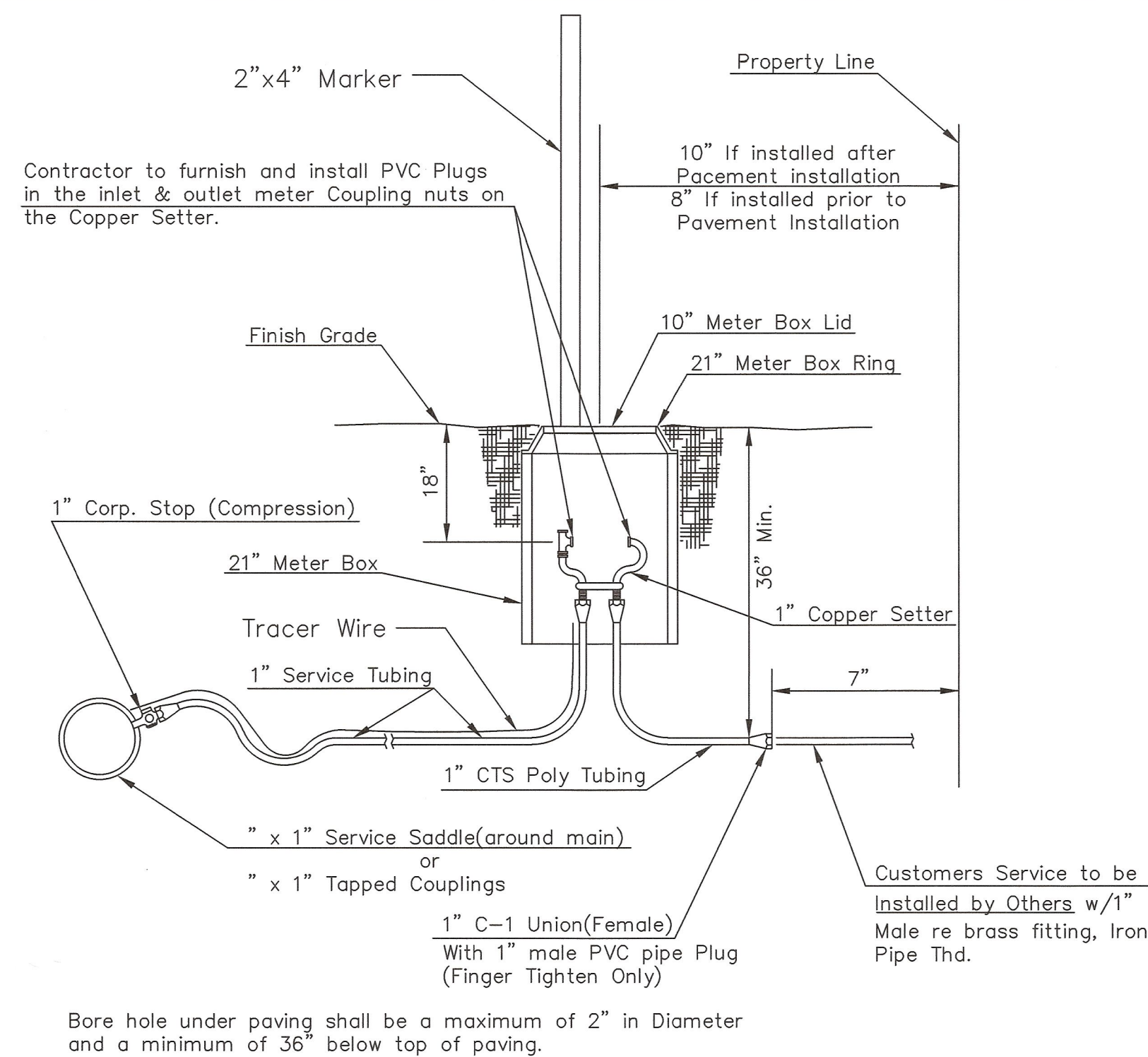
 Vendor City/State/Zip

 Email Address

 Signature

 Print Name

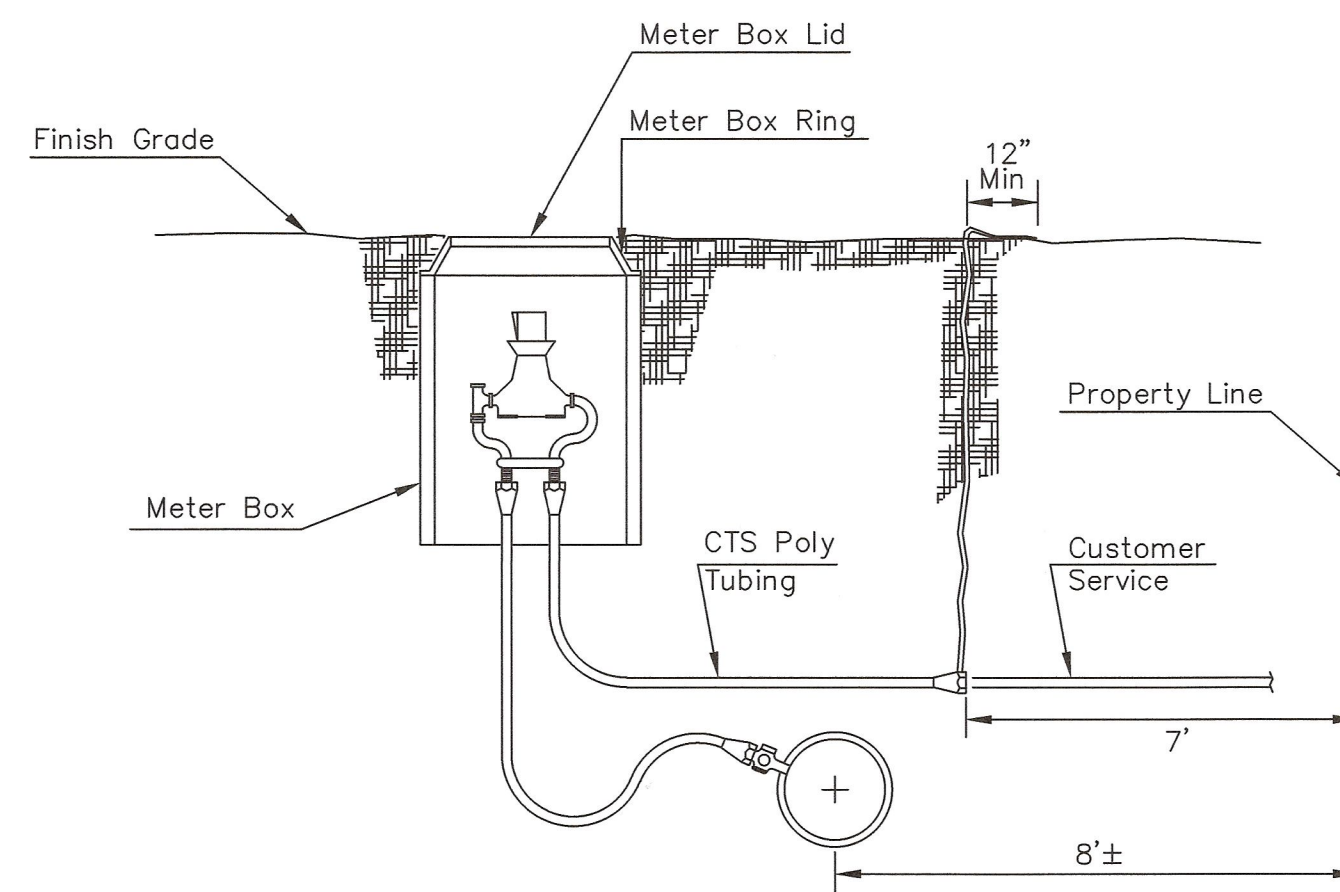
 Title



Note: Service Saddles are not required on top of 8" mains or larger

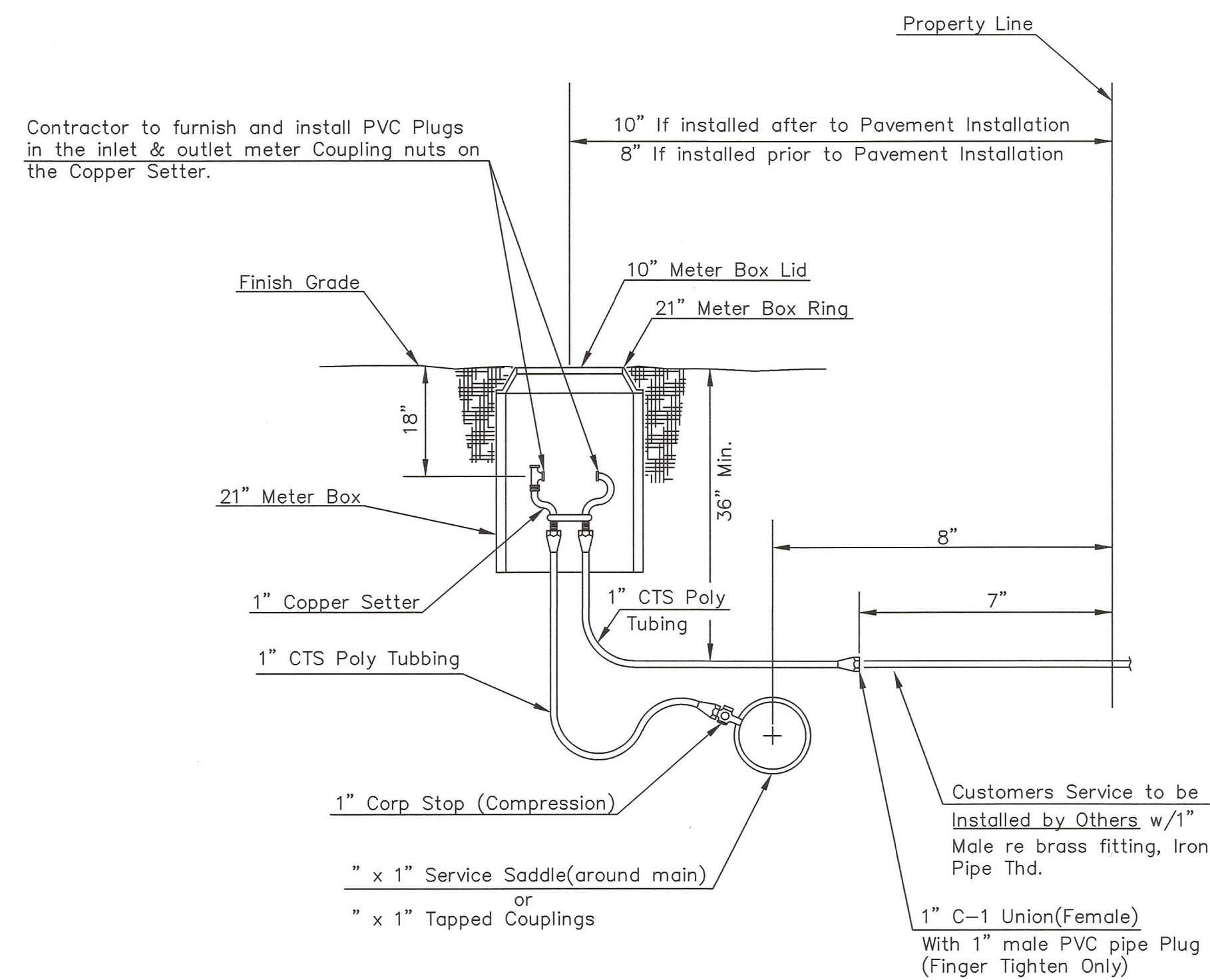
Meter boxes will be located on each lot to be served, as indicated
in the SPECIAL PROVISIONS

TYPICAL METER SETTING LONG SERVICE 1"



If customers service line is not installed at the time
Meter Box and Setter are installed, Plastic Flagging
is to be tied to the end of CTS Poly tubing & brought
straight up to top of ground and be exposed a minimum
of 12" on top of ground.
(Plastic Flagging to be Furnished by Contractor)

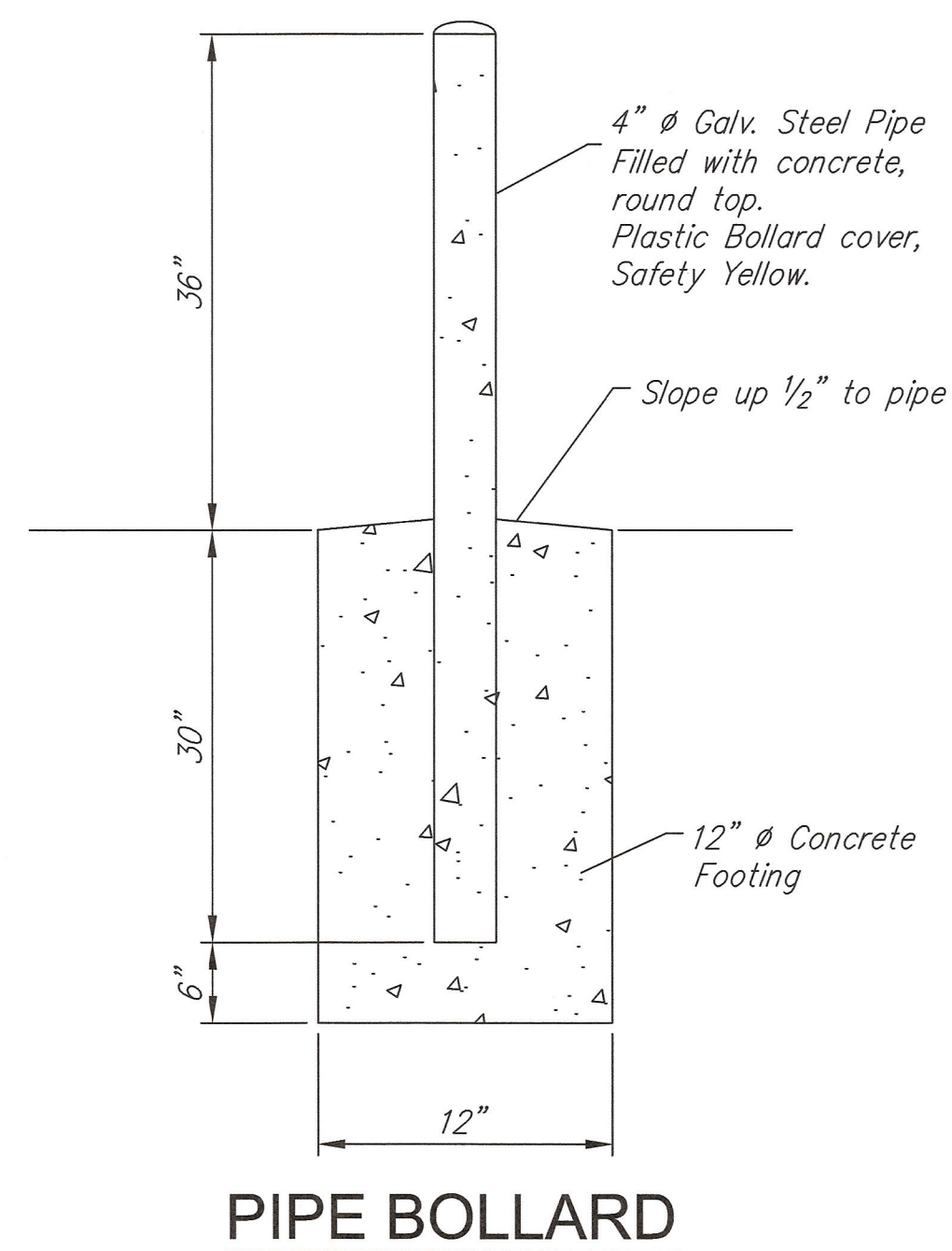
TYPICAL METER SETTING PLASTIC FLAGGING



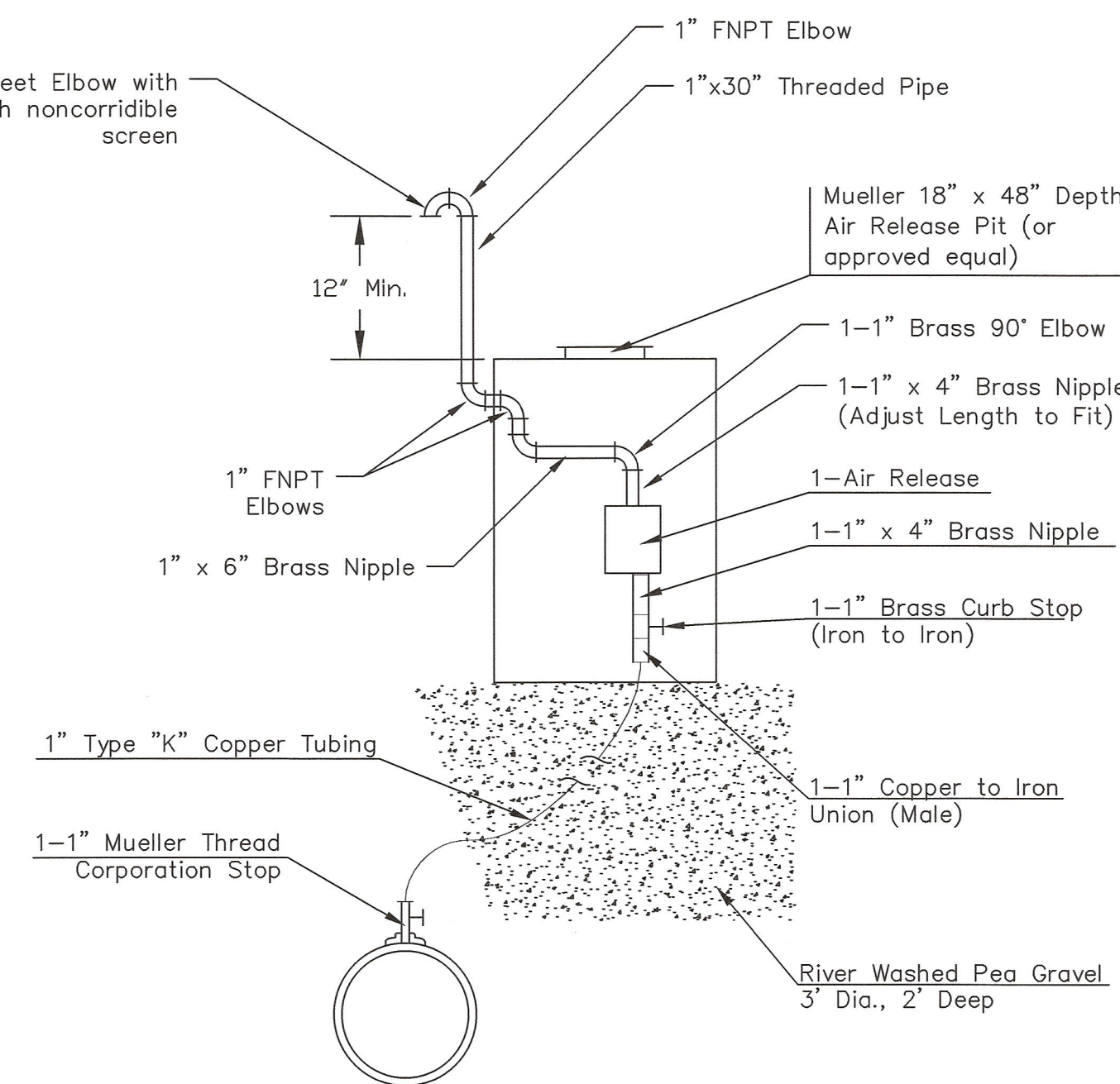
Note: Service Saddles are not required on top of 8" mains or larger

Meter boxes will be located on each lot to be served, as indicated
in the SPECIAL PROVISIONS

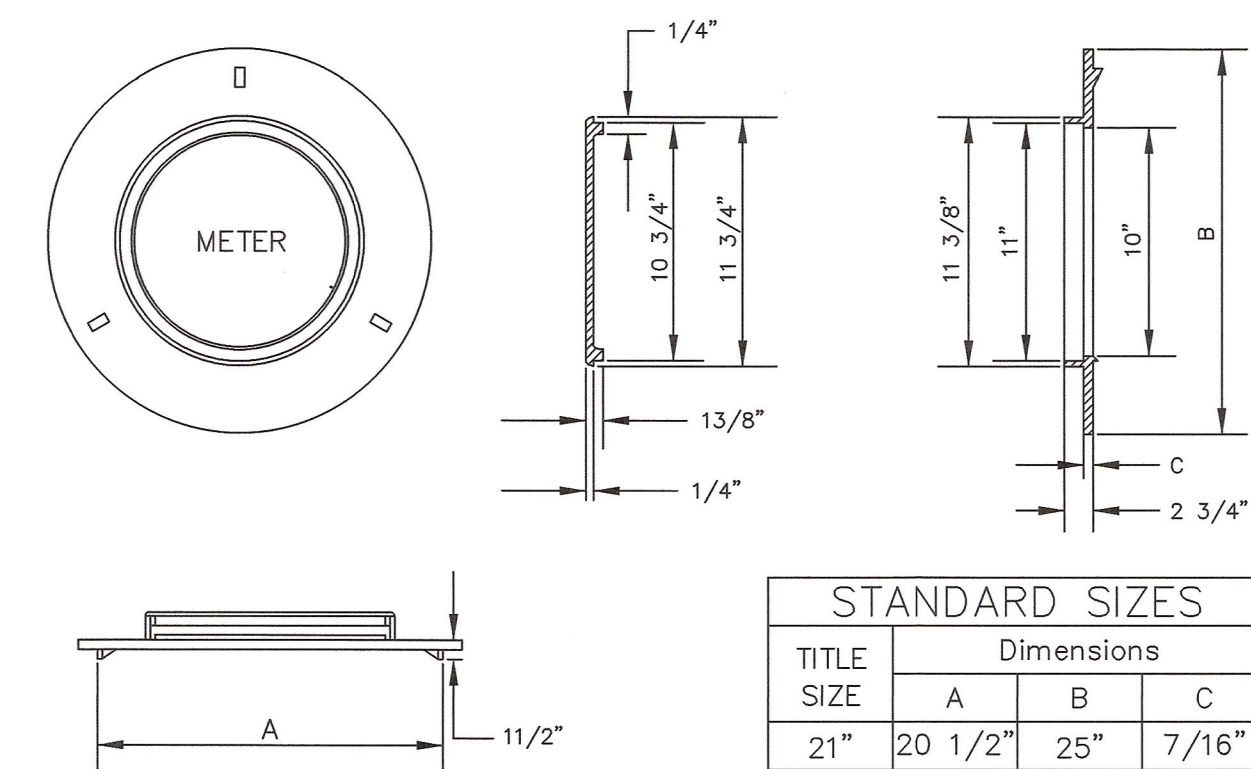
TYPICAL METER SETTING SHORT SERVICE 1"



PIPE BOLLARD

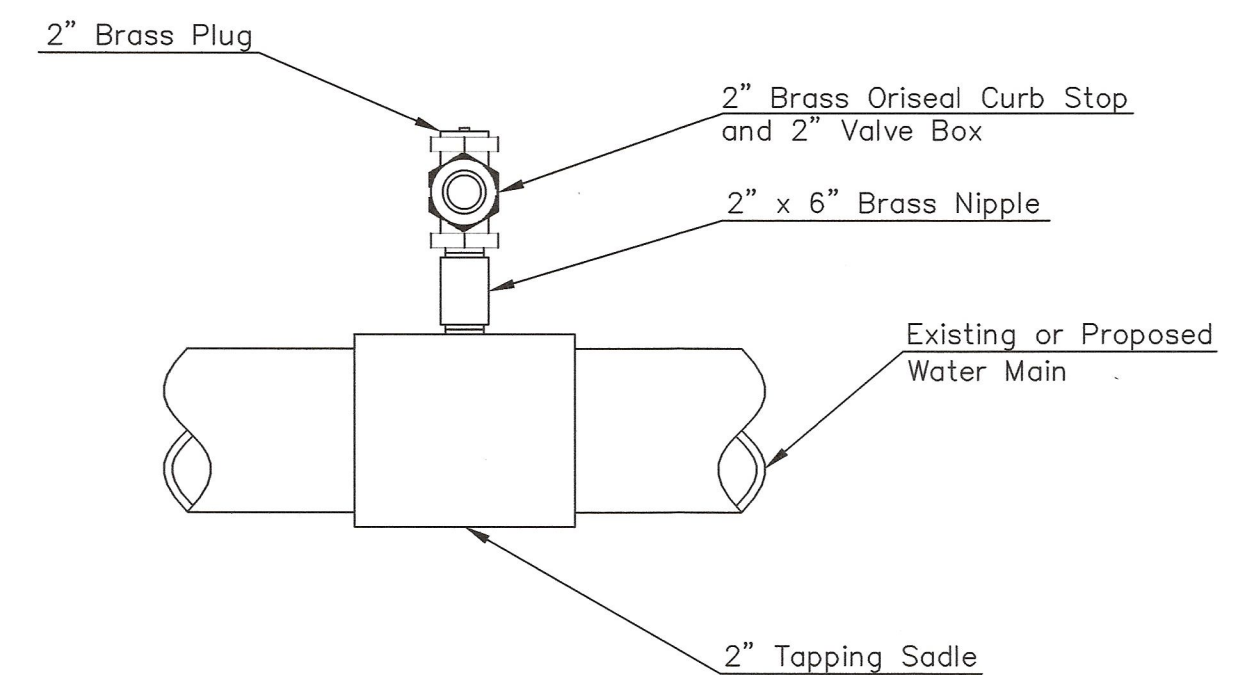


AIR RELEASE ASSEMBLY



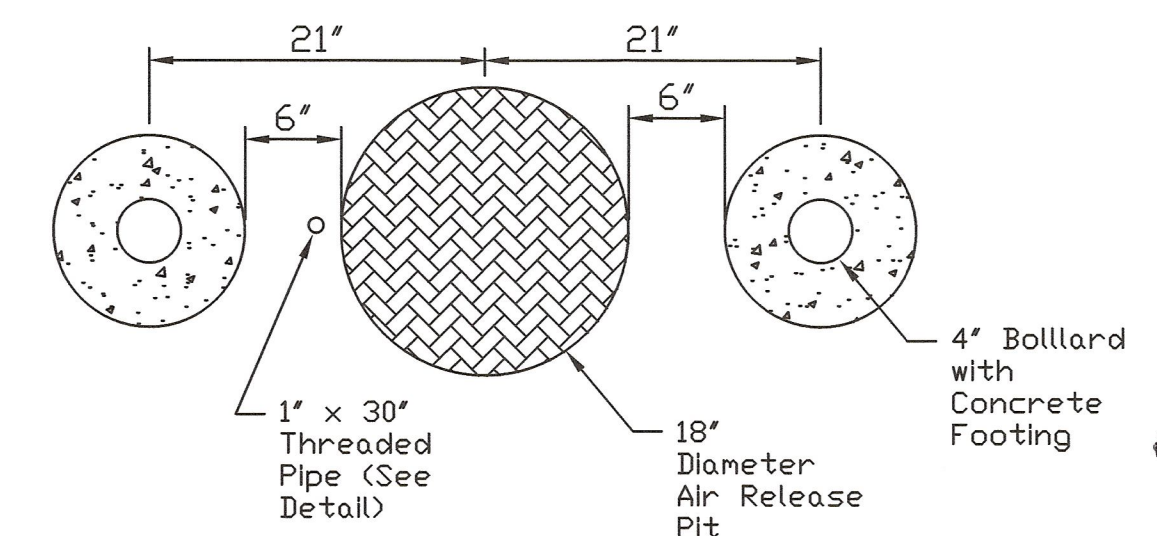
Other Approved Ring And Lids: Ford Meter Box Co. Inc.
21" Ring & Lid Catalog No. C-4

RING & LID FOR METER VAULTS

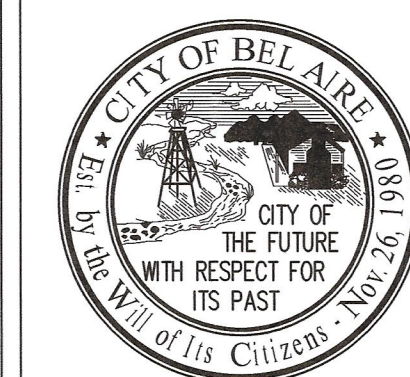


Note: Where the 2" service outlet assembly
is to be used to connect a 2" main
to another main, the 2" valve shall be
a 2" IPT Gate Valve. 2" Ball or Globe
valve shall not be approved for this use.

2" SERVICE OUTLET ASSEMBLY



- 1 - 1" Mueller Thread Corporation Stop
- 1 - 1" Type "K" Copper Tubing
- 1 - 1" Copper to Iron Union (Male)
- 1 - 1" Brass Curb Stop (Iron to Iron)
- 3 - 1"x4" Brass Nipple
- Air Release
- 5 - 1" Brass Elbows (90°)
- 1 - 1"x6" Brass Nipple
- 1 - 1"x1" Brass Nipple
- 1 - Mueller 1" Air Release Pit
- 1 - 1"x30" Threaded Pipe
- 1 - 1" Brass Elbow with screen



STANDARD WATER SERVICE DETAILS

CITY OF BEL AIR, KANSAS

PROJECT NUMBER

DRAWING NAME

WTRMTR.DWG

DATE

JAN 2003

SHEET OF

EXHIBIT A
CITY OF BEL AIRE MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions.** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due to Lack of Funding Appropriation.** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. **Disclaimer of Liability.** As a Kansas municipality, City shall not be obligated to protect, defend, hold harmless, or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*). City specifically reserves and does not intend to waive any defenses, limitations of liability or damages, and/or immunities available to it under the Kansas Tort Claims Act or other state or federal law. It is understood that the duty to indemnify or hold harmless includes the duty to defend. This indemnification and hold harmless clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages. In no event shall either party be obligated to indemnify the other on account of the negligence or willful misconduct of the party seeking indemnity or any agent or employee thereof.
5. **Acceptance of Agreement.** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration. Damages. Jury Trial and Warranties.** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract.** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes.** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide the Contractor a certificate of tax exemption. City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance.** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.
12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted to ensure that the City shall always stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, *et seq.*, as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
 - a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.
 - b. In all solicitations or advertisement for employees, the Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.
 - d. Contractor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or Contractor.
 - e. Exempted from these requirements are:
 1. Any Contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).
 2. Any Contractor who employs fewer than four (4) employees during the term of this Contract.
 3. Contractor who hold contracts with the City with a cumulative total of five thousand dollars (\$5,000.00) or less during the City's Fiscal Year.
 - f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson

Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the Contractor shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973; the Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated thereunder. Any finding adverse to the Contractor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City, must determine whether the Contractor has been excluded from the system and any federal funding received, or to be received, by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
15. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
16. **No Assignment.** The services to be provided by the Contractor under this Contract are personal and cannot be assigned, delegated, sublet, or transferred without the specific written consent of the City.
17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.
18. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.
19. **Bankruptcy.** Contractor shall be considered to be in default of this Contract in the event Contractor: (i) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by Contractor for the purpose of effecting any of the foregoing.
20. **Ownership of Data.** All data, forms, procedures, software, manuals, system descriptions, and workflows developed or accumulated by Contractor in relation to this Agreement shall be owned by City and shall be handed over and/or returned to City upon the expiration or termination of this Agreement. Contractor shall not release any such materials without written approval of the City.
21. **Tariffs.** If Contractor chooses to use foreign products or goods during the execution of this agreement, Contractor shall not directly invoice tariff costs to the City. The City will consider a reasonable price adjustment only after conclusion of the initial contract term but reserves the right to not pick up option years of the contract if, in its sole

discretion, the City determines the price increase no longer provides the best value to the City.

22. **Contractor Use of Artificial Intelligence.**

a. **Meeting Recording, Transcription, and Confidential Information.** The City does not consent to, and expressly rejects, the use by Contractor of Artificial Intelligence ("A.I.") note takers in, and recordings of, meetings with City officials and staff unless specifically approved by the City (project manager or higher) prior to the initiation of the meeting. This includes use by Contractor for training its A.I. programs, services, and platforms. Any transcripts, recordings, summaries, or AI-generated outputs approved by the City and created in connection with City meetings or City data shall be treated as City Confidential Information. Contractor shall not retain such materials longer than required to perform services necessary and incidental to the contract, and upon the City's request, Contractor shall promptly return or securely delete such materials and certify deletion in writing. Only the City Manager or City Attorney may approve a request for an exemption to these requirements.

EXHIBIT B
CITY OF BEL AIRE MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

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

RFB No. 2026-001

ON-CALL SERVICES FOR INSTALLATION OF WATER SERVICE UTILITY LINES

REQUEST FOR BID

Addendum #1

- I. Questions submitted via Email Prior to the June 15, 2026, 5:00 p.m. Deadline for Clarifications, Information, and Questions.

1. What type of meter lid are you going to require?

Answer: The City has been using SIP model 5244 with a recessed hole and would like to continue using this model for continuity.

2. Is tracer wire required for long services?

Answer: Yes.

3. On the bid sheet there is no bid item for 2” long and short services.

Answer: Thank you for bringing this to our attention. The Fee Table has been updated on the RFB to include unit prices for long and short services for 1” and 2” lines.

4. The price of water service products varies constantly from year to year; would the City be willing to set the initial contract price with this RFB and then negotiate renewal pricing at the end of the contract period if they choose to exercise the contract renewal option?

Answer: The City recognizes the volatility with the pricing of water service products, thus highlighting the need for the City to be able to forecast expenses as accurately as possible. Please indicate a proposed fee for years two and three. The fee could be on a cost-plus percentage basis, fixed amount, or any other way to set a reasonable expectation of potential increases.

5. Is the project sales tax exempt?

Answer: Yes.

6. Is a bid bond required for this project?

Answer: This RFB is for on-call services, which may result in one or two lines needing installed at a time. Bid bonds will not be required for this RFB.

CONTRACTOR	COMPLETED RESPONSE FORM	COMPLETED FEE TABLE	ITEM	UNIT PRICE YEAR 1	UNIT PRICE YEAR 2 (OPTION)	UNIT PRICE YEAR 3 (OPTION)
UTILITY MAINTENANCE CONTRACTORS, LLC	Y	Y	LONG 1"	\$2,300.00	\$2,480.00	\$2,670.00
			SHORT 1"	\$1,900.00	\$2,050.00	\$2,205.00
			LONG 2"	\$8,500.00	\$9,265.00	\$9,950.00
			SHORT 2"	\$7,500.00	\$8,175.00	\$8,915.00
WILKS UNDERGROUND UTILITIES, LLC	Y	Y	LONG 1"	\$1,550.00	TBD	TBD
			SHORT 1"	\$1,225.00	TBD	TBD
			LONG 2"	\$4,600.00	TBD	TBD
			SHORT 2"	\$3,500.00	TBD	TBD

BID TABULATION RFB 2026-001

OPENING LOCATION CITY HALL 7651 E. CENTRAL PARK AVE
BEL AIRE, KS, 67226

OPENING DATE 7/1/2026

OPENING TIME 8:30 A.M.

CITY STAFF PRESENT BARRY SMITH FINANCE DIRECTOR
MARTY MCGEE PUBLIC WORKS DIRECTOR
JON STEHMAN ASSISTANT PUBLIC WORKS DIRECTOR



Date: June 30, 2026

To: City of Bel Aire, KS

Attn: Marty McGee, Public Works Director
Jon Stehman, Asst. Public Works Director

Ref: **Request For Bid: On-Call Services for Installation of Water Service Utility Lines (RFB 2026-001)**

Utility Maintenance Contractors, LLC (UMC) places our employee's safety as our top priority on every job, every day. Through safe work practices we can continue to ensure our employee's safety and the safety of those around them. We emphasize that production is a result of working safe. UMC will be responsible for providing its employees with all required safety equipment and conducting regular maintenance and inspection of that equipment.

UMC will meet all minimum industry standards for safety related to this work including but not limited to; PPE, confined space, first aid/CPR/AED training, material handling, ventilation and air monitoring. All onsite UMC employees will follow all OWNER established rules, policies and guidelines regarding safety and security.

UMC has a proven record for the safe and efficient installation of water services. Since 2021, we have installed thousands of water services for the Cities of Bel Aire, Wichita, and Valley Center.

Please feel free to contact any of the persons below as reference for our qualifications.

City of Wichita:

Sean Enyart
620-255-0352

Lance Bailey
316-214-4988

City of Valley Center:

Rodney Eggleston
316-772-5416

We appreciate the opportunity to submit this proposal to the City of Bel Aire and look forward to the opportunity to continue to work with you on water service installations.

Respectfully Submitted,

James L. Tadtman
Manager

SAFE

QUALITY

SOLUTIONS

RESPONSE FORM
On-Call Services for Installation of Water Service Utility Lines

RESPONSE FORM (RFB 2026-001)

(Must be submitted with Respondent's Bid for **On-Call Services for Installation of Water Service Utility Lines** for the CITY OF BEL AIRE)

The undersigned, on behalf of the Respondent, certifies that Respondent's submittal package: (1) is submitted without previous understanding, agreement or connection with any person, team or corporation making another proposal for the same services; (2) is submitted without collusion or fraud; (3) is submitted by a person who is legally empowered to bind the Respondent in whose name the proposal is submitted; (4) is submitted with full understanding of all provisions of the RFB; (5) if accepted by the City, is guaranteed as submitted and with any subsequent Respondent amendments approved by the City and will be implemented as stated; and (6) the Respondent, if selected by the City, will enter into a contract consistent with its proposal notwithstanding any subsequently discovered errors therein.

RESPONDENT Utility Maintenance Contractors, LLCCONTACT Tim AelmoreADDRESS 4151 N Seneca / PO Box 4780 CITY/STATE Wichita, KS ZIP 67204PHONE 316-945-8833 FAX _____TAXPAYER I.D. NUMBER 48-1212557WEBSITE ADDRESS www.umcllc.com E-MAIL taelmore@umcllc.com

TYPE OF ORGANIZATION (check one):

LLC

Sole Proprietorship _____ Partnership _____ Corporation ☒ Public CorporationRespondent acknowledges receipt of the following addenda: #1 ☒, #2 _____, #3 _____

Respondent acknowledges it has examined the RFB, including all of its requirements, terms, conditions, and sections. Exceptions to any part of the RFB or any attachments or addenda thereto should be clearly delineated and detailed.

AUTHORIZED SIGNATURE:  James L. TadtmanTITLE Manager DATE 6/30/2026

FEE TABLE

Item		UOM	Unit Price Year 1	Unit Price Year 2 (Option)	Unit Price Year 3 (Option)
1.	Furnish Labor, Materials, and Equipment for the Installation of 1" LONG Water Utility Service Lines	EA.	\$2,300.00	\$2,480.00	\$2,670.00
2.	Furnish Labor, Materials, and Equipment for the Installation of 1" SHORT Water Utility Service Lines	EA.	\$1,900.00	\$2,050.00	\$2,205.00
3.	Furnish Labor, Materials, and Equipment for the Installation of 2" LONG Water Utility Service Lines	EA.	\$8,500.00	\$9,265.00	\$9,950.00
4.	Furnish Labor, Materials, and Equipment for the Installation of 2" SHORT Water Utility Service Lines	EA.	\$7,500.00	\$8,175.00	\$8,915.00

Utility Maintenance Contractors, LLC

Vendor Name

316-945-8833

Telephone Number (including area code)

4151 N Seneca / PO Box 4780

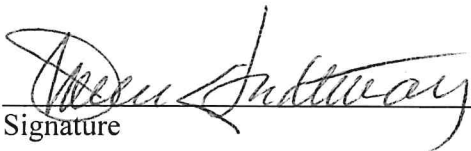
Vendor Address

Wichita, KS 67204

Vendor City/State/Zip

taelmore@umcllc.com

Email Address


Signature

James L. Tadtman

Print Name

Manager

Title



Wilks Underground Utilities, LLC

12000 W K42 Hwy

Wichita, KS 67227

Our team has extensive experience collaborating with municipalities on projects comparable to this one. Below are our references for municipal, utility or development-related work.

- City of Park City – Water Service Installation since 2022.
 - Ryan Cummins, Assistant Director or Public Works 316-744-7352
- Sumner County Rural Water District 5 – Water Service/Main repair and replacement.
 - Keith Leddy, Manager 316-680-7397
- City of Wichita – Water Service Installation since 2024.
 - Sean Enyart, Public Works 620-255-0352

We work closely with each respected municipality to successfully meet each request in a timely manner, that may include, but not limited to:

- Install new water service lines from the water main to meter
- Connect services for public and private developments
- Tap existing water mains
- Boring, excavation, trenching, backfilling, hydro-vacing, compaction and site restoration
- Coordinating shutoffs, testing, inspections and service activation

Thank you for the opportunity to submit our bid. We appreciate the consideration and look forward to the possibility of working together.

Sincerely,

Wilks Underground Utilities, LLC

Chad Davis

RFB 2026-001

RESPONSE FORM
On-Call Services for Installation of Water Service Utility Lines

RESPONSE FORM (RFB 2026-001)

(Must be submitted with Respondent's Bid for **On-Call Services for Installation of Water Service Utility Lines** for the CITY OF BEL AIRE)

The undersigned, on behalf of the Respondent, certifies that Respondent's submittal package: (1) is submitted without previous understanding, agreement or connection with any person, team or corporation making another proposal for the same services; (2) is submitted without collusion or fraud; (3) is submitted by a person who is legally empowered to bind the Respondent in whose name the proposal is submitted; (4) is submitted with full understanding of all provisions of the RFB; (5) if accepted by the City, is guaranteed as submitted and with any subsequent Respondent amendments approved by the City and will be implemented as stated; and (6) the Respondent, if selected by the City, will enter into a contract consistent with its proposal notwithstanding any subsequently discovered errors therein.

RESPONDENT Wilks Underground Utilities, LLC

CONTACT Chad Davis

ADDRESS 12000 W K42 Hwy CITY/STATE Wichita, KS ZIP 67221

PHONE 316-744-5152 FAX n/a

TAXPAYER I.D. NUMBER 46-2779710

WEBSITE ADDRESS n/a E-MAIL Chad@wilksunderground.com

TYPE OF ORGANIZATION (check one):

Sole Proprietorship ☐ Partnership ☐ Corporation ☒ Public Corporation ☐

Respondent acknowledges receipt of the following addenda: #1 ✓, #2 , #3

Respondent acknowledges it has examined the RFB, including all of its requirements, terms, conditions, and sections. Exceptions to any part of the RFB or any attachments or addenda thereto should be clearly delineated and detailed.

AUTHORIZED SIGNATURE: Chad Davis

TITLE Owner DATE 12/30/2024

RFB 2026-001

FEE TABLE

Item		UOM	Unit Price Year 1	Unit Price Year 2 (Option)	Unit Price Year 3 (Option)
1.	Furnish Labor, Materials, and Equipment for the Installation of 1" LONG Water Utility Service Lines	EA.	1550 ⁰⁰	TBD	TBD
2.	Furnish Labor, Materials, and Equipment for the Installation of 1" SHORT Water Utility Service Lines	EA.	1225 ⁰⁰	TBD	TBD
3.	Furnish Labor, Materials, and Equipment for the Installation of 2" LONG Water Utility Service Lines	EA.	4600 ⁰⁰	TBD	TBD
4.	Furnish Labor, Materials, and Equipment for the Installation of 2" SHORT Water Utility Service Lines	EA.	3500 ⁰⁰	TBD	TBD

Core & Main

Vendor Name

316) 721-1698

Telephone Number (including area code)

8405 W. Irving St

Vendor Address

Wichita KS 67209

Vendor City/State/Zip

Shane.hughes@coreandmain.com

Email Address

Chad Davis

Signature

Chad Davis

Print Name

Owner

Title

**AGREEMENT FOR ON CALL SERVICES FOR
INSTALLATION OF WATER SERVICE UTILITY LINES
BY AND BETWEEN
CITY OF BEL AIRE, KANSAS
AND
WILKS UNDERGROUND UTILITIES, LLC.**

This Agreement is entered into this 21st day of July, 2026, by and between the City of Bel Aire, Kansas, a Kansas municipal corporation, (hereinafter called “City”) and Wilks Underground Utilities, LLC., whose principal office is at 12000 W K42 Highway, Wichita, Kansas, 67227, Telephone Number (316) 744-5152, (hereinafter called “Contractor”).

WHEREAS, the City has experienced an ongoing need for water service line installation service and has averaged approximately 120 to 150 new service installations annually during the past three years; and

WHEREAS, in order to obtain qualified contractors to provide on-call water service line installation services, the City issued a Request for Bids (hereinafter “RFB”) on June 8, 2026; and

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

NOW, THEREFORE, the parties hereto agree as follows:

- 1. Scope of Services. City agrees to hire Contractor as an independent contractor to perform the services described in the Contract Documents (hereinafter the “Services”). Contractor shall perform the Services in a professional and workmanlike manner, in accordance with this Agreement, the Contract Documents, and all applicable specifications.

The Contract Documents consist of the following:

- EXHIBIT A1: Contractor’s Cover Letter
- EXHIBIT A2: Contractor’s Fee Table
- EXHIBIT B: City’s RFB, including all specifications, attachments, exhibits, City’s Mandatory Contractual Provisions Attachment, City’s Mandatory Independent Contractor Addendum, and other documents incorporated herein.
- EXHIBIT C: City’s Addendum No. 1

The foregoing Contract Documents are incorporated into this Agreement by reference as though fully set forth herein.

Execution of this Contract constitutes City’s written authorization to proceed with the Services.

- 2. This Agreement shall commence on the Effective Date and remain in effect for one (1) year, unless earlier terminated in accordance with this Agreement. The City anticipates issuing a new RFB before the expiration of the initial term.
- 3. Compensation. As full compensation for the Services performed under this Agreement, City shall pay Contractor in accordance with the unit prices set forth in Exhibit B (Fee Table). The unit prices shall remain firm for the term of this Agreement unless otherwise amended in writing by the parties.

Contractor shall be compensated only for Services authorized by the City and satisfactorily performed in accordance with this Agreement. Payment shall be made upon receipt and approval of properly submitted invoices in accordance with the City's standard payment procedures.

Nothing in this Agreement shall be construed as guaranteeing Contractor any minimum amount of work or compensation. The City shall pay only for Services actually requested, performed, and accepted by the City.

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

[Remainder of this Page Intentionally Left Blank]

PASSED by the Governing Body of the City of Bel Aire, Kansas, on the 21st day of July, 2026.

SIGNED by the City Manager on the _____ day of July, 2026.

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

APPROVED AS TO FORM ONLY:

Melissa Krehbiel, City Clerk

Maria A. Schrock, City Attorney

(Exhibits A1, A2, B and C are attached.)

[Remainder of this Page Intentionally Left Blank]

SIGNED by Contractor on the _____ day of July, 2026.

WILKS UNDERGROUND UTILITIES, LLC.

(Authorized Signature: Name, Title)

(Exhibits A1, A2, B and C are attached.)

[Remainder of this Page Intentionally Left Blank]

EXHIBIT A1
CONTRACTOR’S COVER LETTER



Wilks Underground Utilities, LLC
12000 W K42 Hwy
Wichita, KS 67227

Our team has extensive experience collaborating with municipalities on projects comparable to this one. Below are our references for municipal, utility or development-related work.

- City of Park City – Water Service Installation since 2022.
 - Ryan Cummins, Assistant Director or Public Works 316-744-7352
- Sumner County Rural Water District 5 – Water Service/Main repair and replacement.
 - Keith Leddy, Manager 316-680-7397
- City of Wichita – Water Service Installation since 2024.
 - Sean Enyart, Public Works 620-255-0352

We work closely with each respected municipality to successfully meet each request in a timely mannor, that may include, but not limited to:

- Install new water service lines from the water main to meter
- Connect services for public and private developments
- Tap existing water mains
- Boring, excavation, trenching, backfilling, hydro-vacing, compaction and site restoration
- Coordinating shutoffs, testing, inspections and service activation

Thank you for the opportunity to submit our bid. We appreciate the consideration and look forward to the possiblility of working together.

Sincerely,
Wilks Underground Utilities, LLC
Chad Davis

EXHIBIT A2

CONTRACTOR'S FEE TABLE

FEE TABLE

Item		UOM	Unit Price Year 1	Unit Price Year 2 (Option)	Unit Price Year 3 (Option)
1.	Furnish Labor, Materials, and Equipment for the Installation of 1" LONG Water Utility Service Lines	EA.	1550 ⁰⁰	TBD	TBD
2.	Furnish Labor, Materials, and Equipment for the Installation of 1" SHORT Water Utility Service Lines	EA.	1225 ⁰⁰	TBD	TBD
3.	Furnish Labor, Materials, and Equipment for the Installation of 2" LONG Water Utility Service Lines	EA.	4600 ⁰⁰	TBD	TBD
4.	Furnish Labor, Materials, and Equipment for the Installation of 2" SHORT Water Utility Service Lines	EA.	3500 ⁰⁰	TBD	TBD

Core & Main

Vendor Name

316) 721-1698

Telephone Number (including area code)

8405 W. Irving St

Vendor Address

Wichita KS 67209

Vendor City/State/Zip

Shane.hughes@coreandmain.com

Email Address

Chad Davis

Signature

Chad Davis

Print Name

Owner

Title



**ON-CALL SERVICES FOR INSTALLATION OF WATER SERVICE UTILITY LINES
REQUEST FOR BID (RFB) No. 2026-001**

CITY OF BEL AIRE, KANSAS

June 8, 2026

The City of Bel Aire, Kansas (“City”) is soliciting bids for **On-Call Services for Installation of Water Service Utility Lines**.

Each Contractor must mail or submit a printed copy of all items listed in the **Summary of Required Submittals** to Bel Aire City Hall, 7651 E. Central Park Ave. Bel Aire, Kansas, 67226 no later than **5:00 p.m. June 30, 2026**. All submittals shall be submitted in a manila envelope with “RFB 2026-001” written on the front of the envelope. All submittals will be opened and reviewed on **July 1, 2026, at 8:30 a.m.** at Bel Aire City Hall.

This RFB seeks to establish a one-year contract with an annual option to renew for two additional one-year periods, with a licensed, experienced contractor capable of installing water services ranging from 1-inch to 2-inch in size.

The City is currently experiencing rapid growth with over 750 platted lots in various stages of development. The City has averaged 120-150 new service installations per year for the last 3 years. The City anticipates this volume of new service installations for the next 2-3 years.

Late responses will not be accepted and will not receive further consideration.

Questions about this RFB must be submitted in writing to **Marty McGee** at mmcgee@belaireks.gov by **5:00 p.m., June 15, 2026**. Questions of a substantive nature will be answered in written form as an addendum and posted on the City’s website (www.belaireks.gov/bids) by **5:00 p.m., June 17, 2026**. **Respondents are responsible for checking the website and acknowledging any addenda in their response.**

1. The following dates are provided to assist Respondents in planning participation in the project and are subject to change without notice:

Issuance of RFB.....	June 08, 2026
Last Date to Request Clarifications, Information and Questions.....	5:00 p.m., June 15, 2026
Last Addendum Issued (If needed).....	5:00 p.m., June 17, 2026
Proposals Due	5:00 p.m., June 30, 2026
Bid Opening at Bel Aire City Hall.....	8:30 a.m., July 01, 2026
Consideration of Agreement – Bel Aire City Council.....	July 21, 2026

2. The Contractors will guarantee all work done to be free of defects for a period of two years after completion. If the Department discovers a leak, a dry set (no water), or settling of the meter box, the pipe trench, and any excavation done on the property, any defect(s) or unsafe condition during the warranty period; the Department Staff will notify the Contractor by phone or email. The Contractor has 72 hours (three calendar days) from notification to remedy the problem. If the Contractor fails to address

the issue within 72 hours of notification, the Department will proceed with the repairs and the Contractor will be billed for the repair costs incurred.

3. Prior to any excavation, the Contractor will call for the location of all underground utilities using the KS One Call system. The Contractor will be responsible for the repair of any damage caused to any underground utilities. If the Contractor damages an underground utility, the Contractor will notify the owner of that utility and will follow instructions given by the owner of the utility. The Contractor will bear all repair and restoration costs incurred for repairs to the damaged utilities.
4. The Contractor will not operate any valves on the Water Distribution system without approval from authorized representatives of the City.
5. The Contractor will protect all shrubs, trees, fences, poles, and all other assets, unless the homeowner, in writing, authorizes their removal. The Contractor will restore yards, driveways, drive approaches, building skirts, fences, parking lots, damage to the irrigation system, and other property disturbed during construction. The Contractor will restore turf, shrubs, flowerbeds, fences, and other yard elements to the satisfaction of property owners. All restoration work will be completed within 21 (twenty-one) working days after the Service Order was issued. Failure to complete restoration within 21 working days will result in the City undertaking the work and billing the Contractor for all costs incurred. The Contractor will act promptly to maintain and restore all disturbed surfaces. The Contractor will remove surplus material, tools, and equipment at the end of each day. The Contractor will haul away all dirt, rubbish, and excess material from the excavation site after completion of work at each location, and will leave the construction site clean and pleasing in appearance. The Contractor will give the completed excavation and adjacent areas final dressing with hand rakes if necessary. Should there be a delay, the Contractor will communicate with the property owner and City staff about the delay in completing the repair and restoration work. All complaints and concerns brought to the attention of the city will be promptly addressed by the contractor.
6. The cost of paving repairs need not be included in the Formal Bid. However, at any location where paving or sidewalk must be cut and removed, the Contractor will be responsible for coordinating the installation of both temporary and permanent repairs of the damaged concrete in accordance with established procedures with the City of Bel Aire Public Works and Engineering Departments.

All sidewalks and paving removed for the service line installation shall be made safe before the contractor leaves the job site. At minimum, the following procedures must be followed if the contractor leaves the job site open and unattended: caution tape and cone off the work area.

The Contractor will provide a price quote for street cut services including street repairs and setting up traffic signs. The Contractor will charge a fair market price for the cut and repair to be billed to the Department and negotiated prior to the service line installation. The Contractor will be responsible for all traffic control device installation and removal.

7. Water Department personnel reserve the right to inspect all or any part of the installation and restoration work, including but not limited to, all materials used. For all communications on the project, Contractors shall communicate closely with Public Works Director Marty McGee, Mmcgee@BelAireks.gov. Contractor's representative shall notify Marty when Contractor's crews are at a site installing the new service line at the location.
8. Installation of water services will comply with Standard Engineering Procedure Engineering Standard Water Service Detail WL-102 (disregard the Air Release Assembly, the Typical 2" Meter Setting and the 2" Service Outlet Assembly). 1" Copper tubing size polyethylene pipe will be used on both the inlet

and outlet side of the meter setting on “shorts”, and on the other side (pigtail) of the “longs”. (All pigtails must be polyethylene.)

9. Taps on water mains made for water service line(s) will be made directly across from the meter box at all times. Should there be any offsets it shall be noted in an email to the Public Works Director.
10. Upon completion of each service line installation, the Contractor must notify Public Works by email and detail which addresses are completed. Job completion is defined as; new service line can be placed in service, construction area is free of excess dirt and debris, yard and site restored is completed, no pending work remains at this location, and all work ordered is completed within 21 days of notification to contractor.
11. The Contractor will comply with Best Management Practices in accordance with the National Pollution Discharge Elimination System (NPDES) Guidelines. The BMPs shall cover only the area excavated and worked in by the Contractor to install a new water service. Neither the Department nor the Contractor will be responsible for BMPs outside the scope of work done by the Contractor.
12. The installed water meter shall be upright, level, and the meter box shall be free of mud, dirt, and debris. All water meter cans must be level and installed in the road right-of-way. If there is a sidewalk, the meter can must be between the back of the curb and the sidewalk.
13. The City is required to install assigned services within 28 days of receiving the order from the customer. The Contractor shall receive the order from City staff within 7 days of the City’s receipt of the customer order. The Contractor must install the assigned services before the City’s completion date. If the Contractor encounters a situation that keeps them from meeting the deadline, the Contractor or his representative shall contact by email the following individuals: the individual (builder, plumber, etc.) listed on the work order (listed as contact) and City of Bel Aire staff: Marty McGee. The Contractor shall notify Marty McGee via email, the next business day to keep the City informed of the situation. Failure to notify the requesting party and City staff in writing of the delay will be considered as non-compliant with bid specifications. It is imperative the Contractor communicates at all times with City staff using City email only.
14. If a Contractor fails to complete the assigned work and not fulfill the contractual obligation, in accordance with the Department guidelines, is found to be negligent, disregards the laws, substantially breaches the bid specifications; the Public Works Department shall terminate the contract with a written notice to the Contractor. Upon termination of the contract immediately, the Contractor shall be paid the contracted price for the work actually completed and upon such payment being made all obligation of the Department will be deemed as being fulfilled.

Utility Line Materials Specifications:

A. General

Service line materials are to be furnished by the Contractor under this contract includes corporation stops, service saddles, service tubing, unions and couplings, inserts, copper meter setters, meter boxes, meter rings, ERT lids, and pigtails.

The Department will furnish 20”x1” tapping saddles where taps on 20” water lines are to be made. The Contractor will furnish saddles for all other taps, which will be on 16” or smaller mains. Main sizes can range from 2” to 20”.

B. Corporation Stops

Inlet for corporation stops will be 1" AWWA thread. Outlet will be pack joint type for copper tubing or copper tubing size polyethylene.

Corporation stops will be: Ford F1000-4-NL, A.Y. McDonald 4701-22, Mueller P 15008, or Cambridge Brass 302-A4B4.

C. Service Saddles

Service saddles will be non-lead bronze with silicon bronze straps and bronze nuts.

Acceptable brands and styles are: Ford S90-604, Ford S90-804, Ford S-90-1204, A.Y. McDonald 3805, Mueller H13441, Mueller H13442X1, Cambridge Brass 810-750- A4, or Cambridge Brass 810-962-A4. Brass must be low lead, in conforming to current regulations.

D. Service Tubing

- a. Plastic tubing will be Polyethylene Style 3408 or 3416, copper tubing size unless otherwise specified; high-density or high-molecular weight; meet or exceed the requirements of Commercial Standard CS255-63 and be NSF approved; have a minimum working pressure of 200 psi with a minimum, burst pressure of 630 psi at 23EC. Yardley, Clear Cor Pro Core is not acceptable.

E. Unions and Couplings

Unions and couplings will be compression type with AWWA thread.

Unions and couplings to place tube will be pack joint.

Unions and couplings will conform to the following sizes, ends, and manufacturers:

1" unions, 3-part copper pack joint to copper compression:

Ford C44-44, A.Y. McDonald 4758T-22, Mueller P15403, or Cambridge Brass 118-B3B3

1" couplings, copper pack joint to outside IPT:

Ford C84-44, A.Y. McDonald 4754T-22, Mueller P15451, or Cambridge Brass 117-B4M4

1" couplings copper pack joint to inside IPT:

Ford C14-44, A.Y. McDonald 4754T-22, Mueller P15428, or Cambridge Brass 118-B4F4

F. Inserts

Polyethylene service lines will be strengthened with 1" inserts where connected to corporations, couplings, unions, or meter setters. Inserts will be stainless steel and will be Mueller 504385, Ford 52, Hays 6136, or A.Y. McDonald 6133T.

G. Meter Setters

Meter setters will be furnished with 360-degree Teflon-coated ball valves and without saddle nuts. Inlet and outlet connections will be pack joint type fitting for copper tubing size polyethylene.

1" Setters: Ford V84 WR44-44, A.Y. McDonald 32-4 HNTT-44157094, or Mueller B2474R

H. Meter Boxes

Height: 24"

Inside Diameter: 21.0" minimum, 21.5" maximum

Type: unslotted

Material: Polyvinyl chloride, made of Class 12364 polyvinyl chloride that conforms to the current ASTM d1784 standard, formed into a seamless tube with straight wall and minimum wall thickness of 0.432". Box ends will be smooth and even. All surfaces of the boxes will be white in color.

I. Meters and ERT's

City will install all meters and ERT's.

J. Meter Rings and ERT Lids

Meter rings and ERT lids will be provided by Contractor. Meter rings will be cast 35,000 psi good gray cast iron free from impurities and foreign bodies insofar as is customary in the industry. The ERT meter box lid will fit the meter ring per Bel Aire Specification, Standard Engineering sheet.

GENERAL SPECIFICATIONS

1. BID ITEMS

The bid price for installation of new short and long water service lines. The price shall include all labor, supply of specified materials, required equipment to excavate the pipe trench, make the water tap and install the road crossing and any other items required to fully construct and complete the installation of service lines.

2. RESTORATION

Contractors shall, as a condition of final payment, restore all right-of-way and adjacent private property that have been disturbed, damaged, or otherwise affected by the installation of the service line. The restoration work completed shall be equal to or better than existed prior to the commencement of construction of the service line. Such restoration shall include but not limited to: regrading and seeding and/or sodding of areas where grass was planted and growing prior to construction; provided however, such regrading and seeding of lawn areas, when completed, shall be considered to be restoration of an area to a condition equal to or better than previously existing grass growth. If the customer requires sod rather than seed, the Contractor will use sod. The Contractor shall have no responsibility to ensure growth of such seeded/sodded area (s). This restoration shall be considered part of the contract work and Contractor shall be responsible for the performance of such work in the same manner as is responsible for the performance of the contract work.

The Contractor shall be responsible for the restoration of yards, driveways, drive approaches, building skirts, fences, gates, parking lots, damage to the irrigation system, and other property disturbed during the installation of the service line.

3. COMMUNICATION

Good, open, and constant communication between the Contractor's representative (s) and the City personnel is critical for successful and timely completion of the service line installation and closeout of the work orders. All communication with City staff shall be via email. Phone conversations shall be followed up with an email to City Staff with a brief overview of what was discussed.

City Representatives:

- a. Public Works Director
Marty McGee: mmcgee@belaireks.gov
Office: 316-744-2888
- b. Assistant Public Works Director
Jon Stehman: jstehman@belaireks.gov
Office: 316-744-2888

Contractor's representative shall email both Marty McGee and Jon Stehman to keep them informed of the start and completion date of each grouping of service line installs. City representatives reserve the right to visit the job site to inspect the service line installation, clean up, and restoration work for each address/location of the new service line installation prior to closing out the work order. All safety concerns brought to the attention of the contractor shall be fully resolved within twenty-four (24) hours of initial contact by City Staff.

4. BACKFILL REQUIREMENTS

All trenches shall be backfilled with sand. Sand backfill material shall be flushed and shall be placed in six (6) feet maximum lifts when the trench is within alley or street right-of-way, and in 12 (twelve) feet maximum lifts when the trench is outside of alley or street right-of-way. Each lift shall be thoroughly consolidated. All holes opened up shall be filled with sand up to one foot (1') from the top and flushed with water and vibrated. At the meter setter, fill the hole up to the bottom of the setter. Remove all excess dirt, excavated material and debris from the job site. All sand used for backfilling shall be clean and free of debris.

5. UNDERGROUND IRRIGATION SYSTEMS

Properties within the project area may have underground irrigation systems (lawn sprinklers) which could conflict with the trench excavation and installation of new service lines. Contractor shall remove such components as needed during the construction of the project, salvage all sprinkler heads, valves, operators, controllers, and associated equipment for reinstallation. Portions of underground irrigation systems not in conflict with new construction shall be protected from damage. The Contractor is to communicate with property owner to ensure that work completed as part of the service line project does not adversely affect the operation of the existing irrigation system on private property. The Contractor is to coordinate final site restoration with the property owner to ensure the system is operating as previously before the service line work project commenced. All work associated with this effort will not be paid for separately.

6. SAFETY EQUIPMENT

Contractor is responsible for furnishing and installing all required SAFETY EQUIPMENT to ensure that all open holes and excavation areas made are protected and safe at all times. The use of required shoring equipment, ladders, dewatering pumps etc. may be necessary. All pipe trenches must comply with OSHA guidelines and be made safe at all times for personnel to enter the trench and perform the required work. All safety equipment supplied, installed and maintained shall meet/exceed and comply with OSHA requirements. All unsafe trenches or holes shall be brought to the attention of the contractor's representatives for immediate correction. All open holes and trenches shall be secured and cordoned off using approved orange fence at all times to protect the citizens and members of the public.

7. DEFAULT OF CONTRACT

The contractor shall be considered to be in default of the contract if but not limited to the following items by the Contractor:

- a. Fails to begin and complete the installation of the new water service line; all cleanup and restoration of all disturbed areas to its original condition within 21 days.

All costs and charges incurred by the City, together with the cost for completing the work under the contract, will be deducted from any monies due for which may become due to the said Contractor.

8. PAYMENT

Payment for the installation of the long and short service lines as listed in the contractor's proposal will be made in accordance with this contract (lump sum plus any additional authorized work). The payment shall be compensation in full for furnishing all labor, materials, equipment, and appearances necessary to complete the work in a satisfactory professional manner as shown on the plans and as required in the specifications, with all connections, testing, and related work completed. Each item, fixture, piece of equipment, etc. shall be complete with all necessary connections and appurtenances as specified for the satisfactory use of the water service line. No additional payments will be made for work related to any items unless specially authorized by the Public Works Director. All invoices shall be reviewed by city staff and approved for payment barring no delays in work completion or any other issues.

9. ISSUING OF WORK

The City does not guarantee issuing a maximum or minimum number of installations per week or month to the successful bidder. Refusing to accept any new requests for work and not proceeding with the installation of the service line would be construed as default to the contract and subject to termination of the contractual agreement.

LIABILITY INSURANCE SPECIFICATIONS

The **Successful Bidder** will be required to furnish a Certificate of Insurance (prior to the Purchase Order, Agreement, or Contract being issued) with the following minimum coverage:

1. Commercial General Liability

Covering premises---operations, xcu hazards, Product/Completed Operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate
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Property Damage Liability	\$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate
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Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate
--	---

2. Comprehensive Automobile Liability

All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

Bodily Injury Liability	\$1,000,000 Each Occurrence
Property Damage Liability	\$1,000,000 Each Occurrence

Or

Bodily Injury and Property Damage
Liability (Combined Single Limit)

\$1,000,000 Each Occurrence

3. Workers' Compensation to meet Statutory requirements.

4. Employers' Liability

\$1,000,000 Each Accident
\$1,000,000 Occupational Disease
\$2,000,000 Annual Aggregate

The Insurance Certificate must contain the following:

The City of Bel Aire shall be added as primary and non-contributory additional insured. The policy shall also provide coverage for contractor's/vendor's contractual obligations created in the Agreement. Coverage shall be the greater of the requirements stated here or the contractor's existing policy.

SUMMARY OF REQUIRED SUBMITTALS:

1. A statement of the respondent's background, experience, and understanding of the services required.
2. At least three (3) references (name of business, address, contact person, phone number, date of services, and scope of services) unless your firm has provided similar services to the City.
3. Any additional information believed necessary to assist the City in evaluating your bid.
4. The **"Response Form"**.
5. A completed **"Fee Table"**

CITY OF BEL AIRE MANDATORY CONTRACTUAL PROVISIONS AND MANDATORY INDEPENDENT CONTRACTOR ADDENDUM:

1. A copy of the City of Bel Aire's Mandatory Contractual Provisions and Mandatory Independent Contractor Addenda are attached to this RFB as Exhibit A and Exhibit B respectively. Respondent shall review and provide any requested changes to Exhibit A and/or Exhibit B for the City to consider as part of their submittal.

RESPONSE FORM
On-Call Services for Installation of Water Service Utility Lines

RESPONSE FORM (RFB 2026-001)

(Must be submitted with Respondent's Bid for **On-Call Services for Installation of Water Service Utility Lines** for the CITY OF BEL AIRE)

The undersigned, on behalf of the Respondent, certifies that Respondent's submittal package: (1) is submitted without previous understanding, agreement or connection with any person, team or corporation making another proposal for the same services; (2) is submitted without collusion or fraud; (3) is submitted by a person who is legally empowered to bind the Respondent in whose name the proposal is submitted; (4) is submitted with full understanding of all provisions of the RFB; (5) if accepted by the City, is guaranteed as submitted and with any subsequent Respondent amendments approved by the City and will be implemented as stated; and (6) the Respondent, if selected by the City, will enter into a contract consistent with its proposal notwithstanding any subsequently discovered errors therein.

RESPONDENT _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____

TAXPAYER I.D. NUMBER _____

WEBSITE ADDRESS _____ E-MAIL _____

TYPE OF ORGANIZATION (check one):

Sole Proprietorship _____ Partnership _____ Corporation _____ Public Corporation _____

Respondent acknowledges receipt of the following addenda: #1 _____, #2 _____, #3 _____

Respondent acknowledges it has examined the RFB, including all of its requirements, terms, conditions, and sections. Exceptions to any part of the RFB or any attachments or addenda thereto should be clearly delineated and detailed.

AUTHORIZED SIGNATURE: _____

TITLE _____ DATE _____

FEE TABLE

Item		UOM	Unit Price Year 1	Unit Price Year 2 (Option)	Unit Price Year 3 (Option)
1.	Furnish Labor, Materials, and Equipment for the Installation of 1" LONG Water Utility Service Lines	EA.			
2.	Furnish Labor, Materials, and Equipment for the Installation of 1" SHORT Water Utility Service Lines	EA.			
3.	Furnish Labor, Materials, and Equipment for the Installation of 2" LONG Water Utility Service Lines	EA.			
4.	Furnish Labor, Materials, and Equipment for the Installation of 2" SHORT Water Utility Service Lines	EA.			

 Vendor Name

 Telephone Number (including area code)

 Vendor Address

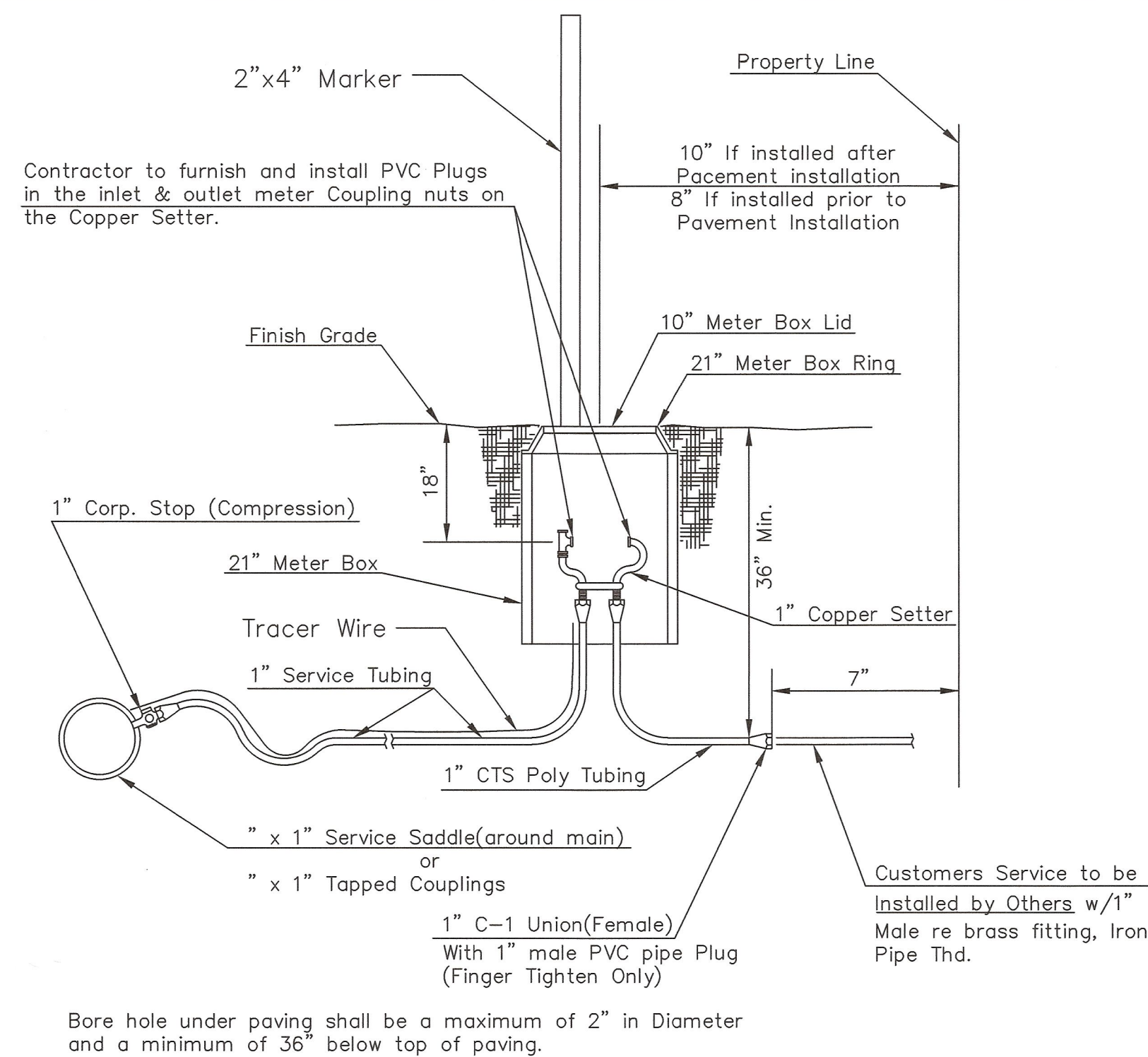
 Vendor City/State/Zip

 Email Address

 Signature

 Print Name

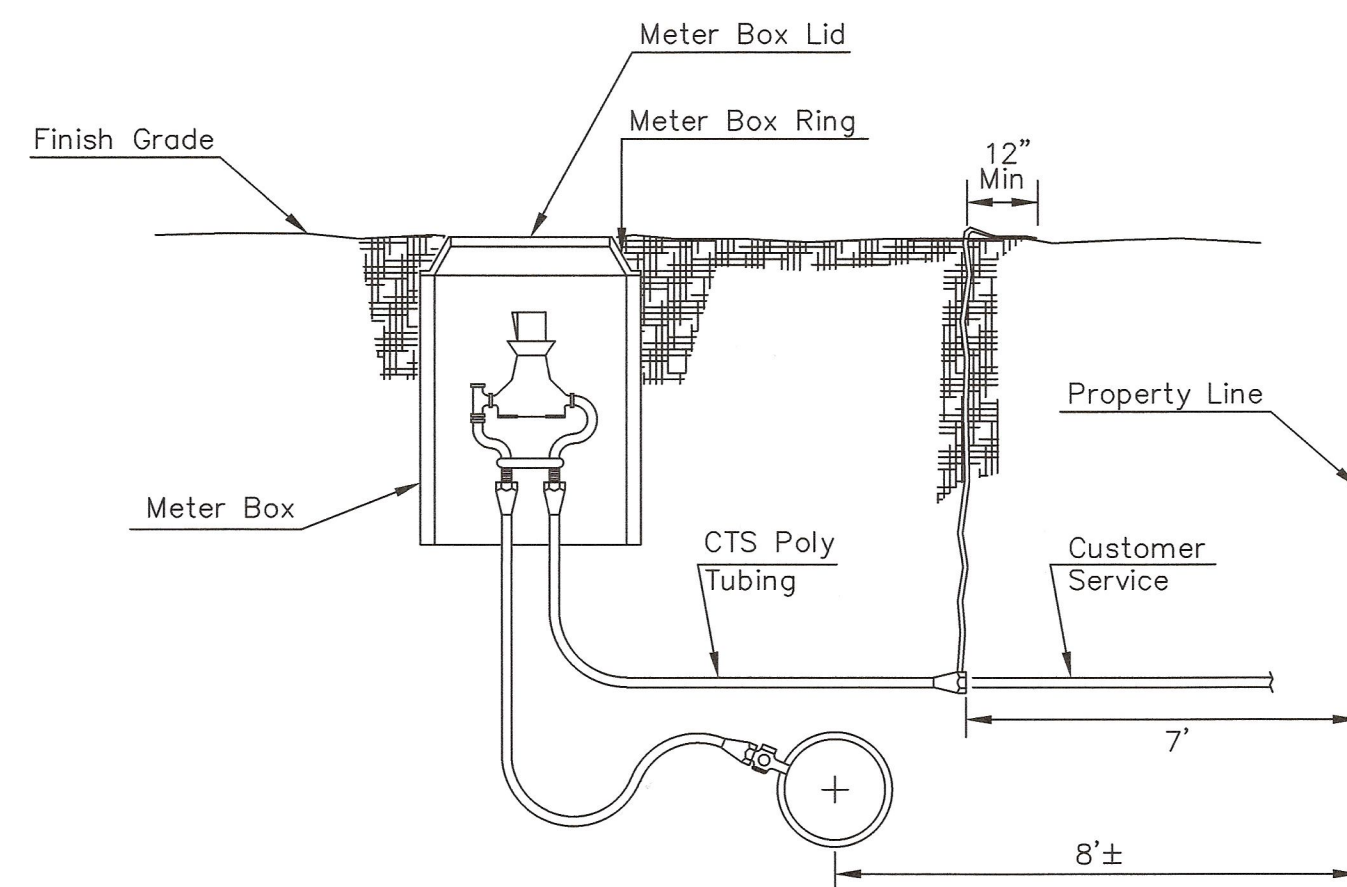
 Title



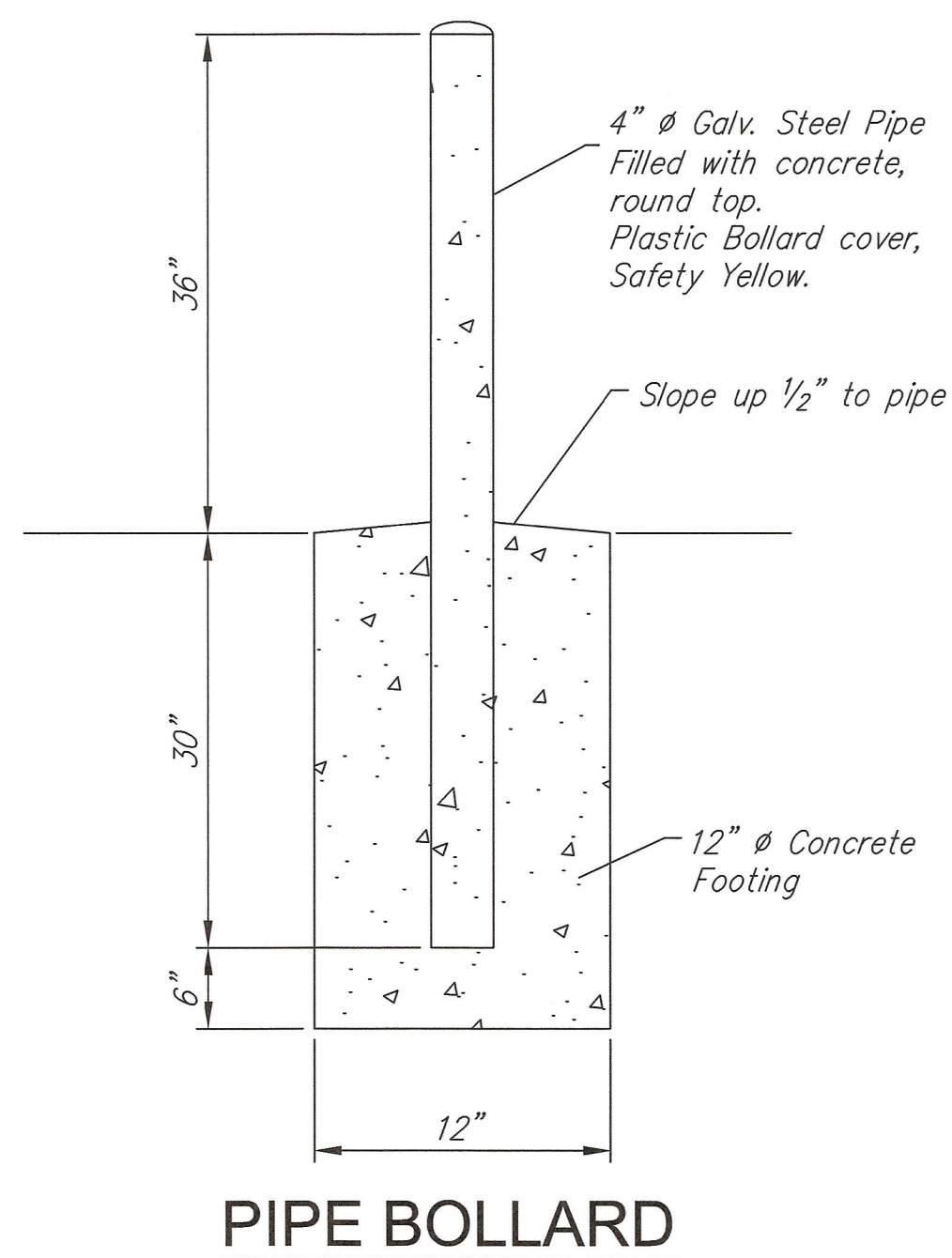
Note: Service Saddles are not required on top of 8" mains or larger

Meter boxes will be located on each lot to be served, as indicated in the SPECIAL PROVISIONS

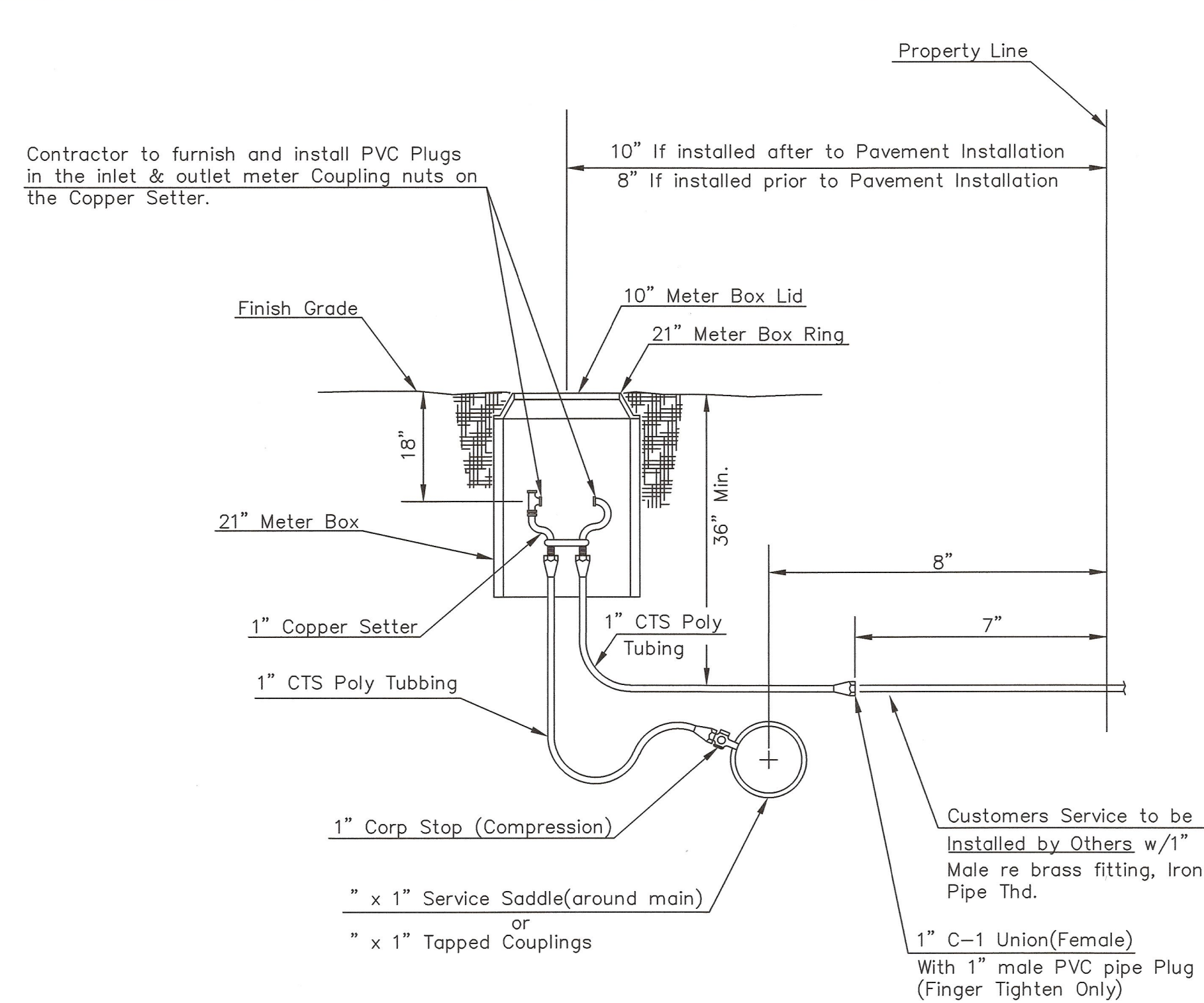
TYPICAL METER SETTING LONG SERVICE 1"



TYPICAL METER SETTING PLASTIC FLAGGING



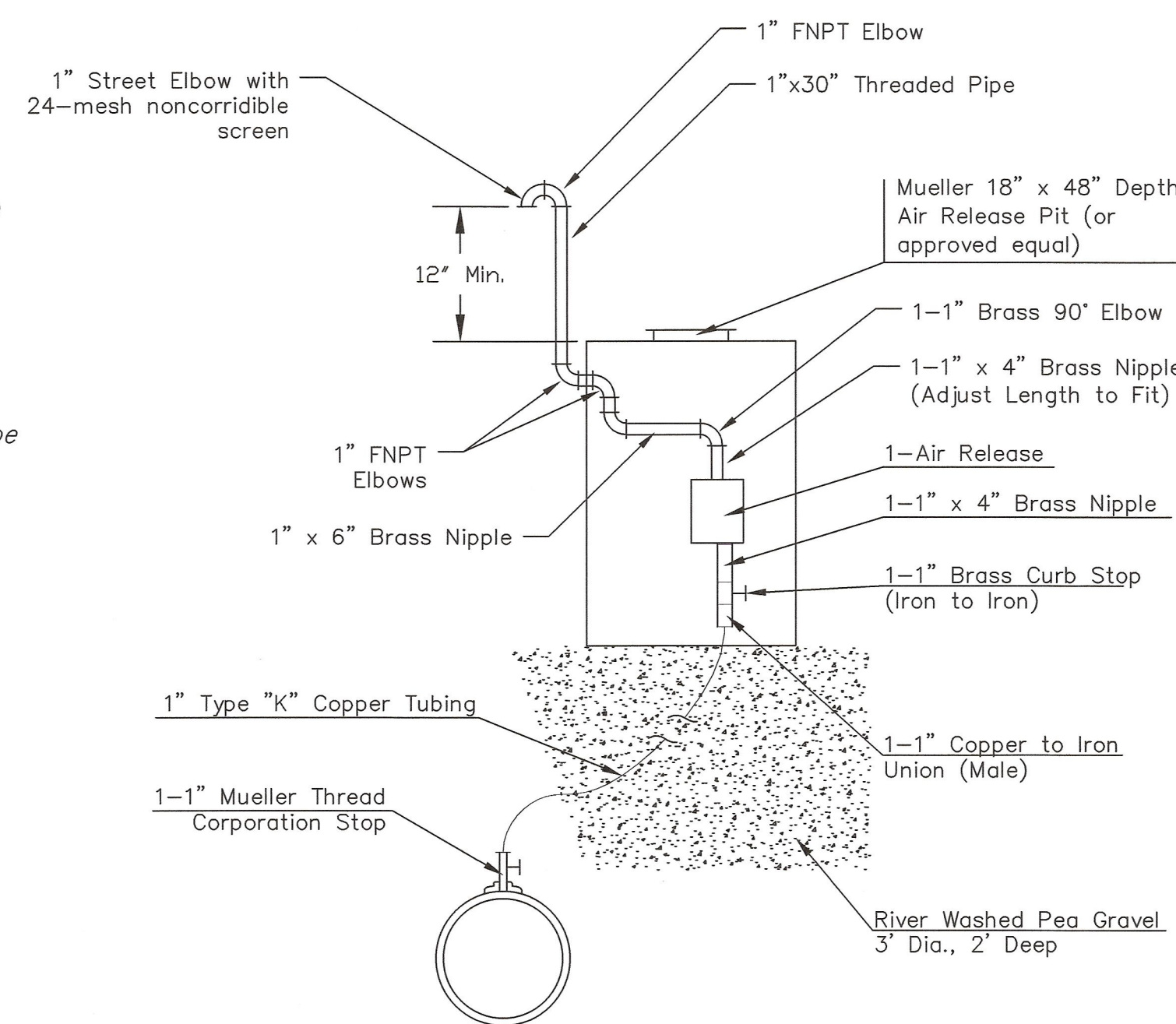
PIPE BOLLARD



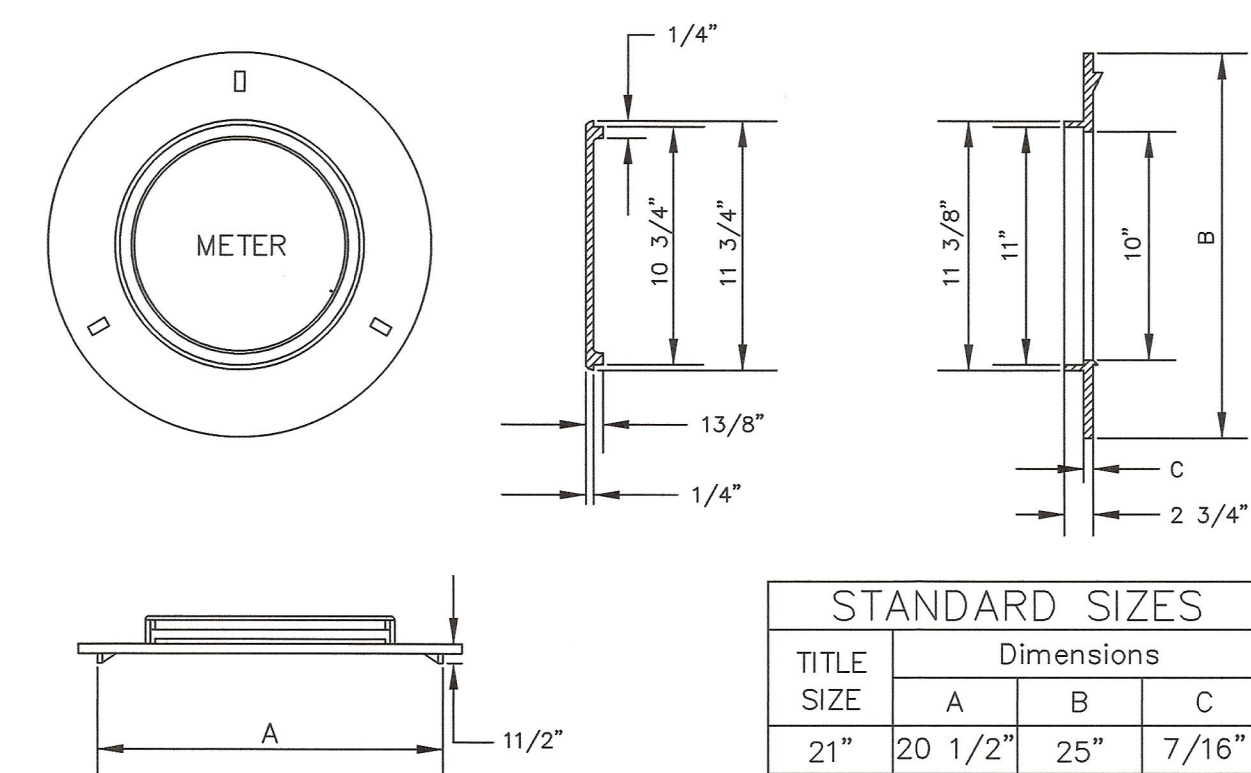
Note: Service Saddles are not required on top of 8" mains or larger

Meter boxes will be located on each lot to be served, as indicated in the SPECIAL PROVISIONS

TYPICAL METER SETTING SHORT SERVICE 1"



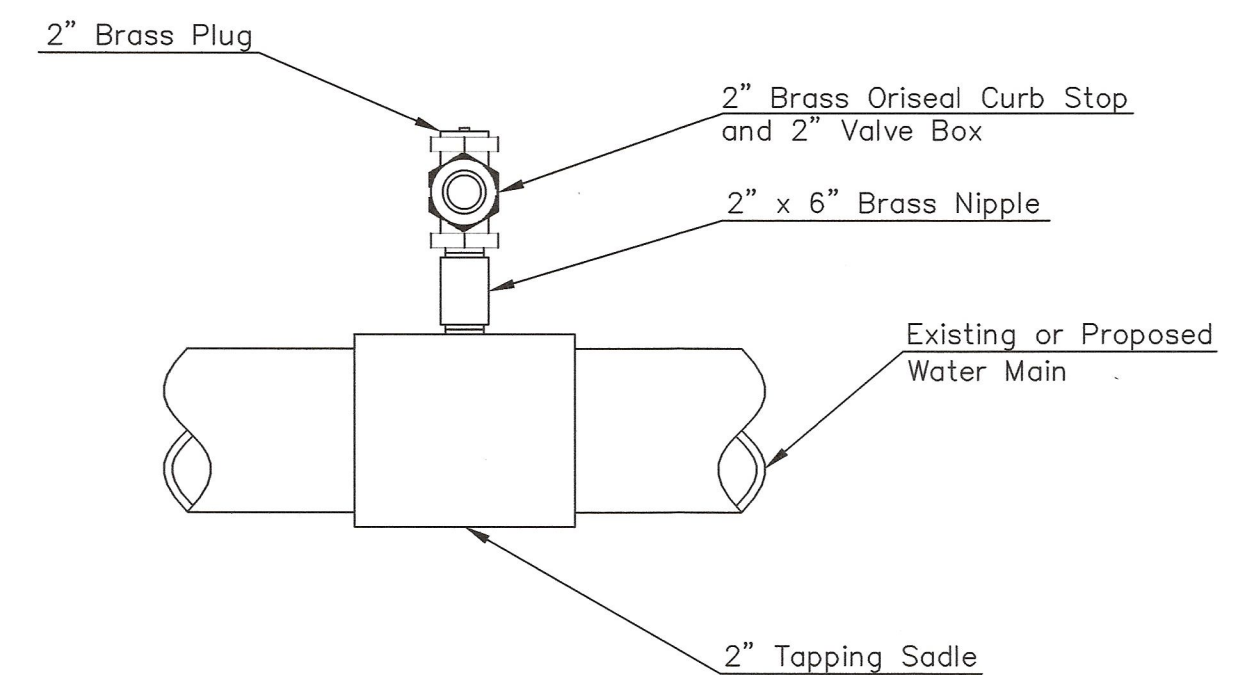
AIR RELEASE ASSEMBLY



TITLE SIZE	Dimensions		
	A	B	C
21"	20 1/2"	25"	7/16"

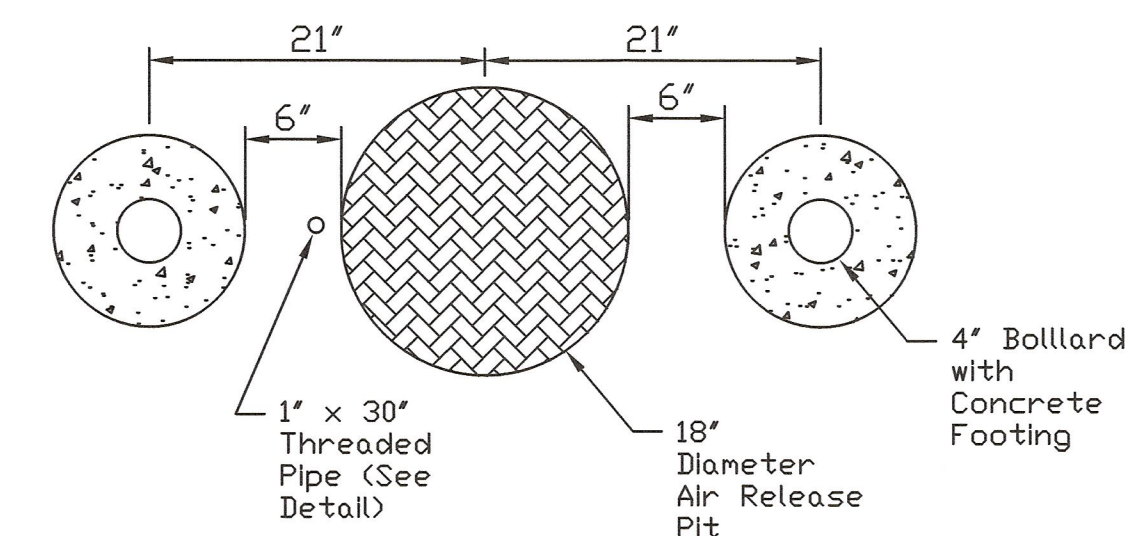
Other Approved Ring And Lids: Ford Meter Box Co. Inc.
21" Ring & Lid Catalog No. C-4

RING & LID FOR METER VAULTS

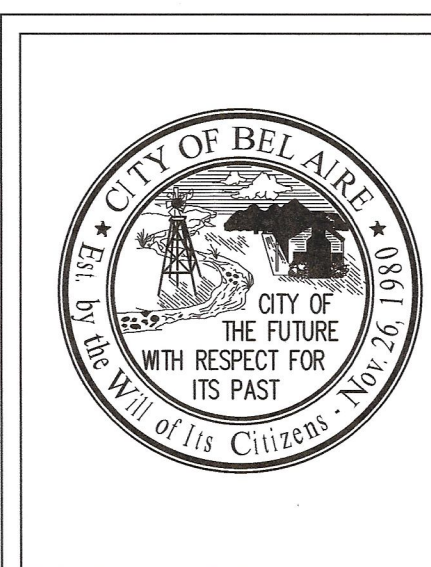


Note: Where the 2" service outlet assembly is to be used to connect a 2" main to another main, the 2" valve shall be a 2" IPT Gate Valve. 2" Ball or Globe valve shall not be approved for this use.

2" SERVICE OUTLET ASSEMBLY



- 1 - 1" Mueller Thread Corporation Stop
- 1 - 1" Type "K" Copper Tubing
- 1 - 1" Copper to Iron Union (Male)
- 1 - 1" Brass Curb Stop (Iron to Iron)
- 3 - 1"x4" Brass Nipple
- Air Release
- 5 - 1" Brass Elbows (90°)
- 1 - 1"x6" Brass Nipple
- 1 - 1"x1" Brass Nipple
- 1 - Mueller 1" Air Release Pit
- 1 - 1"x30" Threaded Pipe
- 1 - 1" Brass Elbow with screen



STANDARD WATER SERVICE DETAILS

CITY OF BEL AIR, KANSAS

PROJECT NUMBER

DRAWING NAME

WTRMTR.DWG

DATE

JAN 2003

SHEET OF

EXHIBIT A
CITY OF BEL AIRE MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions.** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due to Lack of Funding Appropriation.** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. **Disclaimer of Liability.** As a Kansas municipality, City shall not be obligated to protect, defend, hold harmless, or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*). City specifically reserves and does not intend to waive any defenses, limitations of liability or damages, and/or immunities available to it under the Kansas Tort Claims Act or other state or federal law. It is understood that the duty to indemnify or hold harmless includes the duty to defend. This indemnification and hold harmless clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages. In no event shall either party be obligated to indemnify the other on account of the negligence or willful misconduct of the party seeking indemnity or any agent or employee thereof.
5. **Acceptance of Agreement.** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration. Damages. Jury Trial and Warranties.** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract.** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes.** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide the Contractor a certificate of tax exemption. City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance.** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.
12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted to ensure that the City shall always stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, *et seq.*, as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
 - a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.
 - b. In all solicitations or advertisement for employees, the Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.
 - d. Contractor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or Contractor.
 - e. Exempted from these requirements are:
 1. Any Contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).
 2. Any Contractor who employs fewer than four (4) employees during the term of this Contract.
 3. Contractor who hold contracts with the City with a cumulative total of five thousand dollars (\$5,000.00) or less during the City's Fiscal Year.
 - f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson

Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the Contractor shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973; the Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated thereunder. Any finding adverse to the Contractor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City, must determine whether the Contractor has been excluded from the system and any federal funding received, or to be received, by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
15. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
16. **No Assignment.** The services to be provided by the Contractor under this Contract are personal and cannot be assigned, delegated, sublet, or transferred without the specific written consent of the City.
17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.
18. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.
19. **Bankruptcy.** Contractor shall be considered to be in default of this Contract in the event Contractor: (i) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by Contractor for the purpose of effecting any of the foregoing.
20. **Ownership of Data.** All data, forms, procedures, software, manuals, system descriptions, and workflows developed or accumulated by Contractor in relation to this Agreement shall be owned by City and shall be handed over and/or returned to City upon the expiration or termination of this Agreement. Contractor shall not release any such materials without written approval of the City.
21. **Tariffs.** If Contractor chooses to use foreign products or goods during the execution of this agreement, Contractor shall not directly invoice tariff costs to the City. The City will consider a reasonable price adjustment only after conclusion of the initial contract term but reserves the right to not pick up option years of the contract if, in its sole

discretion, the City determines the price increase no longer provides the best value to the City.

22. **Contractor Use of Artificial Intelligence.**

a. **Meeting Recording, Transcription, and Confidential Information.** The City does not consent to, and expressly rejects, the use by Contractor of Artificial Intelligence ("A.I.") note takers in, and recordings of, meetings with City officials and staff unless specifically approved by the City (project manager or higher) prior to the initiation of the meeting. This includes use by Contractor for training its A.I. programs, services, and platforms. Any transcripts, recordings, summaries, or AI-generated outputs approved by the City and created in connection with City meetings or City data shall be treated as City Confidential Information. Contractor shall not retain such materials longer than required to perform services necessary and incidental to the contract, and upon the City's request, Contractor shall promptly return or securely delete such materials and certify deletion in writing. Only the City Manager or City Attorney may approve a request for an exemption to these requirements.

EXHIBIT B
CITY OF BEL AIRE MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

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

RFB No. 2026-001

ON-CALL SERVICES FOR INSTALLATION OF WATER SERVICE UTILITY LINES

REQUEST FOR BID

Addendum #1

- I. Questions submitted via Email Prior to the June 15, 2026, 5:00 p.m. Deadline for Clarifications, Information, and Questions.

1. What type of meter lid are you going to require?

Answer: The City has been using SIP model 5244 with a recessed hole and would like to continue using this model for continuity.

2. Is tracer wire required for long services?

Answer: Yes.

3. On the bid sheet there is no bid item for 2” long and short services.

Answer: Thank you for bringing this to our attention. The Fee Table has been updated on the RFB to include unit prices for long and short services for 1” and 2” lines.

4. The price of water service products varies constantly from year to year; would the City be willing to set the initial contract price with this RFB and then negotiate renewal pricing at the end of the contract period if they choose to exercise the contract renewal option?

Answer: The City recognizes the volatility with the pricing of water service products, thus highlighting the need for the City to be able to forecast expenses as accurately as possible. Please indicate a proposed fee for years two and three. The fee could be on a cost-plus percentage basis, fixed amount, or any other way to set a reasonable expectation of potential increases.

5. Is the project sales tax exempt?

Answer: Yes.

6. Is a bid bond required for this project?

Answer: This RFB is for on-call services, which may result in one or two lines needing installed at a time. Bid bonds will not be required for this RFB.

City of Bel Aire, Kansas

STAFF REPORT

DATE: July 21, 2026

TO: Ted Henry, City Manager

FROM: Barry Smith, Finance Director

RE: 45th Street Project Authorization Resolution



BACKGROUND:

The Design phase of the 45th St. reconstruction project from Oliver to Woodlawn is nearing completion. The next step in the project timeline includes right of way acquisition, utility relocations, construction engineering, and construction. Before the City can proceed with these portions of the project, a project authorization resolution is needed. The project authorization resolution formally authorizes the project and allows the City to be reimbursed for expenditures made related to the project before financing has been obtained.

FINANCIAL CONSIDERATION:

The current total estimated cost of the project is \$17,688,285. The City portion of the project includes 100% of all preliminary costs including design, utility relocation, right-of-way acquisition and 20% of all construction and construction engineering costs. The total City portion is estimated at \$6,000,000. The project authorization resolution authorizes the City to utilize general obligation bonds to finance the City portion of the project.

RECOMMENDATION:

Approve and adopt the project authorization resolution for the 45th St reconstruction project from Oliver to Woodlawn.

GILMORE & BELL, P.C.
07/14/2026

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON JULY 21, 2026**

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

Absent:

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

* * * * *

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION OF THE CITY OF BEL AIRE, KANSAS AUTHORIZING
CERTAIN IMPROVEMENTS TO 45TH STREET IN THE CITY AND THE
ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PAY COSTS
OF SUCH IMPROVEMENTS.**

The Resolution was considered and discussed; and thereupon on motion of Councilmember _____, seconded by Councilmember _____, the Resolution was adopted by the following vote:

Yes: _____

No: _____

Thereupon, the Resolution having been adopted by majority vote of the Governing Body, it was given No. R-26-___; was directed to be signed by the Mayor and attested by the City Clerk.

* * * * *

(Other Proceedings)

(Seal)

City Clerk

GILMORE & BELL, P.C.
07/14/2026

RESOLUTION NO. R-26-__

A RESOLUTION OF THE CITY OF BEL AIRE, KANSAS AUTHORIZING CERTAIN IMPROVEMENTS TO 45TH STREET IN THE CITY AND THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PAY COSTS OF SUCH IMPROVEMENTS.

WHEREAS, K.S.A. 14-570 and K.S.A. 14-571, as amended by Charter Ordinance No. 19 of the City of Bel Aire, Kansas (the "City") (enacted pursuant to the provisions of Section 5(c) of Article 12 of the Constitution of the State of Kansas) and K.S.A. 12-101 *et seq.* (collectively the "Act"), provides that whenever the Governing Body of the City has approved a master capital improvements plan (the "Plan") for the physical development of the City within the boundaries of the City, including the acquisition of land necessary therefore, the acquisition of equipment, vehicles or other personal property to be used in relation thereto, and may provide for assumption and payment of benefit district indebtedness heretofore created for public improvements, and which Plan may require a number of years to execute, and such Plan is approved by the Governing Body, the City is hereby authorized to issue its general obligation bonds (the "Bonds") in an amount sufficient to carry out such Plan and associated costs; and

WHEREAS, the Plan includes the reconstruction of East 45th St. North from North Oliver Avenue to North Woodlawn Street to a 3-lane, curb and gutter section with a 10-foot multi-use path and 6-foot sidewalk, and improvements at the 45th and Oliver intersection (the "Project"); and

WHEREAS, the Governing Body of the City determines it advisable to provide for the payment of a portion of the costs of the Project, as provided by the Act.

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

SECTION 1. Project Authorization. The Project is hereby authorized, ordered and directed, at an estimated total cost of \$17,688,285.

SECTION 2. Bond Authorization. Project costs for which the City is responsible and associated financing costs shall be payable, in whole or in part, by the issuance of general obligation bonds of the City (the "Bonds") in the amount of \$6,000,000, under the provisions of the Act, with other Project costs payable from other funds available through the Wichita Area Metropolitan Planning Organization (WAMPO).

SECTION 3. Reimbursement. The Bonds authorized pursuant to this Resolution are authorized to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation §1.150-2.

SECTION 4. Effective Date. This Resolution shall take effect and be in force from and after its adoption. This Resolution shall not be subject to any publication, petition in opposition or election under the Act.

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ADOPTED by the Governing Body of the City of Bel Aire, Kansas on July 21, 2026.

Mayor

(SEAL)

ATTEST:

Clerk

City of Bel Aire, Kansas

STAFF REPORT



DATE:

TO: Ted Henry, City Manager
FROM: Anne Stephens, City Engineer
RE: 45th Street Land Acquisition

Current Situation:

As the 45th Street Reconstruction project moves through the design process, Garver has identified 18 parcels of property that the City will need to either purchase right-of-way, acquire a temporary construction easement, or acquire a permanent drainage easement.

Goals:

- To acquire the land necessary for the project in a timely manner following KDOT's land acquisition guidelines.

Discussion:

The process of obtaining temporary construction easements and permanent right-of-way is a very time intensive process. In a nutshell, the steps are as follows:

1. Preparation of individual parcel descriptions and exhibits that show exactly what land needs to be acquired.
2. Conduct an appraisal, which includes a valuation for each parcel of land so the City has a "fair market value" for each parcel needed.
3. Valuations approved by City Council.
4. Property owners contacted to start the negotiation process.
5. Transactional documents prepared and signed by both parties.

Since this project is federally funded, there are specific guidelines that must be followed during each step. Staff recommends contracting with a company who has performed similar acquisitions and is familiar with the KDOT process so we do not jeopardize the process or the federal funding.

Financials:

The City is required to pay 100% of all land acquisition costs related to the 45th Street Reconstruction project. The City's portion of this project will be paid for with temporary note proceeds. After three years, the temporary note will be refinanced with a GO Bond and the City will pay annual debt service payment over the next 20 years.

Staff contacted three firms to provide quotes on land acquisition services and of which only three responded.

Bowman Realty Consultants, LLC

Just Compensation Valuation Service	Amount
Single Family Residential	\$900.00
Non-Single Family Residential	\$900.00
Appraisal fee for damages in excess of \$10,000	
Single Family Residential	\$300.00 (Hourly)
Non-Single Family Residential	\$300.00 (Hourly)
Acquisition Services	
Single Family Residential	\$4,500.00
Non-Single Family Residential	\$4,500.00
Hourly rate for Additional Services, including Condemnation Proceedings	\$250/Hour
Other Fees	
Title Services	\$525.00 (Per Parcel)
Closing & Recording Services	\$700.00 (Per Parcel)
Review Appraisal	\$2,500.00 (Per Parcel)

Skeens Consulting Services

Just Compensation Valuation Service	Amount
Single Family Residential	\$850.00
Non-Single Family Residential	\$1,150.00
Appraisal fee for damages in excess of \$10,000	
Single Family Residential	\$1,250.00
Non-Single Family Residential	\$1,700.00
Acquisition Services	
Single Family Residential	\$900.00
Non-Single Family Residential	\$1,100.00
Hourly rate for Additional Services, including Condemnation Proceedings	\$275.00/Hour – Allen
	\$375.00/Hour – Kevin/Derek
Other Fees	
Title Work O&E Reports	\$250.00 (Per Tract)
Review Appraisal – Single Family Residential	\$900.00
Review Appraisal – Non-Single Family Residential	\$1,200.00

Land Acquisitions, Inc.

Just Compensation Valuation Service	Amount
Single Family Residential	\$450.00/parcel
Non-Single Family Residential	\$450.00/parcel
Appraisal fee for damages in excess of \$10,000	
Single Family Residential	\$2,500.00
Non-Single Family Residential	\$1,700.00
Acquisition Services	
Single Family Residential	\$1,900.00
Non-Single Family Residential	\$1,900.00
Hourly rate for Additional Services, including Condemnation Proceedings	\$225.00/Hour
Other Fees	
Title Work	\$300.00 (Per Tract)
Review Appraisal	\$750.00

Recommendation:

Skeens Consulting Services and Land Acquisitions, Inc., have both worked in the area and are familiar with obtaining properties following KDOT's Land Acquisition Guidelines. They are also both comparable in fees, with Skeens Consulting Services being slightly less.

Skeens Consulting Services provided the land acquisition services on both the Woodlawn, 37th to 45th Reconstruction Project as well as the 53rd, Oliver to Woodlawn Reconstruction Project.

Land Acquisitions, Inc., has performed right-of-way and easement acquisition services on multiple projects for the City of Wichita and KDOT.



**PROPERTY ACQUISITION SERVICES
REQUEST FOR STATEMENT OF QUALIFICATIONS (“RFSQ”) No. 2026-002**

Right of Way Acquisition Services for

CITY OF BEL AIRE, KANSAS

May 20, 2026

The City of Bel Aire, Kansas (“City”) is soliciting statements of qualifications for consulting services to assist in property acquisition for the project titled “**45th Street N. Reconstruction from Oliver St. to Woodlawn Ave.**” **KDOT Project No. 087-N-0823-01.** Each “Respondent” must submit at least one printed copy of their response, completed response form, and completed fee table to Bel Aire City Hall, 7651 E. Central Park Ave. Bel Aire, Kansas 67226, no later than **5:00 p.m. June 23, 2026.**

Late responses will not be accepted and will not receive further consideration.

Questions about this RFSQ must be submitted in writing to **Anne Stephens, P.E.** at astephens@belaireks.gov by **5:00 p.m., June 12, 2026.** Questions of a substantive nature will be answered in written form as an addendum and posted on the City’s website (www.belaireks.gov/bids) by **5:00 p.m., June 16, 2026.** **Respondents are responsible for checking the website and acknowledging any addendums in their response.**

Information provided in your response will be considered proprietary and will not be divulged to third parties during the review process unless otherwise required by law. Because the services sought will require the expenditure of public funds, part or all of the successful proposal, as well as the resulting contract, will likely be public records within the meaning of the Kansas Open Records Act. Prior to acceptance of a proposal, the information contained in each proposal will be used for evaluating the ability of your team to complete this project and **will not** be shared with persons not involved with the selection process unless otherwise required by law.

1. ABOUT THIS DOCUMENT

This document is a request for statement of qualifications, not an invitation to bid. The City seeks to identify the Respondent best able to satisfactorily complete the project. Qualifications will be evaluated based upon criteria formulated around the most important features of the service. Quality, references, experience, availability, capabilities, fee range and project approach will be considered in awarding a contract. The City will thoroughly review all timely submittals received. It is anticipated a contract will be executed with the Respondent having qualifications that best meet the needs of the City; however, the City reserves the right to reject all proposals or responses or to cancel the RFSQ process or project.

2. BACKGROUND and OBJECTIVES/SCOPE OF SERVICE

Respondents will be evaluated on experience, quality, workload, schedule and fee range. The City seeks a right-of-way acquisition firm that will provide all required services, including labor, equipment, material and consumables, necessary to complete the project described below and in the “Scope of Service.” If the City desires to proceed after evaluating the proposals, staff will recommend award of a contract to the Bel Aire City Council.

- The service requested is to assist in acquiring easements and right of way on 17 tracts of land necessary for the construction of “45th Street N. Reconstruction from Oliver St. to Woodlawn Ave.”. Tracts requiring acquisition are identified on the attached tract map. No changes in the number of tracts are expected but the number could fluctuate. The targeted acquisition completion date is **November 1, 2026**. Offers are expected to be made in person providing landowners are available to meet. The City will meet with the selected consultant as necessary to complete the acquisitions and provide the following:
 - Prompt reviews and feedbacks
 - Tract maps with accompanying legal descriptions
 - Project Plans

The Scope of Service shall include, but may not be limited to:

- Attend initial meeting with City staff to discuss and determine project parameters and objectives.
- Attend other meetings as required to successfully complete the project
- Perform property acquisition activities in accordance with KDOT requirements and regulations
- Provide paperwork, forms, reports and documentation according to KDOT requirements
- Keep extensive and thorough negotiation notes. Notes are to be updated after each communication with property owners
- Notarization of all required documents – (City can assist with this)
- Obtain all necessary mortgage releases (if applicable)
- Verify clear title of subject tracts
- Verify legal descriptions
- Perform all appropriate and expected acquisition presentations
- Provide periodic progress reports indicating the current status of all acquisition activities
- Provide appraisals and appraisal reviews
- Provide Title Work for subject properties
- Provide purchase documents to include an offer letter, payment voucher, W-9 and right of way agreement or easement documents.

3. CONFIDENTIAL MATTERS; DATA OWNERSHIP

The Respondent selected (“Consultant”) will be required to agree that:

- a. All data, records and information, which Consultant, its agents and employees create, and is the subject of this solicitation, remains at all times exclusively the property of the City;
- b. All such data, records and information constitute at all times proprietary information of the City;
- c. Consultant will not disclose, provide, or make available any such proprietary information in any form to any person or entity;

- d. Consultant will not use any names or addresses contained in such data, records and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data;
- e. Consultant will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data;
- f. Consultant will take all reasonable steps and the same protective precautions to protect the City’s proprietary information from disclosure to third parties as with successful proposer’s own proprietary and confidential information; and
- g. All data, regardless of form, generated as a result of this RFSQ is the property of the City of Bel Aire.

4. **REQUIREMENTS**

This section is included to help Respondents develop a thorough and responsive Statement of Qualifications. Respondents should follow this general format and must include all required elements:

- a. General information about the Respondent including but not limited to location of corporate headquarters, regional offices, number of employees and number of years in business;
- b. A list of Respondent’s current clients, specifically identifying those that are local governments similar in size to the City and including the name and address of each reference and the name and telephone number of a contact person;
- c. Information on similar projects involving acquisition of property rights for projects administered by the Kansas Department of Transportation and involving either State or Federal funds;
- d. A statement indicating how and by whom (if known) appraisals and review appraisals will be performed;
- e. The name of the person who will be responsible for managing the project, and other significant staff anticipated to contribute including a comprehensive statement of each such person’s experience and qualifications;
- f. A statement describing Respondent’s present and projected workload, staffing, and ability to provide timely, quality services at competitive rates;
- g. Specifics of the approach the Respondent will take to achieve the goals of the project;
- h. A statement describing any current, pending, or potential disciplinary action, or complaint(s), or other like proceedings including any claims in arbitration, mediation, or litigation against the Respondent or any partner, principal or associate of your firm or team;
- i. All actual or potential conflicts of interest with the City, its officers, agents and employees;
- j. Respondents must agree to maintain strict confidentiality with respect to all aspects of this project; and
- k. Respondents must agree to direct all media, citizen, and public official requests for information to the City’s project manager.

5. **TENTATIVE TIME LINE**

The following dates are provided to assist Respondents in planning participation in the project and are subject to change without notice:

Issuance of RFSQ	May 20, 2026
Last Date to Request Clarifications, Information and Questions.....	June 12, 2026
Last Addendum Issued (If needed)	5:00 p.m., June 16, 2026
Proposals Due	5:00 p.m., June 23, 2026
Consideration of Agreement – Bel Aire City Council	July 21, 2026

6. SELECTION CRITERIA

A Consultant will be selected based on all data submitted and any follow up to clarify or verify representations included in Respondents' submittal packages. The City will judge qualifications based on the following criteria:

- a. Ability and capacity to meet all RFSQ conditions and miscellaneous instructions as outlined herein;
- b. Conformity with all Requirements set out in the RFSQ Qualifications;
- c. Whether services proposed are the most advantageous and cost-effective to the City;
- d. Demonstration of a clear understanding of the project and any project challenges;
- e. References for similar services performed in the last 5 years, including for each reference its location, contact person, telephone number, length of contract;
- f. Experience and qualifications of the Respondent's firm and individual professionals assigned to the project;
- g. The Respondent's approach to completing the project;
- h. A proposed fee for each of the following items:
 - o Just Compensation Valuation Service
 - Single Family Residential
 - Non-Single Family Residential
 - o Appraisal fee for damages in excess of \$10,000
 - Single Family Residential
 - Non-Single Family Residential
 - o Acquisition Services
 - Single Family Residential
 - Non-Single Family Residential
 - o Hourly Rate for additional services, including Condemnation Proceedings
 - o Any other applicable fees that are not listed above.
- i. Other pertinent information the Respondent believes will assist the City in evaluating its proposal.

The City of Bel Aire, Kansas reserves the right to select the Respondent which best meets its required needs, budget constraints, quality levels, and administrative expectations, or to reject all proposals.

7. SUMMARY OF REQUIRED SUBMITTALS:

1. A statement of the respondent's background, experience, and understanding of the services required.
2. A description of any characteristics or capabilities, which may make the Respondent uniquely qualified to perform the services specified in the RFSQ.
3. At least three (3) references (name of business, address, contact person, phone number, date of services, and scope of services) unless your firm has provided similar services to the City.
4. Any additional information believed necessary to assist the City in evaluating your qualifications
5. A timeline for the completion of the required services including deliverables.
6. The Respondent's approach to completing the project.
7. The "**Response Form**".
8. A completed "**Fee Table**"

8. CITY OF BEL AIRE MANDATORY CONTRACTUAL PROVISIONS AND MANDATORY INDEPENDENT CONTRACTOR ADDENDUM:

1. A copy of the City of Bel Aire's Mandatory Contractual Provisions and Mandatory Independent Contractor Addendum are attached to this RFSQ as Exhibit A and Exhibit B respectively. Respondent shall review and provide any requested changes to Exhibit A and/or Exhibit B for the City to consider as part of their submittal.

RESPONSE FORM PROPERTY ACQUISITION SERVICES

RESPONSE FORM (RFSQ 2026-002)

(Must be submitted with Respondent's Statement of Qualifications for Right of Way Acquisition Services for the CITY OF BEL AIRE)

The undersigned, on behalf of the Respondent, certifies that Respondent's submittal package: (1) is submitted without previous understanding, agreement or connection with any person, team or corporation making another proposal for the same services; (2) is submitted without collusion or fraud; (3) is submitted by a person who is legally empowered to bind the Respondent in whose name the proposal is submitted; (4) is submitted with full understanding of all provisions of the RFSQ; (5) if accepted by the City, is guaranteed as submitted and with any subsequent Respondent amendments approved by the City and will be implemented as stated; and (6) the Respondent, if selected by the City, will enter into a contract consistent with its proposal notwithstanding any subsequently discovered errors therein.

RESPONDENT _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____

TAXPAYER I.D. NUMBER _____

WEB SITE ADDRESS _____ E-MAIL _____

TYPE OF ORGANIZATION (check one):

Sole Proprietorship _____ Partnership _____ Corporation _____ Public Corporation _____

Respondent acknowledges receipt of the following addenda: #1 _____, #2 _____, #3 _____

Respondent acknowledges it has examined the RFSQ, including all of its requirements, terms, conditions, and sections. Exceptions to any part of the RFSQ or any attachments or addenda thereto should be clearly delineated and detailed.

AUTHORIZED SIGNATURE: _____

TITLE _____ DATE _____

FEE TABLE

Just Compensation Valuation Service	Amount
• Single Family Residential	
• Non-Single Family Residential	
Appraisal fee for damages in excess of \$10,000	
• Single Family Residential	
• Non-Single Family Residential	
Acquisition Services	
• Single Family Residential	
• Non-Single Family Residential	
Hourly Rate for Additional Services, including Condemnation Proceedings	/hr.
Other Fees – Please list below	

EXHIBIT A
CITY OF BEL AIRE MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions.** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due to Lack of Funding Appropriation.** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. **Disclaimer of Liability.** As a Kansas municipality, City shall not be obligated to protect, defend, hold harmless, or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*). City specifically reserves and does not intend to waive any defenses, limitations of liability or damages, and/or immunities available to it under the Kansas Tort Claims Act or other state or federal law. It is understood that the duty to indemnify or hold harmless includes the duty to defend. This indemnification and hold harmless clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages. In no event shall either party be obligated to indemnify the other on account of the negligence or willful misconduct of the party seeking indemnity or any agent or employee thereof.
5. **Acceptance of Agreement.** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration. Damages. Jury Trial and Warranties.** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract.** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes.** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide the Contractor a certificate of tax exemption. City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance.** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.
12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted to ensure that the City shall always stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, *et seq.*, as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
 - a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.
 - b. In all solicitations or advertisement for employees, the Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.
 - d. Contractor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or Contractor.
 - e. Exempted from these requirements are:
 1. Any Contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).
 2. Any Contractor who employs fewer than four (4) employees during the term of this Contract.
 3. Contractor who hold contracts with the City with a cumulative total of five thousand dollars (\$5,000.00) or less during the City's Fiscal Year.

- f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the Contractor shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973; the Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated thereunder. Any finding adverse to the Contractor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.
14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City, must determine whether the Contractor has been excluded from the system and any federal funding received, or to be received, by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
15. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
16. **No Assignment.** The services to be provided by the Contractor under this Contract are personal and cannot be assigned, delegated, sublet, or transferred without the specific written consent of the City.
17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.
18. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.
19. **Bankruptcy.** Contractor shall be considered to be in default of this Contract in the event Contractor: (i) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by Contractor for the purpose of effecting any of the foregoing.
20. **Ownership of Data.** All data, forms, procedures, software, manuals, system descriptions, and workflows developed or accumulated by Contractor in relation to this Agreement shall be owned by City and shall be handed over and/or returned to City upon the expiration or termination of this Agreement. Contractor shall not release any such materials without written approval of the City.

21. **Tariffs.** If Contractor chooses to use foreign products or goods during the execution of this agreement, Contractor shall not directly invoice tariff costs to the City. The City will consider a reasonable price adjustment only after conclusion of the initial contract term but reserves the right to not pick up option years of the contract if, in its sole discretion, the City determines the price increase no longer provides the best value to the City.

22. **Contractor Use of Artificial Intelligence.**

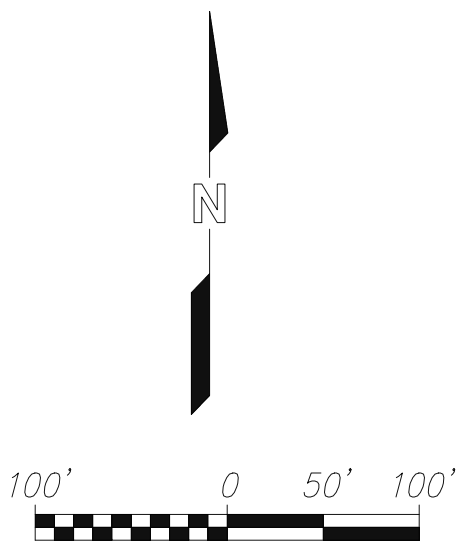
a. **Meeting Recording, Transcription, and Confidential Information.** The City does not consent to, and expressly rejects, the use by Contractor of Artificial Intelligence ("A.I.") note takers in, and recordings of, meetings with City officials and staff unless specifically approved by the City (project manager or higher) prior to the initiation of the meeting. This includes use by Contractor for training its A.I. programs, services, and platforms. Any transcripts, recordings, summaries, or AI-generated outputs approved by the City and created in connection with City meetings or City data shall be treated as City Confidential Information. Contractor shall not retain such materials longer than required to perform services necessary and incidental to the contract, and upon the City's request, Contractor shall promptly return or securely delete such materials and certify deletion in writing. Only the City Manager or City Attorney may approve a request for an exemption to these requirements.

EXHIBIT B
CITY OF BEL AIRE MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

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



STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS			2	



LEGEND

- (X)

- Tract Map Number

- Proposed Property Acquisition Tract 1A

- Proposed Property Acquisition Tract 1B

- Proposed Property Acquisition Tract 2A

- Proposed Temp. Const. Esmt. Tract 2B

- Proposed Property Acquisition Tract 3

- Proposed Property Acquisition Tract 4

- Proposed Property Acquisition Tract 5

- Proposed Property Acquisition Tract 6

- Proposed Property Acquisition Tract 7
- Proposed Property Acquisition Tract 8
- Proposed Temp. Const. Esmt. Tract 9
- Proposed Temp. Const. Esmt. Tract 10
- Proposed Temp. Const. Esmt. Tract 11

- (1A)

OWNER:
BARAKEH PROPERTY LLC
LOT 1 BLOCK F EAGLES
LANDING AT NORTH OLIVER
2ND ADDITON

(1B)

OWNER:
BARAKEH PROPERTY LLC
E 60 FT OF THE W 173.2 FT
LOT 4 ALONG WITH LOT 4
EXC THE W 173.2 FT
THEREOF BLOCK E
EAGLES LANDING AT
NORTH OLIVER 2ND
ADDITION

(2A)(2B)

OWNER:
PETERS ELMER S JR & PATRICIA L REV TR
W 150 FT LOTS 11-12 & W
150 FT VAC ST. & 1/2 VAC
ALLEY ON E & LOT 12,
EXCEPT THE W. 556 FT
BLOCK 1, KRUEGER'S 1ST
ADDITION

(3)

OWNER:
TOWNE DARYL L & NANCY J TR
LOTS 9 & 10 & VAC 45 DR
ADJ ON S & E 154 FT OF W
484 FT LOT 12 BLOCK 1
KRUEGER'S 1ST ADDITION

(4)

OWNER:
LEES TERESA A REV TR
LOT 8 & VAC 45TH DR ADJ
ON S & E 72 FT W 556 FT
LOT 12 BLOCK 1 KRUEGER'S
1ST. ADDITION

(5)

OWNER:
GANT THOMAS G & BARBARA A FAM TR
LOT 7 BLOCK 1 KRUEGER'S
1ST. ADD.

(6)

OWNER:
GANT THOMAS G & BARBARA A FAM TR
LOTS 3-6 BLOCK 1
KRUEGER'S 1ST. ADD.

(7)

OWNER:
SCHMIDT W L JR & MARILYN J
LOT 1-2 BLOCK 1
KRUEGER'S 1ST. ADD.

(8)

OWNER:
GOATES RICHARD E ETUX
LOTS 1-2 BLOCK A
EDITH ADD.

(9)

OWNER:
KABIRPANTHI SWATI
LOT 8 BLOCK A
SUNSET 2ND. ADD. TO BEL AIRE

(10)

OWNER:
JONES JACK
LOT 7 & THAT PART LOT 4 BEG
SW COR N 277 FT NELY 260.29
FT TO PT 359 FT N OF SE COR
LOT 4 S 359 FT W 246.52 TO BEG
BLOCK A
SUNSET 2ND. ADD. TO BEL AIRE

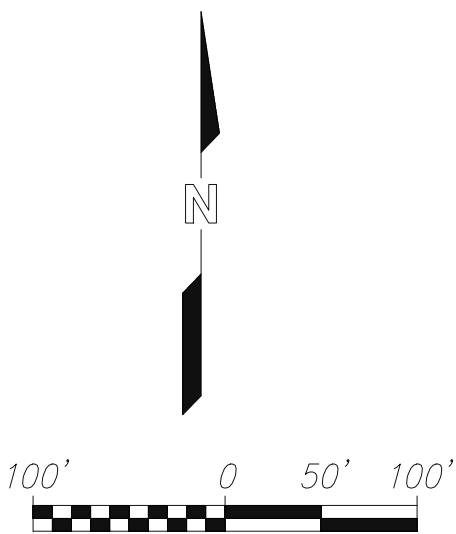
(11)

OWNER:
LINSTED ROBERT D & SHARON E
LOT 1
SUNRISE BIBLE CHAPEL ADD.
-
- KEY MAP 1
- 21T41278
- 125

LEGEND

-  - Tract Map Number
-  - Proposed Temp. Const. Esmt. Tract 12A
-  - Proposed Temp. Const. Esmt. Tract 12B
-  - Proposed Temp. Const. Esmt. Tract 13A
-  - Proposed Drainage Esmt. Tract 13B

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS				



12A 12B OWNER:
SUNRISE CHRISTIAN ACADEMY INC
LOT 2
SUNRISE BIBLE CHAPEL
ADD.ALONG WITH
LOT 3 BLOCK 1 BEL AIRE
HEIGHTS GARDEN HOME
ADD.

13A 13B OWNER:
VICKERY WADE B & CAROL A
LOT 3 EXC BEG NW COR S
170 FT E 209.17 FT NWLY
146.06 FT E 251.25 FT N 20
FT W TO BEG WHITE'S
REPLAT OF PT OF LOT 16
ARTHUR HEIGHTS ADD.



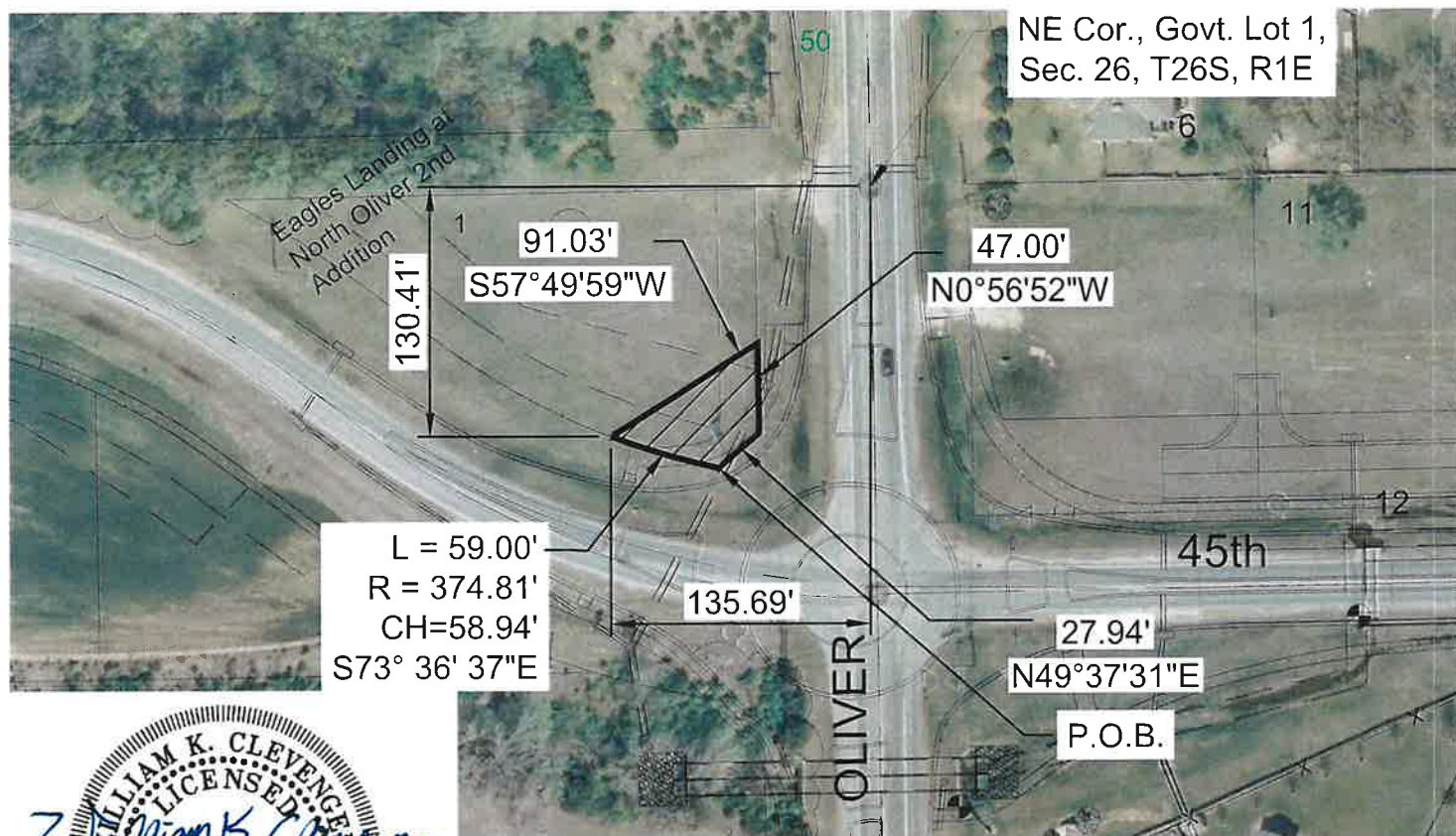
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21T41278

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RIGHT OF WAY ACQUISITION TRACT #1A



Owner:
Barakeh Property, LLC
1200 E Macarthur Rd
Wichita, KS 67216-1839

PIN: 00512365
Right of Way Acquisition Area:
2,564 Sq. Ft.± 0.06 Acres±

 = PROPOSED RIGHT OF WAY ACQUISITION

Legal Description:

A Part of Lot 1 Block F Eagles Landing at North Oliver 2nd Addition, Wichita, Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as beginning at the southerly most corner of said Lot 1; thence N49°37'31"E along the southeast line of said Lot 1, 27.94 feet to the easterly most southeast corner of said Lot 1; thence N00°56'52"W along the east line of said Lot 1, 47.00 feet; thence S57°49'59"W, 91.03 feet to the southwest line of said Lot 1, said southwest line being a non-tangent curve to the left, having a radius of 374.81 feet, an arc length of 59.00 feet, chord bearing S73°36'25"E, 58.90 feet; thence southeasterly along said curve, 58.90 feet to the place of beginning.



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1995 Midfield Road
Wichita, KS 67209
(316) 264-8008

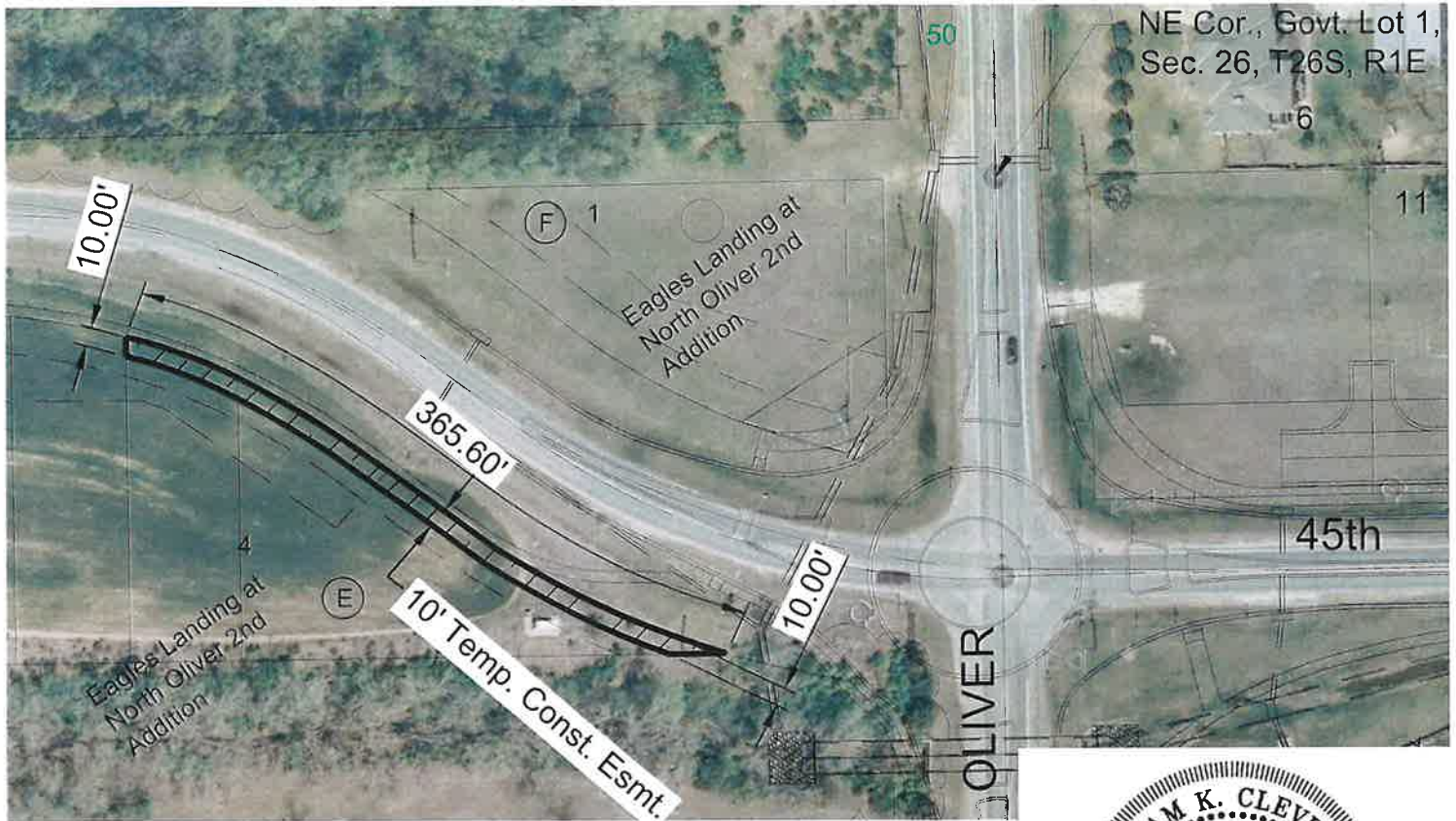
FIGURE NUMBER

SHEET
NUMBER

127

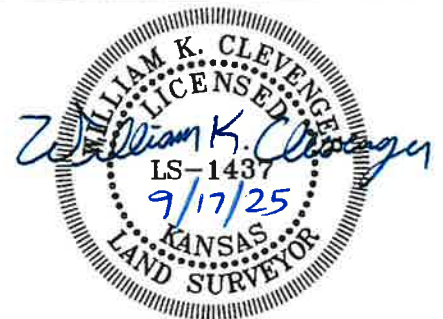
TEMPORARY CONSTRUCTION EASEMENT

TRACT #1B



Owner:
Barakeh Property, LLC
1200 E Macarthur Rd
Wichita, KS 67216-1839

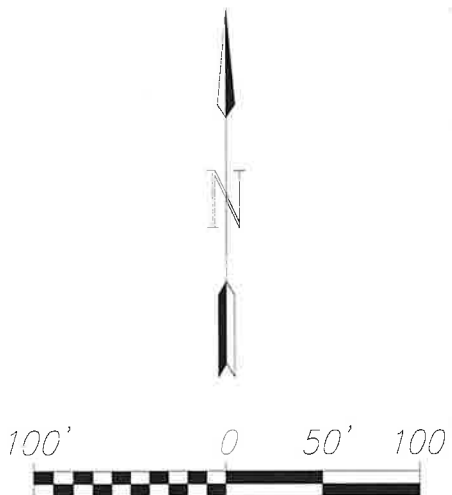
PIN: 30017429
Temporary Construction Easement Area:
3,656 Sq. Ft.± 0.08 Acres±



 = PROPOSED TEMPORARY CONSTRUCTION EASEMENT

Legal Description:

That part of Lot 4, Block E, Eagles Landing at North Oliver 2nd Addition, Wichita, Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as the Northeasterly 10.00 feet of said Lot 4, Except the West 113.2 feet thereof.



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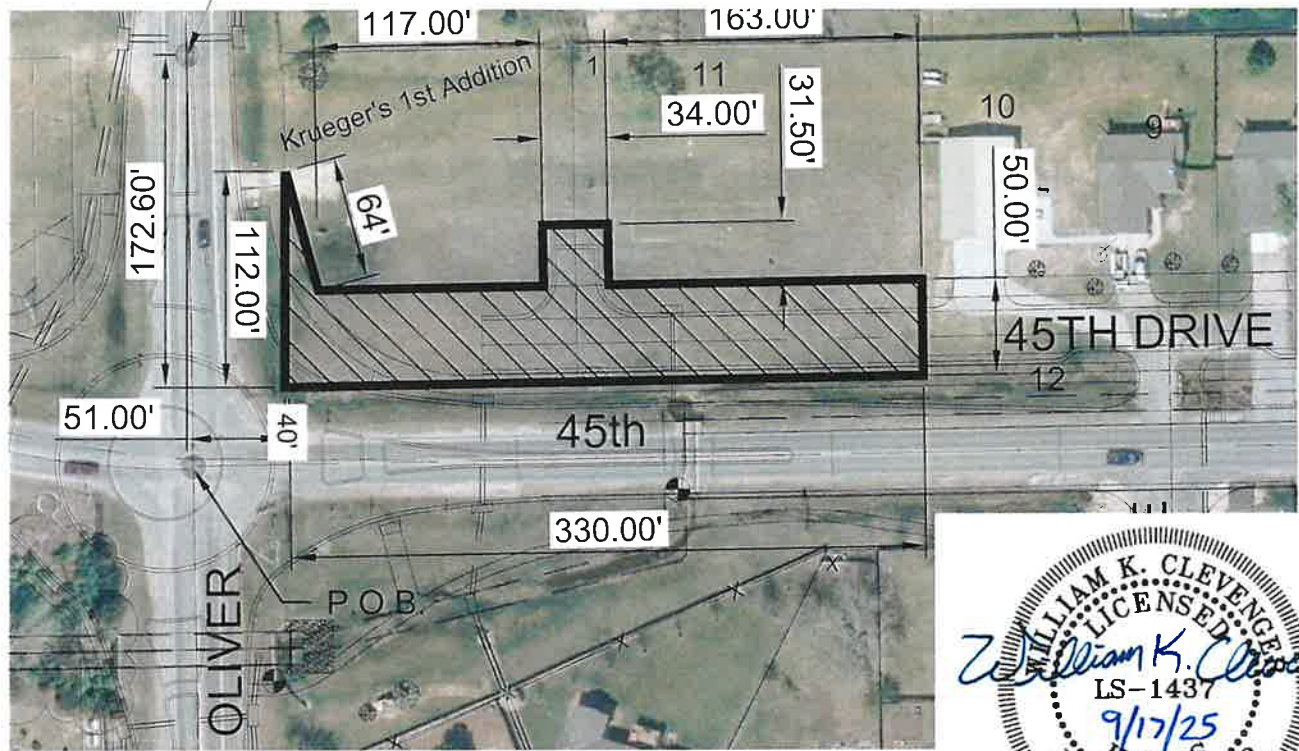
1995 Midfield Road
Wichita, KS 67209
(316) 264-8008

FIGURE NUMBER

SHEET NUMBER 128

RIGHT OF WAY ACQUISITION TRACT #2A

NE Cor., Govt. Lot 1,
Sec. 26, T26S, R1E



Owner:

PIN: Peters Elmer S Jr & Patricia L Rev TR
7819 E 45th St N
Bel Aire, KS 67226-8838

00512365

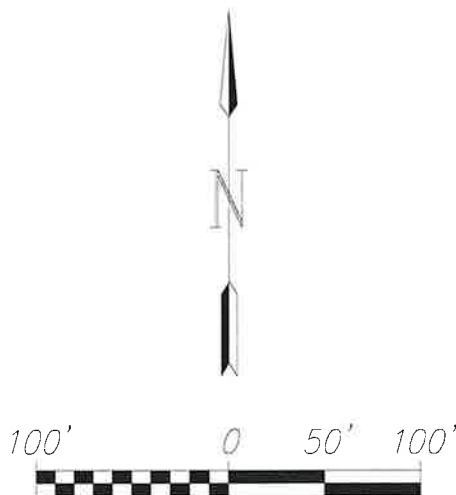
Right of Way Acquisition Area:

18,167 Sq. Ft.± 0.42 Acres±

 = PROPOSED RIGHT OF WAY ACQUISITION

Legal Description:

That part of Krueger's 1st. Addition to Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as beginning at the southwest corner of Lot 12, Block 1, in said addition; thence East along the south line of said Lot 12, 330.00 feet to the centerline of the vacated alley; thence North 50.00 feet; thence West, parallel with said south line, 163.00 feet; thence North, parallel with said centerline of vacated alley, 31.50 feet; thence West, parallel with said south line, 34.00 feet; thence South, parallel with said centerline of vacated alley, 31.50 feet; thence West, parallel with said south line, 117.00 feet; thence northwesterly 64.00 feet to a point 112.00 feet North of the place of beginning on the west line of Lot 11, Block 1, in said addition; thence South 112.00 feet to the place of beginning.



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(316) 264-8008

FIGURE NUMBER

SHEET NUMBER 129

RIGHT OF WAY ACQUISITION TRACT #2B



Owner:

PETERS ELMER S JR & PATRICIA L REV TR
7819 E 45th St N.
Bel Aire KS 67226-8838

PIN: 00272043

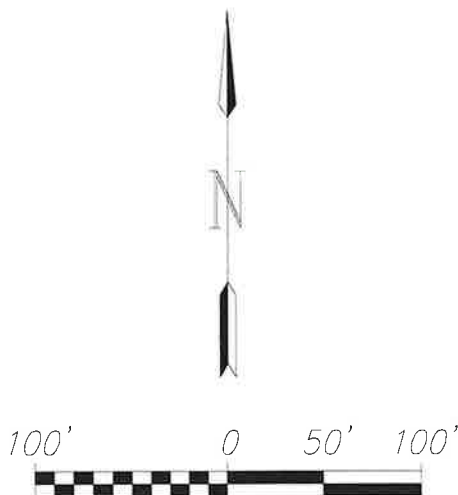
Right of Way Acquisition Area:
5,072 q. Ft.± 0.12 Acres±



= PROPOSED RIGHT OF WAY ACQUISITION

Legal Description:

That part of Krueger's 1st Addition to Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as Lot 12, Except the West 556 feet thereof.



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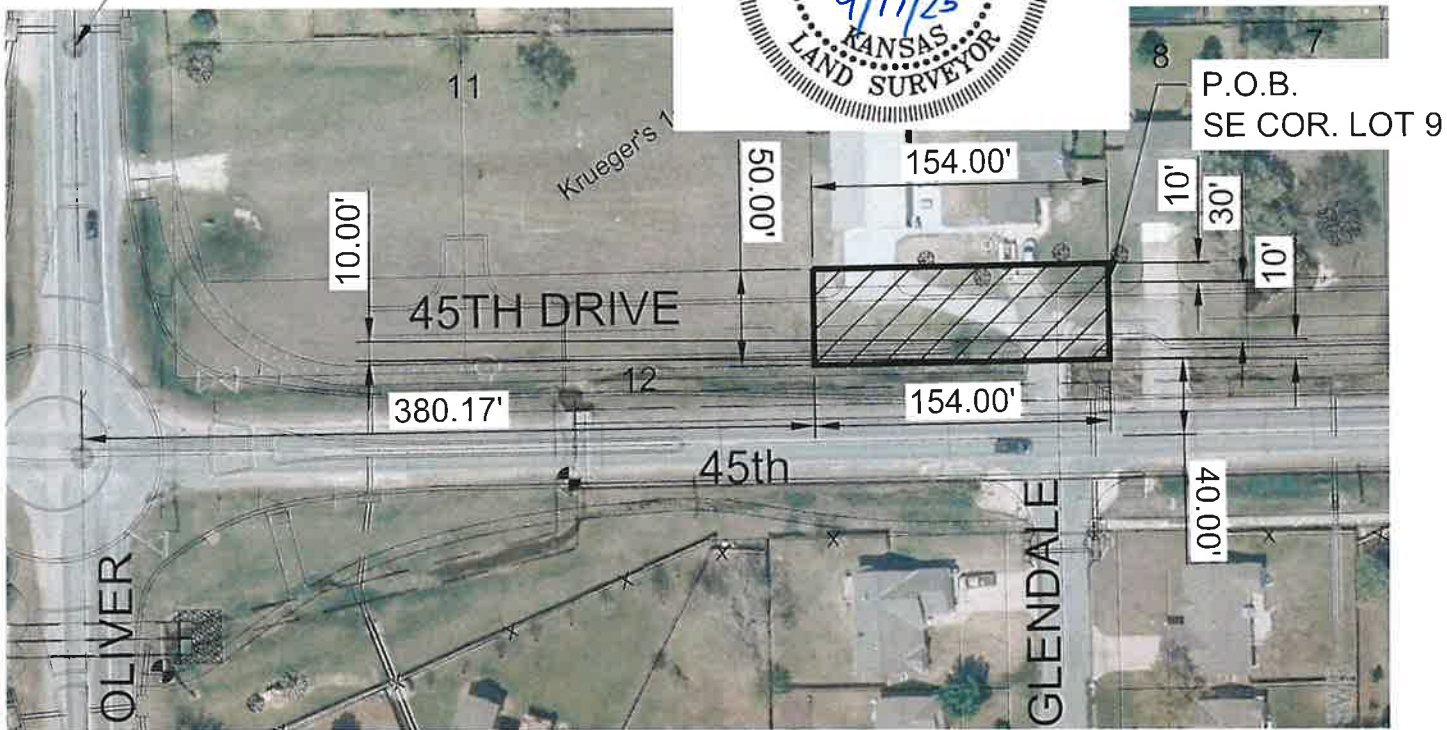
1995 Midfield Road
Wichita, KS 67209
(316) 264-8008

FIGURE NUMBER

SHEET NUMBER 130

RIGHT OF WAY ACQUISITION TRACT #3

NE Cor., Govt. Lot 1,
Sec. 26, T26S, R1E



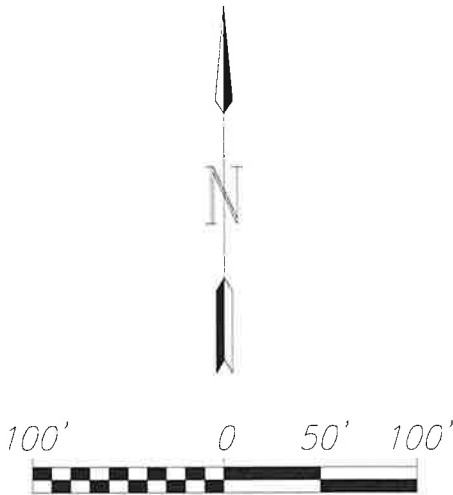
Owner:
TOWNE DARYL L & NANCY J TR
4924 E 45TH ST N
Bel Aire, KS 67220-1507

PIN: 00272037
Right of Way Acquisition Area:
7,700 Sq. Ft.± 0.18 Acres±

 = PROPOSED RIGHT OF WAY ACQUISITION

Legal Description:

That part of Krueger's 1st Addition to Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as beginning at the southeast corner of Lot 9, Block 1 in said addition; thence North along the east line of said Lot 9, 10.00 feet; thence West, parallel with the south line of said Lot 9 and extended, 154.00 feet to the centerline of the vacated alley adjoining Lot 10, Block 1 in said addition; thence South along said centerline and extended, 50.00 feet to the south line of Lot 12, Block 1 in said addition; thence East along said south line, 154 feet to a point of intersection with the extended east line of said Lot 9; thence North along said extended east line, 40.00 feet to the place of beginning.



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FIGURE NUMBER

SHEET
NUMBER 131

RIGHT OF WAY ACQUISITION TRACT #4

NE Cor., Govt. Lot 1,
Sec. 26, T26S, R1E



P.O.B.
SE. COR. LOT 8



Owner:
LEES TERESA A REV TR
4948 E 45th St N
Bel Aire, KS 67220

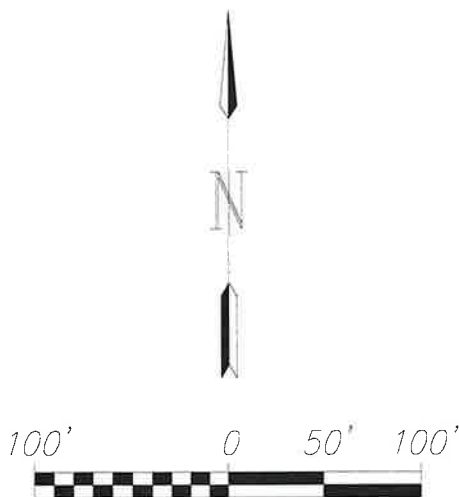
PIN: 00272036
Right of Way Acquisition Area:
3,600 Sq. Ft.± 0.08Acres±



= PROPOSED RIGHT OF WAY ACQUISITION

Legal Description:

That part of Krueger's 1st Addition to Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as beginning at the southeast corner of Lot 8, Block 1 in said addition; thence North along the east line of said Lot 8, 10.00 feet; thence West, parallel with the south line of said Lot 8, 72.00 feet to the west line of said Lot 8; thence South along said west line and extended, 50.00 feet to the south line of Lot 12, Block 1 in said addition; thence East along said south line, 72 feet to a point of intersection with the extended east line of said Lot 8; thence North along said extended east line, 40.00 feet to the place of beginning.



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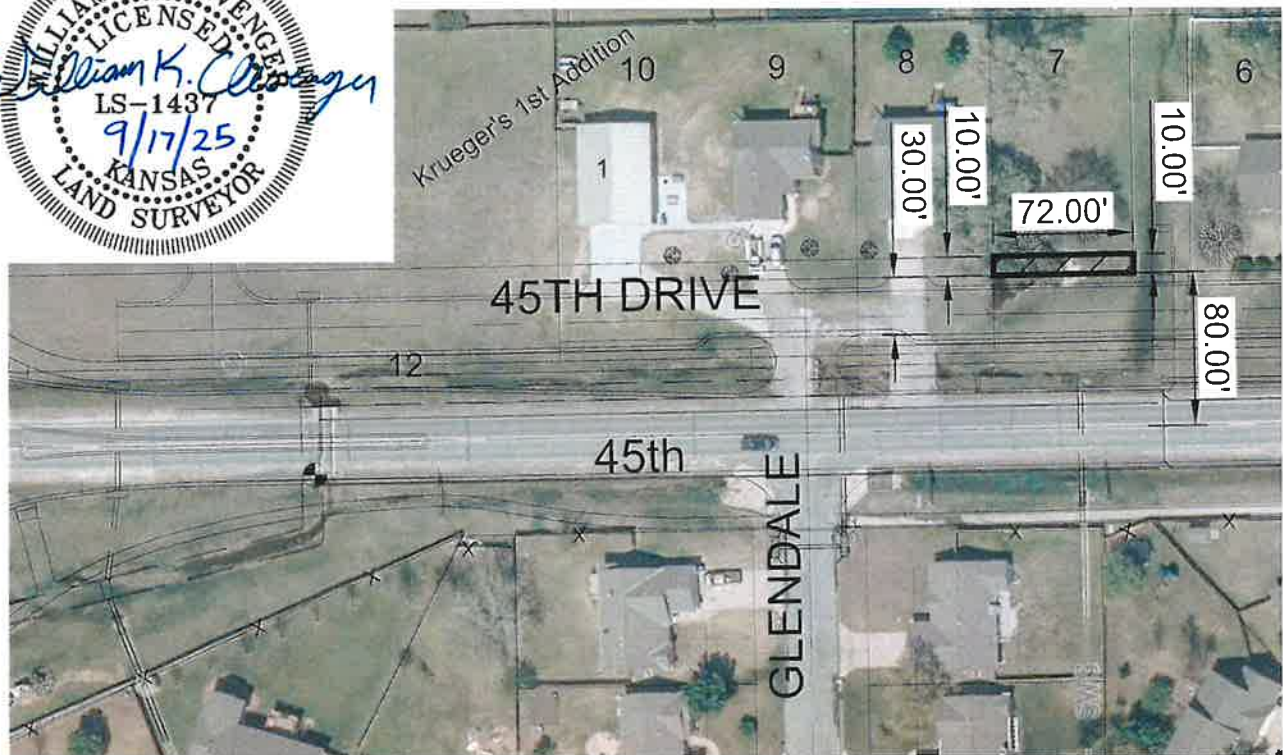


1995 Midfield Road
Wichita, KS 67209
(316) 264-8008

FIGURE NUMBER

SHEET
NUMBER 132

RIGHT OF WAY ACQUISITION TRACT #5



Owner:
GANT THOMAS G & BARBARA A FAM TR
2515 E Sunnysdale Ct
Valley Center, KS 67147-8657

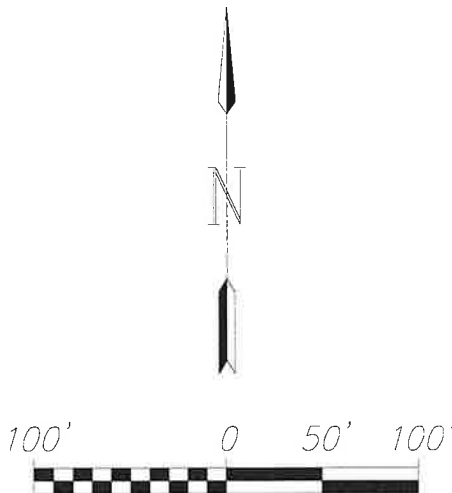
PIN: 00272035
Right of Way Acquisition Area:
720 Sq. Ft.± 0.02Acres±



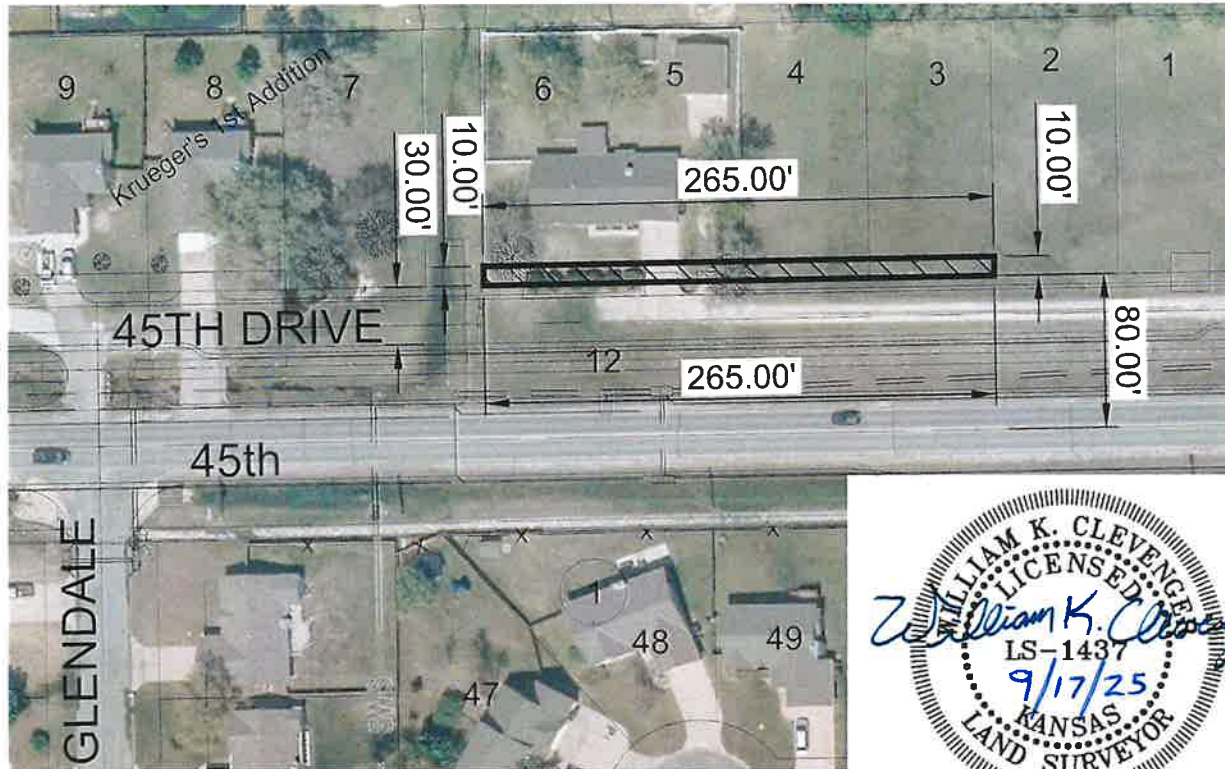
= PROPOSED RIGHT OF WAY ACQUISITION

Legal Description:

That part of Lot 7, Block 1, Krueger's 1st. Addition to Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as being the South 10.00 feet thereof.



RIGHT OF WAY ACQUISITION TRACT #6



Owner:
GANT THOMAS G & BARBARA A FAM TR
2515 E Sunnysdale Ct
Valley Center, KS 67147-8657

PIN: 00272033
Right of Way Acquisition Area:
2,650 Sq. Ft.± 0.06 Acres±

 = PROPOSED RIGHT OF WAY ACQUISITION

Legal Description:

That part of Lots 3, 4, 5 and 6, Block 1, Krueger's 1st. Addition to Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as being the South 10.00 feet thereof.



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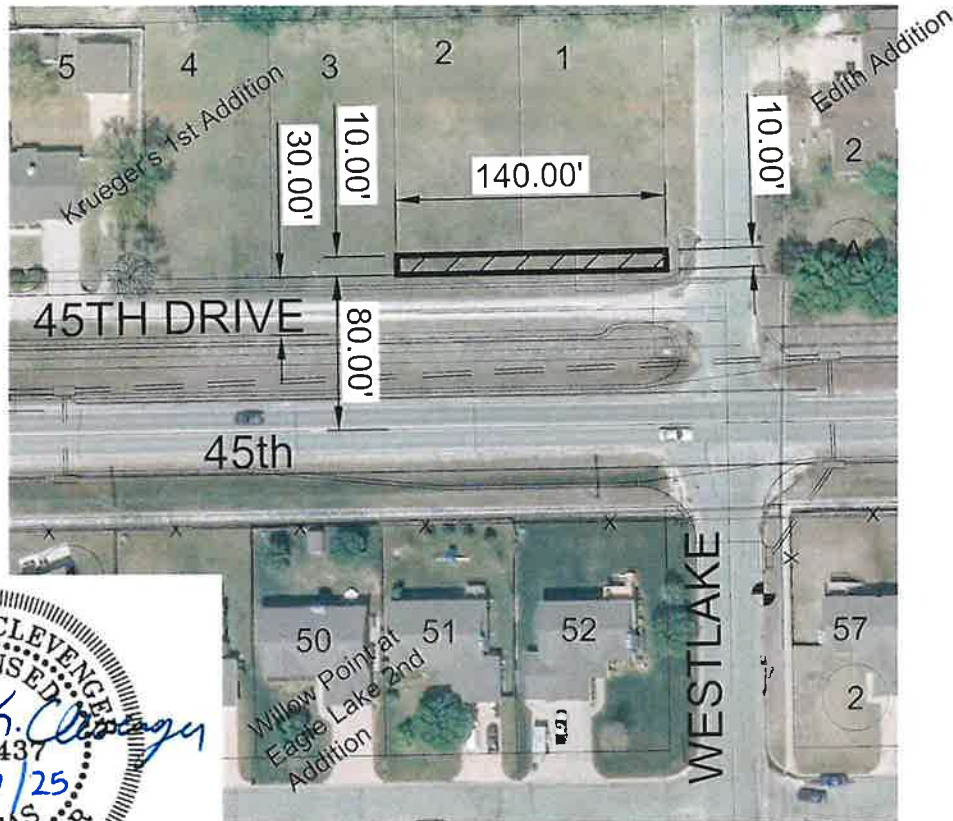


1995 Midfield Road
Wichita, KS 67209
(316) 264-8008

FIGURE NUMBER

SHEET NUMBER 134

RIGHT OF WAY ACQUISITION TRACT #7



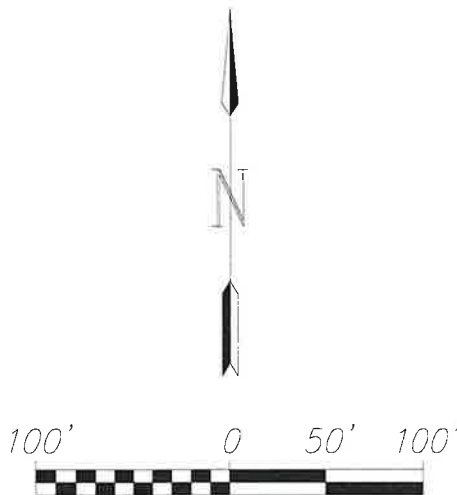
Owner:
SCHMIDT W L JR & MARILYN J 2515 E
4647 KRUEGER ST.
Bel Aire KS 67220-1421

PIN: 00272029 & 00272030
Right of Way Acquisition Area:
1,400 Sq. Ft.± 0.03 Acres±

 = PROPOSED RIGHT OF WAY ACQUISITION

Legal Description:

That part of Lots 1 and 2, Block 1, Krueger's 1st. Addition to Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as being the South 10.00 feet thereof.



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Wichita, KS 67209
(316) 264-8008

FIGURE NUMBER

SHEET
NUMBER 135

RIGHT OF WAY ACQUISITION TRACT #8



Owner:
GOATES RICHARD E ETUX
4604 Krueger
Bel Aire, KS 67220-1422

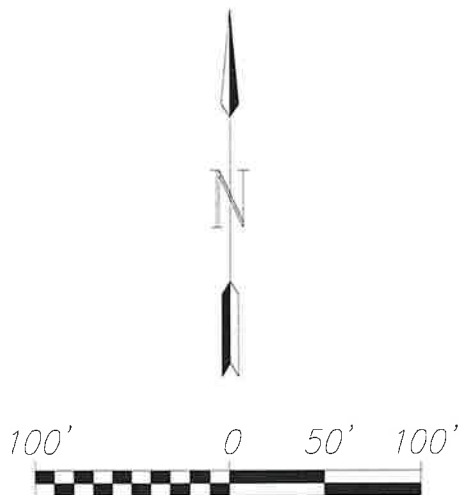
PIN: 00272046
Right of Way Acquisition Area:
1,820 Sq. Ft.± 0.03 Acres±



= PROPOSED RIGHT OF WAY ACQUISITION

Legal Description:

That part of Lot 2, Block A, Edith Addition to Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as being the South 13.00 feet thereof.



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Wichita, KS 67209
(316) 264-8008

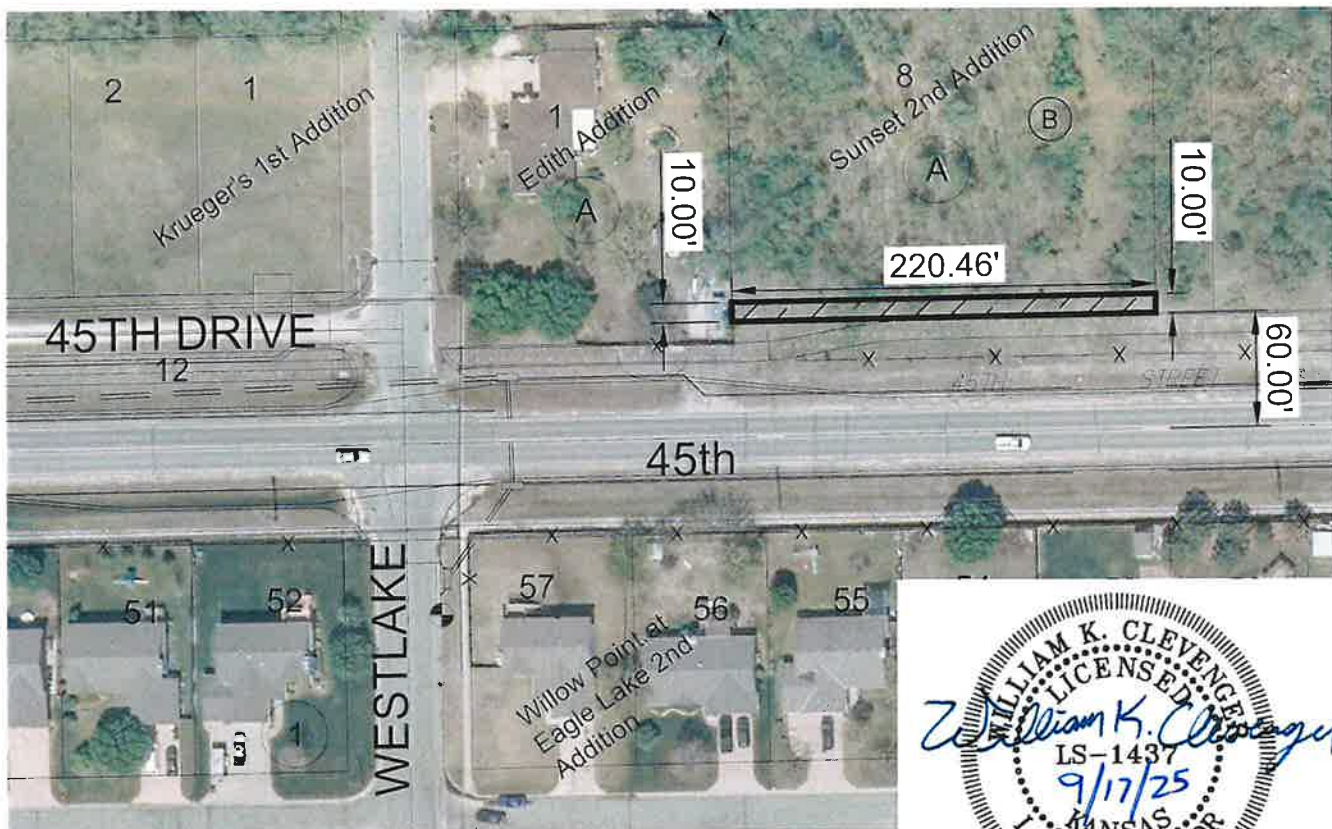
FIGURE NUMBER

SHEET
NUMBER

136

TEMPORARY CONSTRUCTION EASEMENT

TRACT #9



Owner:
KABIRPANTHI SWATI
4614 E Willow Point Ct
Wichita, KS 67220-1766

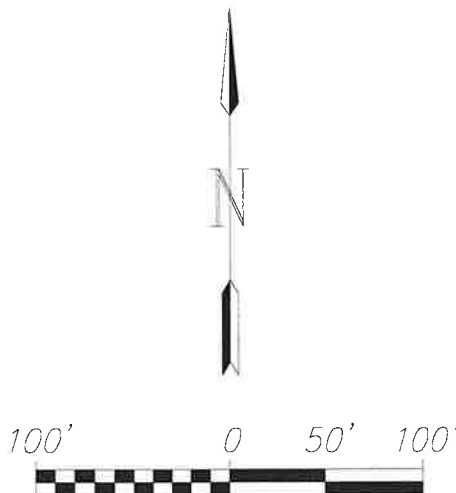
PIN: 00341945
Temporary Construction Easement Area:
2,205 Sq. Ft.± 0.05 Acres±



= PROPOSED TEMPORARY CONSTRUCTION EASEMENT

Legal Description:

That part of Lot 8, Block A, Sunset 2nd Addition, Bel Aire, Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as being the South 10.00 feet thereof.



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Wichita, KS 67209
(316) 264-8008

FIGURE NUMBER

SHEET NUMBER **137**

TEMPORARY CONSTRUCTION EASEMENT

TRACT #10



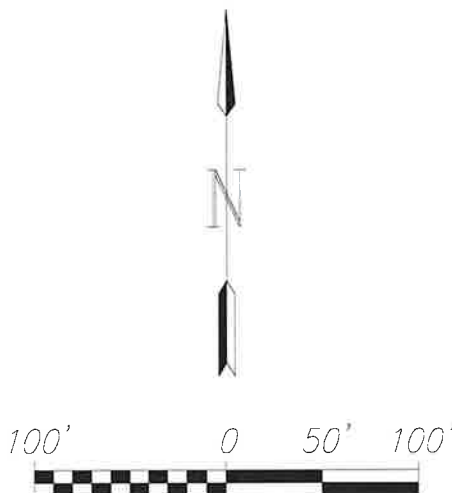
Owner:
JONES JACK
4626 Farmstead Ct
Bel Aire KS 67220-1616

PIN: 00341945
Temporary Construction Easement Area:
2,765 Sq. Ft.± 0.06 Acres±

 = PROPOSED TEMPORARY CONSTRUCTION EASEMENT

Legal Description:

That part of Lots 4 and 7, Block A, Sunset 2nd Addition, Bel Aire, Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as being the South 10.00 feet thereof.



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Wichita, KS 67209
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FIGURE NUMBER

SHEET NUMBER 138

TEMPORARY CONSTRUCTION EASEMENT

TRACT #11



Owner:
 LINSTED ROBERT D & SHARON E
 5450 E 45th St N,
 Bel Aire, KS 67220

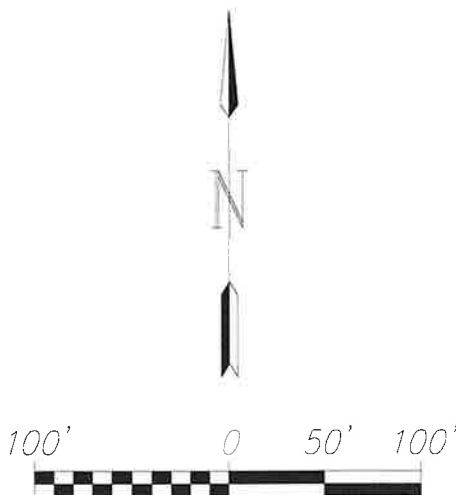
PIN: 00272852
 Temporary Construction Easement Area:
 4,084 Sq. Ft.± 0.09 Acres±



= PROPOSED TEMPORARY CONSTRUCTION EASEMENT

Legal Description:

That part of Lot 1, Sunrise Bible Chapel Addition, Bel Aire, Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as being the South 10.00 feet thereof.



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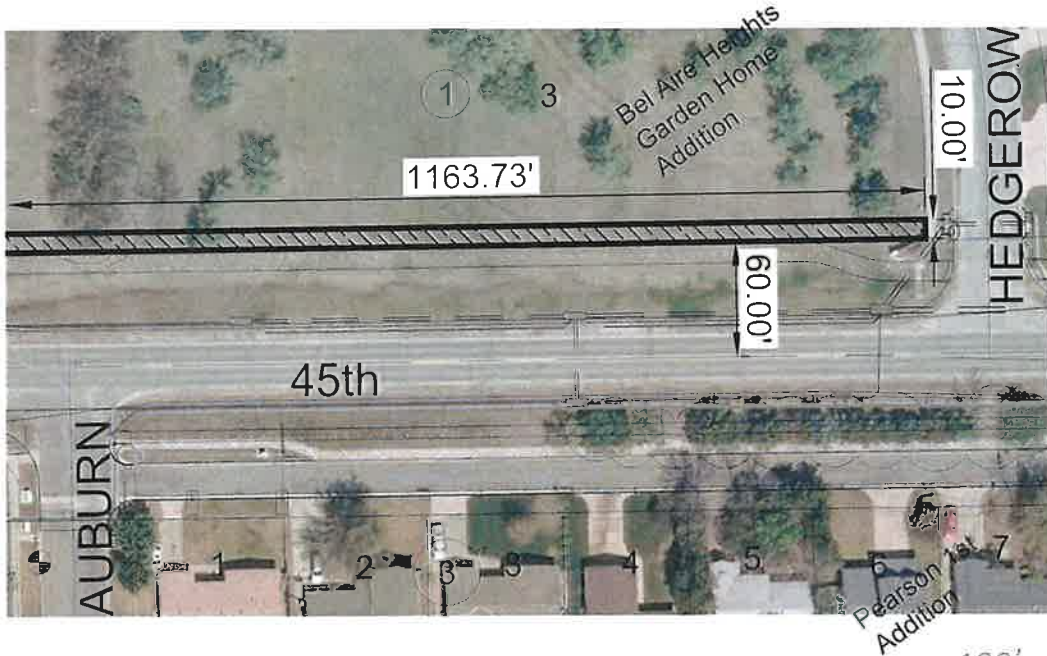
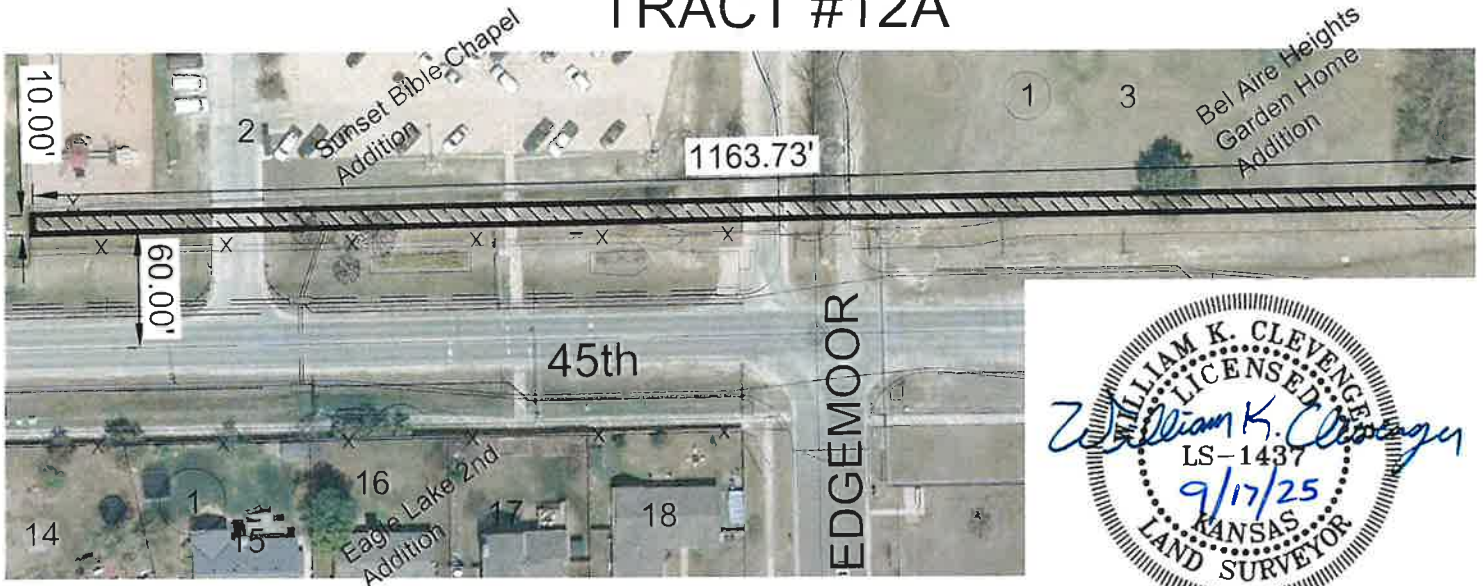
1995 Midfield Road
 Wichita, KS 67209
 (316) 264-8008

FIGURE NUMBER

SHEET NUMBER 139

TEMPORARY CONSTRUCTION EASEMENT TRACT #12A

Section XI, Item F.



Owner:
SUNRISE CHRISTIAN ACADEMY INC
5500 E 45th St N,
Bel Aire, KS 67220

PIN: 00272853

Temporary Construction Easement Area:
11,638 Sq. Ft.± 0.27 Acres±



= PROPOSED TEMPORARY CONSTRUCTION EASEMENT

Legal Description:

That part of Lot 2, Sunrise Bible Chapel Addition, Bel Aire, Sedgwick County, Kansas, AND part of Lot 3, Block 1, Bel Aire Heights Garden Home Addition, an Addition to Bel Aire, Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as being the South 10.00 feet thereof.

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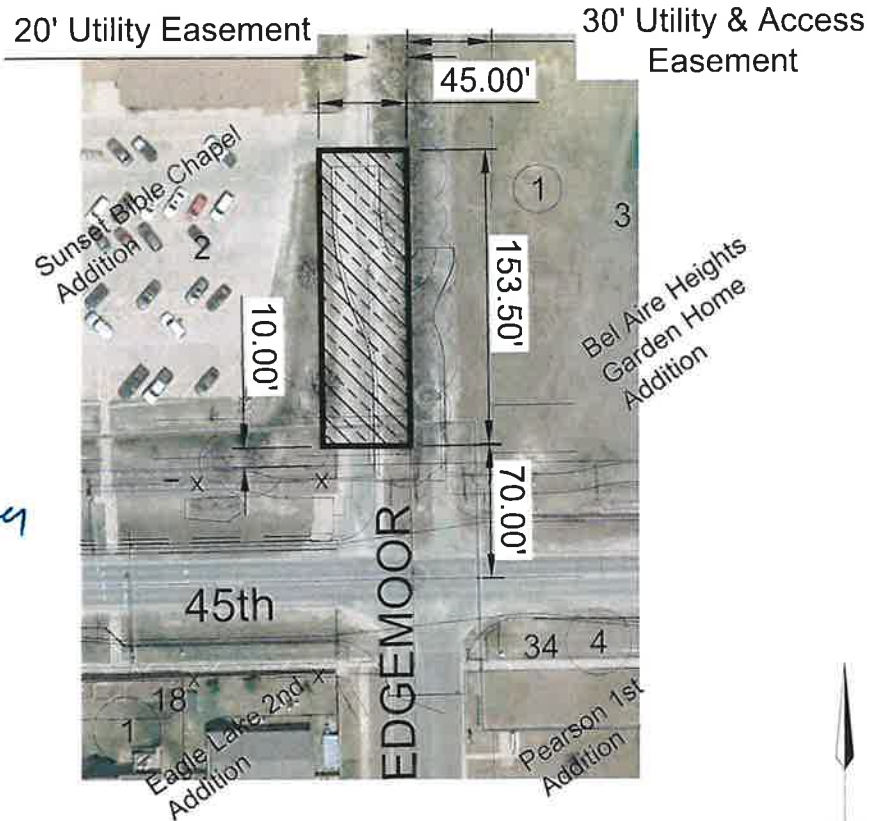
1995 Midfield Road
Wichita, KS 67209
(316) 264-8008

FIGURE NUMBER

SHEET NUMBER
140

TEMPORARY CONSTRUCTION EASEMENT TRACT #12B

Section XI, Item F.



Owner:
SUNRISE CHRISTIAN ACADEMY INC
5500 E 45th St N,
Bel Aire, KS 67220

PIN: 00272853
Temporary Construction Easement Area:
6,908 Sq. Ft.± 0.16 Acres±



= PROPOSED TEMPORARY CONSTRUCTION EASEMENT

Legal Description:

That part of Lot 2, Sunrise Bible Chapel Addition, Bel Aire, Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as being the North 153.50 feet of the South 163.50 feet of the East 45.00 feet of the South 163.50 feet thereof.

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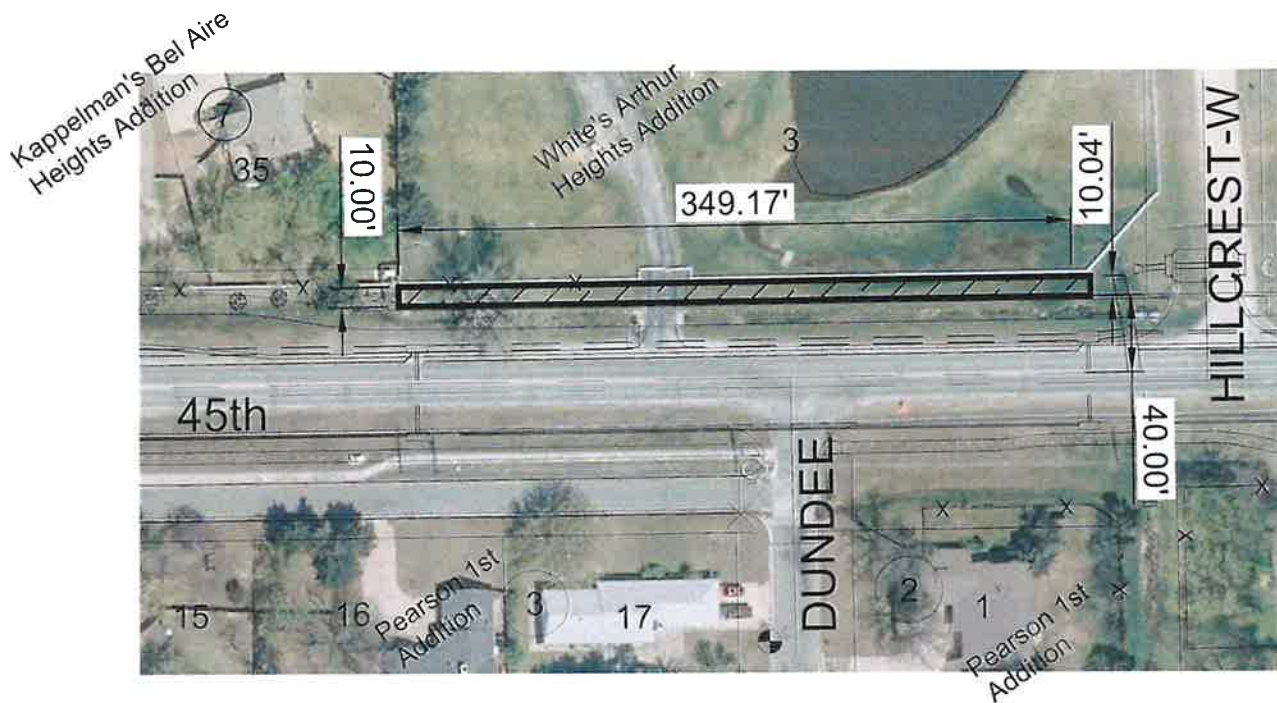
1995 Midfield Road
Wichita, KS 67209
(316) 264-8008

FIGURE NUMBER

SHEET NUMBER 141

TEMPORARY CONSTRUCTION EASEMENT TRACT #13A

Section XI, Item F.



Owner:

VICKERY WADE B & CAROL A
6020 E 45TH St N,
Bel Aire, KS 67220

PIN: 00271878

Temporary Construction Easement Area:
3,492 Sq. Ft.± 0.08 Acres±



= PROPOSED TEMPORARY CONSTRUCTION EASEMENT

Legal Description:

That part of Lot 3, White's Replat of Part of Lot 16 in Arthur Heights, Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as being the South 10.00 feet of said Lot 3, EXCEPT the East 40.00 feet of said Lot 3.

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(316) 264-8008

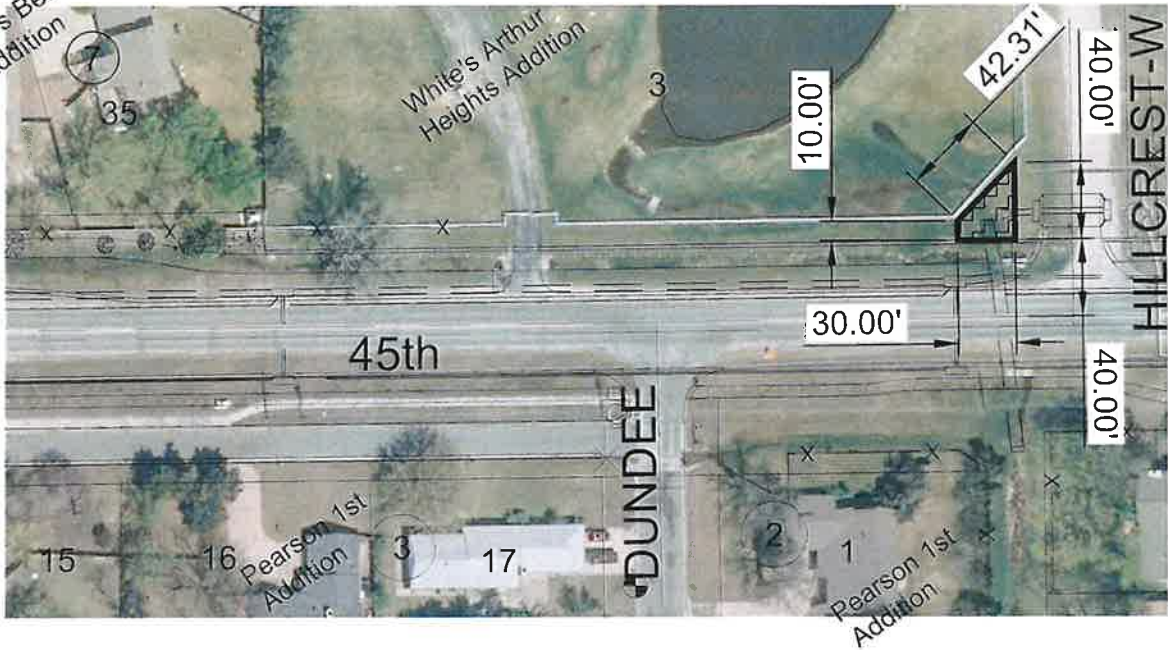
FIGURE NUMBER

SHEET NUMBER 142

PERMANENT DRAINAGE EASEMENT TRACT #13B

Section XI, Item F.

Kappelman's Bel Aire
Heights Addition



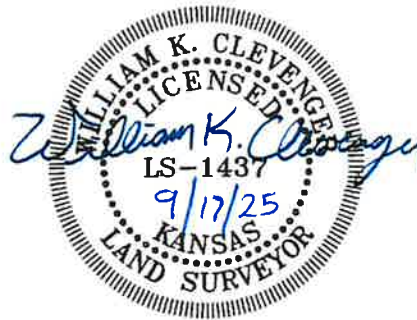
Owner:

VICKERY WADE B & CAROL A
6020 E 45TH St N,
Bel Aire, KS 67220

PIN: 00271878

Permanent Drainage Easement Area:

747 Sq. Ft.± 0.02 Acres±



= PROPOSED PERMANENT DRAINAGE EASEMENT

Legal Description:

That part of Lot 3, White's Replat of Part of Lot 16 in Arthur Heights, Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as Beginning at the Southeast corner of said Lot 3; Thence along the East line of said Lot 3 for a distance of 40.00 feet; Thence Southwesterly for a distance of 42.31 feet to a point 10.00 feet North and 30.00 feet West of the Southeast corner of said Lot 3; Thence South 10.00 feet to the South line of said Lot 3; Thence East along the South line of said Lot 3, for a distance of 30.00 feet to the Point of Beginning.

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1995 Midfield Road
Wichita, KS 67209
(316) 264-8008

FIGURE NUMBER

SHEET
NUMBER

143

RFSQ No. 2026-002

Property Acquisition Services Request for Statement of Qualifications (“RFSQ”) No. 2026-002

Addendum #1

I. Questions submitted via Email Prior to the June 12, 2026, 5:00 p.m. Deadline for Clarifications, Information, and Questions.

1. What is the required proposal Layout? Is it based on RFSQ section “4. Requirements” or “7. Summary of Required Submittals?”

Answer: The City is looking for information from both Section 4 and Section 7. There is no required order or specific formatting for the response. If all requested information is included, the submission will be acceptable.

2. Will title work, appraisal services, and acquisition services be evaluated separately, or does the City prefer a single consultant/team to provide all services?

Answer: The City prefers a single consultant/team to provide all these services.

3. Can the City provide an estimated breakdown of the tract types (single-family, non-single-family, temporary easement, permanent easement, drainage easement)?

Answer:

Single-Family – 13 tracts

Non-Single-Family – 4 tracts

Temporary Easement – 7 tracts are Temporary Construction Easements

Permanent Easement – 9 tracts are Right-of-Way Acquisitions

Drainage Easement – 1 tract is a Permanent Drainage Easement

4. Will reasonable revisions to Exhibits A and B be considered during contract negotiations after consultant selection?

Answer: Revisions may be considered, but the City cannot guarantee any revisions will be accepted.

5. The Response Form does not include LLC as a type of organization.

Answer: Please check mark corporation and type/write in LLC. This will be taken into consideration for future RFSQ's

6. How many copies of the submittals are required?

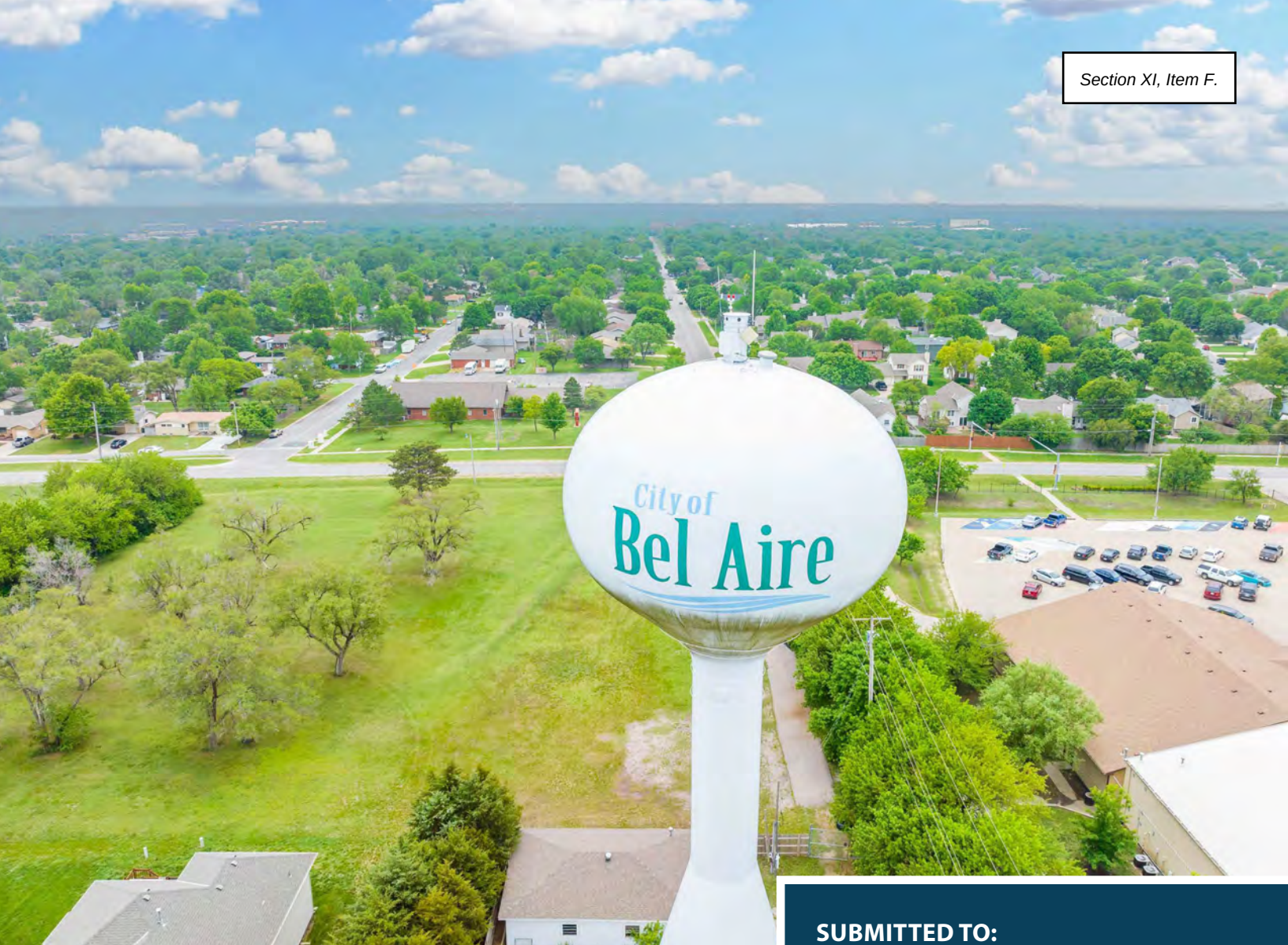
Answer: Only one hard copy is required. An electronic copy on a USB drive can be submitted in addition to the one required hard copy.

7. Will the City be posting a Q&A document as an official addendum that needs to be acknowledged on the Response Form?

Answer: Property Acquisition Services Request for Statement of Qualifications("RFSQ") No. 2026-002 Addendum #1 will be posted to the online portal before 5:00 p.m. on June 16th, 2026. This Addendum will need to be acknowledged on the Response Form.

8. Is this a federally funded project or just City funds?

Answer: This is a federally funded project through the Wichita Area Metropolitan Planning Organization (WAMPO) with required matching funds from the City. All KDOT property acquisition rules and regulations shall be adhered to.



City of Bel Aire

Property Acquisition Services

RFSQ No. 2026-002

Statement of Qualifications

SUBMITTED TO:

Anne Stephens, PE
City Engineer
City of Bel Aire
7651 E. Central Park Ave.
Bel Aire, KS 67226
P: 316.744.2451 ext. 133
E: astephens@belaireks.gov

SUBMITTED BY:

Katie Hudson, SR/WA
VP, Right of Way & Land Services
Bowman Realty Consultants, LLC
906 South 26th St.
Lincoln, NE 68510
P: 804.592.7381
E: khudson@bowman.com
bowman.com

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02	Firm Overview
03	Relevant Experience
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05	Project Team
06	Project Understanding & Approach
07	Workload & Availability
08	Project Schedule & Deliverables
09	Disclosures
10	Response Form
11	Fee Table



This PDF is interactive, with links throughout the proposal to facilitate easy navigation.

The table of contents provides direct links to each section and additional navigation buttons are included within the document for your convenience.



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[Team Organizational Chart](#)

City of
Bel Aire

SECTION

01

Established 1980

Cover Letter

Cover Letter

June 23, 2026

Anne Stephens, PE
City Engineer
City of Bel Aire
7651 E. Central Park Ave.
Bel Aire, KS 67226

RE: RFSQ No. 2026-002 | Property Acquisition Services | 45th Street N. Reconstruction Project

Dear Ms. Stephens:

Bowman Realty Consultants, LLC (Bowman) is pleased to submit our Statement of Qualifications to provide right of way acquisition services for the City of Bel Aire's 45th Street N. Reconstruction Project. **As a KDOT-certified consultant**, we understand the importance of acquiring the necessary property interests in a timely and professional manner while maintaining compliance with KDOT requirements, the Uniform Relocation Assistance and Real Property Acquisition Policies Act, and all applicable state and federal regulations.

Our team has extensive experience delivering acquisition services for transportation and infrastructure projects involving right of way acquisition, temporary construction easements, title research, appraisal coordination, negotiations, document preparation, mortgage releases, and acquisition file management. We have successfully supported federally and state-funded projects requiring detailed documentation, proactive communication, and coordination with property owners, agencies, and project stakeholders.

Katie Hudson, SR/WA, will serve as principal-in-charge and primary point of contact, with **Benny Bethel** serving as project manager. They will be supported by acquisition professionals **Zach Slavens** and **Alejandra Flores**. Appraisal services will be provided by **Cushman & Wakefield Valuation & Advisory**, led by Kirk L. Johnson and supported by Caden D. Merrick and Thomas M. Bogdon. Review appraisal services will be provided by **National Right-of-Way Review Appraisal, LLC**, with David E. Burgoyne, ASA, SR/WA, R/W-AC serving as lead review appraiser.

Bowman is fully staffed and available to begin work immediately upon Notice to Proceed. Our team is committed to maintaining thorough negotiation records, providing regular progress reporting, conducting in-person acquisition presentations whenever possible, and delivering complete, audit-ready acquisition files to support the City's goal of completing acquisitions by November 1, 2026. We appreciate the opportunity to be considered for this project and look forward to partnering with the City of Bel Aire.

Sincerely,



Katie Hudson, SR/WA

VP, Right of Way & Land Services
Bowman Realty Consultants, LLC (Bowman)
P: 804.592.7381 | E: khudson@bowman.com

City of
Bel Aire

SECTION

02

Firm Overview



Who We Are

Bowman Realty Consultants, LLC (Bowman Realty) is a subsidiary of Bowman Consulting Group Ltd. (Bowman), a trusted, multi-faceted professional services firm offering a broad range of engineering, infrastructure, environmental management, energy, and real estate solutions to public and private clients across the country. Bowman Realty specializes in right of way acquisition and easement services for transportation, utility, and energy projects, providing turn-key land services from project inception through completion. For purposes of this Statement of Qualifications, Bowman Realty Consultants, LLC is referred to herein as “Bowman.”

Our team understands the challenges clients face in time-sensitive acquisition environments and delivers solutions through clear communication and trusted relationships with property owners, agencies and project stakeholders. From local and state transportation projects to federal highway programs, our staff is experienced in researching, negotiating, and acquiring right of way in compliance with applicable regulations, including KDOT requirements and the Uniform Act. As part of Bowman, we benefit from full access to integrated survey, GIS, land, permitting, and design resources, allowing us to function as a seamless extension of any project team with a single point of contact for our clients.

31

Years in Business

\$490

2025 Gross Contract Revenue (Millions)

2,500

Number of Employees (Approx.)

107

Offices Nationwide

Team Members

Bowman's growth is driven by a commitment to clients, not simply expansion. Our clients bring expertise in their industries, products and end-users, while we focus on understanding their project goals and how to achieve them effectively. By leveraging the specialized knowledge of our local teams and the extensive resources of our national network, Bowman is prepared to deliver innovative development strategies, advanced design concepts and cutting-edge technology to support the success of each project.

2,500+ Employees
420+ Professional Engineers
150+ Fully Equipped Field Survey Crews
80+ Professional Surveyors
75+ Right of Way & Land Professionals
40+ Environmental Specialists
40+ Planners & Designers
30+ Registered Landscape Architects

Overview of Services

- Feasibility Studies and Right-of-Entry and Easement Cost Estimates
- Public Information Meeting Support
- Right-of-Entry Project Management
- Right-of-Entry Plan Review
- Right-of-Entry Agreements
- Title Searches / Title Curative
- Appraisals / Appraisal Reviews
- Parking, Access and Site Impact Studies
- Document Preparations and Parcel File Management and Reporting
- Cloud-Based Data Management
- Negotiations
- Settlements / Closing / Recordation
- Property Management
- Relocation Advisory Assistance
- Relocation Plan and Impact Statements / Report
- Site Acquisition
- Relocation Budget Estimates
- Relocation Payment Computations
- Encroachment Resolutions
- Expert Witness Court Testimony
- Eminent Domain / Condemnation Support
- Replacement Housing Plans (RHP)
- Easement and Right-of-Entry Training
- Parcel File Management, Negotiation Reporting and Acquisition Status Tracking



Regional Offices

906 South 26th St.
Lincoln, NE 68510

8670 South Peoria Ave.
Tulsa, OK 74132

520 Spirit of St. Louis Blvd.
Chesterfield, MO 63005

7245 W. Alaska Drive
Lakewood, CO 80226

Headquarters

4450 W Eau Gallie Blvd, Suite 144
Melbourne, FL 32935

Awards

Zweig Group - Hot Firm List - #4 (2025)

Forbes - Most Successful Small Cap Companies in America - #3 (2023)

Engineering News Record

#126 - Top 150 Global Design Firms (2025)

#71 - Top 500 Design Firms (2026)

#61 - Top 100 Pure Designers (2026)

#19 - Mountain States & Southwest - Top Design Firms (2025)

#38 - East - Top Design Firms (2025)

#50 - Texas & Southeast - Top Design Firms (2025)

#64 - New York & New Jersey - Top Design Firms (2024)

National Business Journals

#29 - South Florida Business Journal Largest Engineering Firm (2025)

#12 - Philadelphia Business Journal Largest Engineering Firm (2025)

#19 - Washington Business Journal Largest Engineering Firm (2025)

#25 - Louisville Business First Largest Engineering Firm (2025)

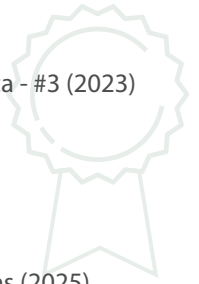
#38 - Dallas Business Journal Largest Engineering Firm (2025)

#31 - Houston Business Journal Largest Engineering Firm (2025)

#17 - Phoenix Business Journal Largest Engineering Firm (2025)

#26 - Boston Business Journal Largest Engineering Firm (2025)

MEP Giants - #95 (2024)



● Offices

National Reach

Bowman operates nationwide, **delivering services across all 50 states** through a combination of regional expertise, remote collaboration and scalable resources tailored to each client's needs.

City of
Bel Aire

SECTION

03

Relevant Experience

Relevant Project Experience



Route 7 Corridor Improvements

Fairfax County, VA

Project included widening of Route 7 to six lanes and a shared-use path for approximately seven miles. Bowman's scope of work was to provide valuations, basic acquisition report (BAR), appraisals, appraisal reviews, VDOT's RUMS data entry, negotiations and relocation advisory services for **116 parcels**.



Transform I-66 P3 Project

Fairfax and Prince William County, VA

As part of the 22.5-mile multi-modal corridor expansion in Fairfax and Prince William County, Bowman led right of way acquisition for **275 parcels** critical to construction. While many owners cooperated, commercial lenders often delayed document releases, creating significant schedule risks. Bowman addressed this through a "friendly" condemnation strategy, coordinating with property owners and legal counsel to bypass the standard 30-day Notice of Intent and file Certificates of Take directly. This proactive solution helped maintain project momentum. In addition to right of way acquisition, relocation consulting, and plan preparation services, Bowman delivered utility relocation design, survey support and LiDAR data collection.



Route 29 / Hydraulic Road Design-Build

Albemarle County, VA

Bowman provided right of way acquisition, utility relocation, and surveying services for safety, multimodal and traffic improvements along Hydraulic Road. Most parcels were acquired through negotiation, with only three requiring Certificates of Take.

“

*The **20-plus mile [I-66 P3] project** had extensive challenges and was delivered on schedule and within the expected budget. The team showed exceptional dedication and professionalism throughout. This confirms the successful execution and completion of assigned duties and obligations by the Bowman team that included negotiations, relocations and personal property move services to affected landowners along the corridor. The outcome demonstrated the team's commitment to excellence and efficiency. This project required extensive collaboration and attention to detail. I am confident that the team's expert skills and dedication would be an asset to future projects.*

Luis Tejerina
Chief Executive Officer

I-66 EXPRESS MOBILITY PARTNERS

”



Richmond Hwy (Route 1) Bus Rapid Transit

Fairfax County, VA

Bowman provided right of way services for a bus rapid transit (BRT) system along the Richmond Highway Corridor. The planned system extends from Fort Belvoir to the Huntington Metro station.



WV 522 Design-Build

Morgan County, WV

Bowman provided comprehensive right of way services supporting acquisition and relocation across **18 parcels** for the design-build construction of a new four-lane corridor in Morgan County. The scope included pre-acquisition outreach, title research, document preparation, valuations, appraisal reviews and participation in WVDOH progress meetings. Bowman managed negotiations, parcel file tracking, personal property moves, and relocation advisory services, ultimately facilitating eight residential relocations and five utility relocations along Sherril Lane and Fairview Drive. Coordination with the Division of Natural Resources and Morgan County Commission was required.



WV Route Design-Build

Marshall and Wetzel County, WV

Bowman provided right of way services for the replacement of Route 2 with a new 4-lane highway. Services included outreach, title and mineral evaluations, appraisals, negotiations and relocations across more than **80 parcels** and 38 landowners, including business, residential and industrial properties.



Route 1 Courthouse Road

Stafford County, VA

Bowman provided all acquisition services required for the parcels impacted. Project included appraisals, document preparations and data entry efforts, acquisition efforts and relocations.



Rolling Road Widening

Fairfax, VA

Bowman is providing right of way acquisition and relocation advisory services to VDOT. Scope includes project management for valuations, negotiations and relocation services, basic acquisition reports (BAR), appraisals and appraisal reviews, relocation assistance, data entry into VDOT's system and status reports.

City of
Bel Aire

SECTION

04

References



References

Contact Information

Todd DeAngelis
Communications Director
6600 University Drive
Parkland, FL 33067
P: 954.757.4126
E: tdeangelis@cityofparkland.org

Dates of Service

02/2023 - 02/2024

Contact Information

Karen Lanham
Senior Land Acquisition Manager
106 Catoctin Circle
Leesburg, VA 20175
P: 571.627.6644
E: karen.lanham@loudoun.gov

Dates of Service

2024 - Ongoing

Contact Information

Scott Freda
CIP Project Manager
401 Great Falls Street
Falls Church, VA 22046
P: 571.238.4557
E: sfreda@fallschurchva.gov

Dates of Service

2024 - Present

Client

City of Parkland, FL

Parkland Ternbridge Drainage Ditch Maintenance

Our firm provided right of way acquisition and negotiation support for the City of Parkland Ternbridge Drainage Ditch Maintenance Project, improving drainage capacity and environmental conditions. Services included community outreach, coordination with property owners and acquisition of maintenance easements across approximately 100 parcels. Through proactive communication and coordinated tracking with City staff, our team successfully facilitated easement acquisition to support drainage improvements and vegetation removal on schedule and within budget.

Client

Loudoun County, VA

Sugarland Road and East Church Road / East Frederick Drive

As part of our on-call contract with Loudoun County, our firm provided right of way acquisition services for the Sugarland Road and East Church Road Intersection Improvement Project in Sterling, Virginia, supporting construction of a mini roundabout to improve traffic operations and safety. Services included parcel review, BARs, appraisals, offer packages, negotiations, lender consents and acquisition tracking. Through coordinated communication with property owners and County staff, services were completed on schedule and within budget.

Client

City of Falls Church, VA

City of Falls Church Multimodal Improvements

Our firm is providing right of way acquisition services for the City of Falls Church West Broad Street Multimodal Improvements Project, supporting pedestrian, bicycle and transit improvements along a key corridor. Services include appraisals, BARs, title review, negotiations, relocation assistance and acquisition of temporary and permanent easements across 29 properties. Work is progressing on schedule through proactive coordination with property owners, City staff and stakeholders.



Appraiser References (Cushman & Wakefield)

Contact Information

Lauren McCarthy
Managing Partner
2435 N. Central Expy #890
Richardson, TX 75080
P: 972.693.1783
E: lmccarthy@mccarthypartners.net

Dates of Service

10/2023 - Present

Client

McCarthy Right of Way Partners

TxDOT US-380 Project

Cushman & Wakefield is providing appraisal services for the TxDOT US-380 Project involving approximately 115 parcels. The project includes a variety of improved properties, floodplain and floodway impacts and acquisition activities occurring within a highly litigious market. Appraisal reports were delivered in support of right of way acquisition activities and eminent domain proceedings.

Contact Information

Mark Heidaker
Founder and President
12770 Coit Road, Suite 830
Dallas, TX 75251
P: 713.828.5947
E: mark@pascorp.net

Dates of Service

04/2025 - 07/2025

Client

PAS Acquisition Services, LLC

TxDOT US-59 Project

Cushman & Wakefield provided appraisal services for the TxDOT US-59 Project involving approximately 72 parcels. The assignment included improved properties, outdoor advertising sign considerations, and parcels impacted by floodplain, floodway and easement encumbrances. Services were performed in support of right of way acquisition activities and project delivery.

Contact Information

Matt Yager
Real Estate Manager
1520 K Ave
Plano, TX 75074
P: 972.941.5220
E: m.matthew@plano.gov

Dates of Service

10/2023 - 05/2024

Client

City of Plano, TX

Strategic Property Acquisition Program

Cushman & Wakefield provided appraisal services for commercial and mixed-use properties acquired by the City of Plano to support police department and municipal facilities expansion efforts. Assignments included leased fee and fee simple valuation analyses completed in support of strategic property acquisition decisions.



Appraisal Review References (NR/WRA)

Contact Information

Justin Pond
Program Manager, Right of Way Section
PO Box 7129
Boise, ID 83707
P: 208.334.8832
E: justin.pond@itd.idaho.gov

Dates of Service

2016 - Present

Client

Idaho Transportation Department

Appraisal Review Services for Statewide Transportation Projects

National Right-of-Way Review Appraisal, LLC (NR/WRA) has provided review appraisal services for the Idaho Transportation Department since 2016. Services include review appraisal support for transportation-related acquisition projects administered by ITD.

Contact Information

Kristina Guzman, SR/WA
Partner
624 S Lander St, #202
Seattle, WA 98134
P: 206.459.7694
E: kristina@resgnw.com

Dates of Service

2017 - Present

Client

RES Group NW, LLC

Appraisal Review Services for Transportation and Infrastructure Projects

NR/WRA has provided review appraisal services to RES Group NW since 2017. Services include review appraisal support for right of way, transportation and infrastructure acquisition projects.

Contact Information

Carrilin Hirsch, SR/WA
Vice President
1706 Mill Wood Way
Suffolk, VA 23434
P: 757.535.1231
E: carrilin@pendulumland.com

Dates of Service

2025 - Present

Client

Pendulum Land Services

Appraisal Review Services for Transportation and Rail Corridor Projects

NR/WRA has provided review appraisal services to Pendulum Land Services since 2025. Services include review appraisal support for transportation-related acquisition projects, including assignments associated with the Virginia Passenger Rail Authority.

City of
Bel Aire

SECTION

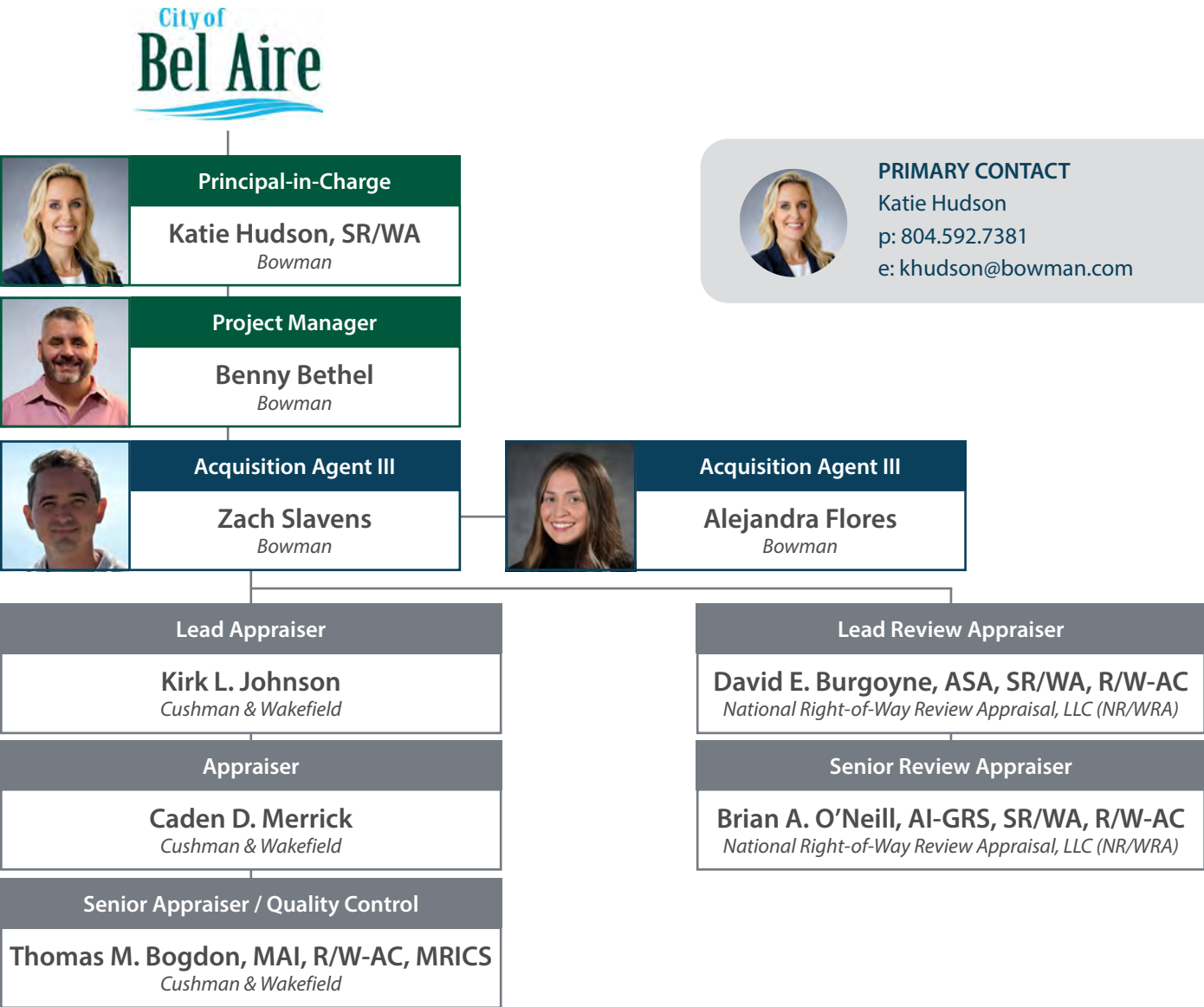
05

Established 1980

Project Team

Organizational Chart

The following organizational structure identifies the key personnel proposed to support the City of Bel Aire’s 45th Street N. Reconstruction Project. Our team combines executive oversight, project management, and experienced right of way acquisition professionals to deliver responsive coordination, regulatory compliance and effective communication throughout the acquisition process. Together, these professionals will provide the appraisal coordination, title coordination, acquisition, negotiation, and project management services necessary to successfully acquire the required property interests and support the City’s targeted acquisition completion schedule.





Katie Hudson, SR/WA

Principal-in-Charge

Katie Hudson is a senior right of way professional with more than **12 years of experience leading high-volume acquisition programs** for major utility and transportation infrastructure projects. She specializes in managing multidisciplinary right of way teams, complex easement and acquisition efforts and public-facing outreach initiatives for large-scale, fast-paced programs. Katie currently directs right of way operations throughout the United States, working closely with utility providers, contractors and public agencies to deliver compliant, efficient and community-focused right of way solutions.

Key Highlights

- ✓ **Subject Matter Expert (SME)**
- ✓ **Real Estate Brokerage License in Multiple States**
- ✓ **SR/WA**
- ✓ **12+ Years of Experience**
- ✓ **12+ Years with Bowman**

Education

M.B.A. Business Administration and Management, Capella University

Registrations

Real Estate Brokerage License:
 Kansas (pending issuance)
 Florida (BK3554419)
 Illinois (471.022874)
 Vermont (081.0134414)
 North Carolina (365869)
 Tennessee (383566)
 Nebraska (20257254)

Senior Right of Way Professional (SR/WA) (#7401) Designation 6/5/2024

Associations

International Right of Way Association (IRWA)

Experience

FPL, Storm Secure Undergrounding Program | Boynton Beach and Port St. Lucie, FL

As VP, Katie leads ramp-up and execution of a large-scale right of way program supporting relocation of overhead electrical distribution lines to underground conduit and equipment. She directs right of way technicians, outreach specialists and surveyors while coordinating with utility representatives, contractors and leadership. Her responsibilities include managing schedules and budgets, overseeing survey and right of way documentation review, certifying requirements and coordinating QA/QC processes. She supports stakeholder communication to facilitate property access and minimize delays.

TECO, Storm Protection Program | Tampa, FL

Katie served as director of right of way for Tampa Electric Company (TECO's) Storm Protection Program, leading Bowman's right of way services throughout Florida in support of utility undergrounding and storm hardening efforts. In this role, she oversaw the execution of acquisition documents and coordinated discussions related to access, environmental considerations and overlapping right of way and roadway issues. She demonstrated a strong working knowledge of applicable legislation and regulations, met regularly with agency representatives and participated in post-construction inspections and field activities to support successful project closeout.

Various Departments of Transportation Projects | Various Locations, U.S.

Katie serves as vice president of right of way, supporting Department of Transportation right of way programs. She manages appraisal and appraisal review coordination, negotiation support, relocation advisory services and DOT right of way system data entry, ensuring compliance with agency policies and federal requirements. She applies a strong working knowledge of real property law and the **Uniform Act** while overseeing right of way documentation to support schedule-driven transportation delivery.

Highway 78 Widening Project | Various Locations, SC

Project manager responsible for valuation and acquisition efforts for multiple parcels for SouthPointe Phase 3 project.



Benny Bethel

Project Manager

Benny Bethel has over 6 years of progressive experience in real estate, land acquisition, and construction across Florida, Tennessee and Iowa. His expertise includes **land acquisition, closings and recordings, easement procurement**, deed restrictions, land development, and permit approvals, supporting both public and private sector infrastructure projects. Benny's experience managing complex property transactions has equipped him with the skills to navigate permitting and acquisition processes involving local agencies and private stakeholders.

Key Highlights

- ✓ **Subject Matter Expert (SME)**
- ✓ **Real Estate Agent in FL**
- ✓ **Notary Public in FL**
- ✓ **6+ Years of Experience**

Education

B.S. Business Administration, American Institute for Business

Licenses and Certifications

Real Estate License: Florida
(SL3508186)

Notary Public: Florida

Experience

Right of Way Specialist II* | Knoxville, TN

Benny completed right of way acquisition activities for transportation projects, including ownership research, negotiations, relocations and coordination with stakeholders. He supported project budgeting, scheduling and documentation while participating in public engagement efforts to address property owner concerns. His work ensured projects progressed efficiently and met required timelines.

Right of Way Agent III* | Melbourne, FL

Benny prepared legal documentation for easement procurement and land acquisition, including interpreting deed restrictions and analyzing title reports. He coordinated with engineering and legal teams to ensure compliance with local and state requirements and supported timely completion of infrastructure projects. His work contributed to meeting project schedules and regulatory standards.

Property Manager* | Florida / Iowa

Benny managed residential and agricultural properties, overseeing lease agreements, maintenance and compliance with local regulations. He prepared documentation, conducted market analyses and coordinated with stakeholders to support efficient property operations.

*Experience prior to joining the firm



Zach Slavens

Acquisition Agent III

Zach Slavens is a detail-oriented right of way professional with 6+ years of experience supporting transportation, infrastructure and real estate projects across Indiana. Proven expertise in **title research, easement preparation, legal document review**, and coordination with attorneys, consultants and state agencies. Strong background in GIS mapping support, regulatory compliance and managing multiple real estate transactions simultaneously. Holds an Indiana Real Estate Broker's License and Notary Public License, with a solid academic foundation in geography and history and a reputation for accuracy, organization and clear communication.

Key Highlights

- ✓ **Subject Matter Expert (SME)**
- ✓ **Real Estate Broker in IN**
- ✓ **Notary Public in IN**
- ✓ **6+ Years of Experience**

Education

B.A. Geography and History, Indiana University

Certifications

Real Estate Brokerage License: Indiana (RB20001048)

Notary Public: Indiana

Associations

IRWA Chapter Ten Assistant Secretary

Experience

Bowman | *Various Counties, IN*

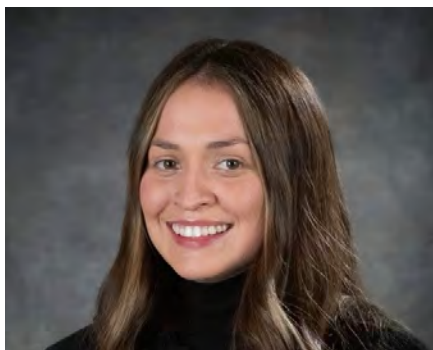
Zach is a hands-on right of way professional who performs land acquisition services for a variety of clients, managing and actively participating in landowner outreach, easement negotiations / acquisition, due-diligence research, title review, document preparation, GIS survey interpretation and project coordination to support gas and electric transmission and distribution. He communicates project risks and coordination needs with utilities, collaborates with utility project managers and landowners, and maintains client communication to keep projects moving efficiently while addressing landowner concerns and mitigating risk.

O.R. Colan | *Indiana*

Conducted detailed title research using public records to establish clear ownership and property rights. Reviewed engineering plans and right of way documentation, prepared and processed easements in compliance with state law and managed multiple real estate transactions simultaneously. Provided guidance on right of way procedures and ensured accuracy and regulatory compliance throughout the acquisition process.

Indiana Department of Transportation (INDOT), Real Estate Division | *Indiana*

Supported transportation infrastructure projects through comprehensive title and encumbrance research, legal document preparation and right of way coordination. Maintained tracking systems for surplus land disposal, assisted in revising abstracting policies and contributed to GIS mapping efforts for the U.S. 31 Initiative. Coordinated with attorneys and consultants to manage appraisals, legal descriptions and environmental documentation while handling multiple projects concurrently.



Alejandra Flores

Acquisition Agent III

Alejandra Flores has over three years of progressive experience in right of way acquisition across Michigan and Indiana. Her expertise includes acquiring permanent and temporary transmission line and gas pipeline easements, title research and analysis, landowner negotiations, and coordination with project managers, engineers, and legal teams, supporting utility clients. Alejandra's experience working with both private landowners and public stakeholders has equipped her with the skills to navigate right of way processes, title issues, and regulatory requirements involving utility providers, municipalities and governing agencies.

Alejandra is a hands-on right of way professional who not only manages but is actively involved in landowner outreach, easement negotiations, title review, document preparation, GIS and survey interpretation, project coordination, and client communication, ensuring projects move forward efficiently while addressing landowner concerns and mitigating risk.

Key Highlights

- ✓ **Subject Matter Expert (SME)**
- ✓ **Notary Public in MI**
- ✓ **3+ Years of Experience**

Education

B.S. Business Administration, Logistics Management and Marketing,
University of Central Michigan

Certifications

Notary Public: Michigan

Experience

Bowman | Various Counties, IN

As a Right of Way Agent, Alejandra has successfully acquired **over 200 permanent easements** needed throughout agricultural and urban areas to address the aging facilities needing replacement. She worked closely with each landowner to address concerns and offer quick solutions from working with engineering and forestry to move along project for client in a timely manner while still meeting the needs of the affected landowners.

Consumers Energy - Various New Business Projects* | Various Counties, MI

As a Right of Way Agent, she was able to successfully manage and execute all new business, LVD gas and electric projects across 5 counties in Michigan for Consumers Energy client. She was responsible for all easement research in internal system to analyze all documents associated with legal description. She performed title research across multiple external sources and Register of Deeds to prepare for easement document creation. She utilized internal GIS systems to ensure accuracy of associated deeds on property and existing easement locations. She successfully performed notaries and acquired easements through various negotiations with landowners while working closely with engineers and project managers for client success.

*Experience prior to joining the firm



Kirk L. Johnson

Lead Appraiser

Key Highlights

- ✓ **Kansas Certified General Real Estate Appraiser**
- ✓ **Right of Way Acquisition Valuation Experience**
- ✓ **Multi-State Certified General Appraiser**
- ✓ **13+ Years of Experience**

Education

B.S. North Dakota State University

Certifications

Certified General Real Estate Appraiser:
Kansas (G-3103)
Missouri (2016039156)
Nebraska (CG2017005R)
Illinois (553.002586)
Iowa (CG03545)
South Dakota (1501CG)
North Dakota (CG-222184)
Texas (TX 1381283 G)
Arkansas (CG-4344)

Associations

Candidate for Designation, Appraisal Institute

Kirk Johnson is a Director with **Cushman & Wakefield Valuation & Advisory** based in the Kansas City office. He serves clients throughout Kansas, Missouri, Nebraska, Illinois, Iowa, North Dakota, South Dakota, North Carolina and Texas. Kirk began his real estate career in 2001 and transitioned into appraisal practice in 2012. His valuation experience includes agricultural properties, vacant land, office buildings, retail buildings, multifamily properties, manufactured housing communities, automobile dealerships, industrial properties and right of way acquisitions. He will serve as lead appraiser for the City of Bel Aire project.

Experience

TxDOT Southeast Connector | *Texas*

Provided appraisal services and testimony support for approximately 45 parcels associated with a major transportation improvement project between January 2020 and May 2021.

I-27 Improvements | *Randall County, TX*

Performed right of way appraisal assignments for 23 parcels associated with interstate corridor improvements over approximately 8.8 miles.

FM 407 Widening Project | *Denton County, TX*

Provided appraisals for 19 parcels associated with roadway widening improvements across the communities of Northlake and Corral City.

NCDOT U-5713 / R-5777 | *Craven County, NC*

Completed appraisal assignments associated with a transportation corridor improvement project involving approximately 200 parcel reports completed between 2019 and 2021.

Georgia Department of Transportation Appraisal Services | *Georgia*

Provided appraisal services for transportation projects under Georgia Department of Transportation appraisal contracts beginning in 2021.



Caden D. Merrick

Appraiser

Key Highlights

- ✓ **Kansas Certified General Real Estate Appraiser**
- ✓ **Right of Way Acquisition Valuation Experience**
- ✓ **Multi-State Certified General Appraiser**
- ✓ **3+ Years of Experience**

Education

B.S. Business Administration, Dual
Emphasis in Finance and Real Estate,
University of Missouri-Columbia

Certifications

Certified General Real Estate Appraiser:
Kansas (G-5328)
Iowa (CG04288)
Missouri (2026014543)

Associations

Practicing Affiliate, Appraisal Institute

Caden Merrick is an Associate Director with **Cushman & Wakefield Valuation & Advisory** in Kansas City. He began his appraisal career in 2022 under the mentorship of Kirk Johnson and has focused on automobile dealership, industrial and right of way acquisition valuation assignments. He has also participated in the valuation of aviation properties and retail centers. Caden has completed appraisal assignments across numerous states and will support appraisal production for the City of Bel Aire project.

Experience

Right of Way Acquisition Valuation Assignments | *Various Locations, U.S.*

Performed appraisal assignments involving right of way acquisition valuation under the supervision of senior valuation professionals.

Industrial Property Valuation Assignments | *Various Locations, U.S.*

Completed valuation assignments involving industrial property types throughout multiple states.

Automobile Dealership Valuation Assignments | *Various Locations, U.S.*

Performed appraisal assignments involving automobile dealership properties and related commercial real estate assets.

Aviation Property and Retail Valuation Assignments | *Various Locations, U.S.*

Participated in the valuation of aviation properties and retail centers beginning in 2024.



Thomas M. Bogdon, MAI, R/W-AC, MRICS

Senior Appraiser / Quality Control

Key Highlights

- ✓ MAI Designation
- ✓ R/W-AC Designation
- ✓ Eminent Domain & Litigation Experience
- ✓ 40+ Years of Experience

Education

B.B.A. Management, Texas Tech University

Certifications

MAI Designation, Appraisal Institute
MRICS Designation, Royal Institution of Chartered Surveyors
Right of Way Appraisal Certified (R/W-AC)

Associations

Appraisal Institute, Member No. 8312

Thomas Bogdon is a Senior Director with **Cushman & Wakefield Valuation & Advisory** and has been engaged in real estate valuation and consulting since 1983. Throughout his career, he has provided appraisal and consulting services for a broad range of purposes, including sale, loan, arbitration, eminent domain, litigation, tax matters, easements, leased fee and leasehold interests and appraisal reviews. His clients have included developers, investors, attorneys, lenders, public agencies, institutional advisors and condemning authorities. Thomas has also provided expert witness testimony in eminent domain hearings and trials. He will provide senior quality control and appraisal oversight for the City of Bel Aire project.

Experience

Eminent Domain Valuation Assignments | Various Locations, U.S.

Provided valuation and consulting services supporting eminent domain matters, easement acquisitions, litigation support, and appraisal review assignments for public and private clients.

Public Agency Valuation Services | Various Locations, U.S.

Provided appraisal and consulting services for public agencies, institutional advisors, and condemning authorities involving acquisition, valuation and review assignments.

Litigation and Expert Witness Services | Various Locations, U.S.

Provided expert witness testimony before Superior Courts of Dallas and Tarrant County, Federal Bankruptcy Courts, and local courts in support of valuation and eminent domain matters.

Current Value Portfolio Appraisals and Reviews | Various Locations, U.S.

Performed valuation and review assignments involving leased fee interests, leasehold interests, easements and portfolio valuation services.



David E. Burgoyne, ASA, SR/WA, R/W-AC

Lead Review Appraiser

Key Highlights

- ✓ **AQB Certified USPAP Instructor**
- ✓ **Kansas Certified General Real Estate Appraiser**
- ✓ **SR/WA & R/W-AC Designations**
- ✓ **42+ Years of Experience**

Education

B.A. Liberal Arts (Physics-Astronomy Concentration), Colgate University

Licenses and Certifications

Certified General Real Estate Appraiser: Kansas

Senior Right of Way Professional (SR/WA)

Right of Way Appraisal Certified (R/W-AC)

Appraiser Qualifications Board (AQB)
Certified Uniform Standards of Professional Appraisal Practice (USPAP) Instructor

PEAK and CLIMB Certified International Right of Way Association Instructor

Associations

American Society of Appraisers (ASA)

David Burgoyne is one of the nation's most experienced right of way valuation and review appraisal professionals. He has performed appraisal and review appraisal services for transportation agencies, local public agencies, utility providers and federally funded infrastructure projects throughout the United States. As Technical Director of **National Right-of-Way Review Appraisal, LLC**, he specializes exclusively in review appraisal services supporting Uniform Act-compliant acquisitions. Since its formation in 2017, NR/WRA has completed more than 2,000 appraisal review reports. David is a Kansas Certified General Appraiser, AQB Certified USPAP Instructor, ASA Designated Member and Senior Right of Way Professional (SR/WA). He will serve as lead review appraiser for the City of Bel Aire project and will oversee review appraisal services to support compliance with KDOT requirements, the Uniform Act and applicable federal regulations.

Experience

Idaho Transportation Department Review Appraisal Program | Idaho
Review appraisal consultant to the Idaho Transportation Department since 2016.

I-15 / US-20 / US-26 Realignment Project | Idaho Falls, ID

Providing appraisal review services for transportation improvements associated with the realignment of Interstate 15, U.S. Highway 20 and U.S. Highway 26 in Idaho Falls.

145th Street Corridor Project (Stages 2 & 3) | Shoreline, WA

Provides appraisal review services supporting transportation corridor improvements in Shoreline, Washington.

Edmonds Highway 99 Gateway Revitalization Project | Edmonds, WA

Provides appraisal review services supporting transportation improvements in Edmonds, Washington.

SH-16 Transportation Improvements | Idaho

Completed appraisal review assignments associated with the SH-16 transportation project.

US-95 Transportation Improvements | Idaho

Provided appraisal review services associated with transportation improvements along the U.S. 95 corridor.

Virginia Passenger Rail Authority Projects | Richmond and Northern Virginia

Provides appraisal review services for projects associated with the Virginia Passenger Rail Authority through Pendulum Land Services in Richmond and Northern Virginia.



Brian A. O'Neill, AI-GRS, SR/WA, R/W-AC

Senior Review Appraiser

Key Highlights

- ✓ **AI-GRS Designation**
- ✓ **SR/WA & R/W-AC Designations**
- ✓ **National Right of Way Review Expertise**
- ✓ **30+ Years of Experience**

Education

B.S. Interdisciplinary Studies
(Molecular Biology Concentration),
Towson University

Certifications

AI-GRS Designation, Appraisal Institute
Senior Right of Way Professional (SR/
WA)
Right of Way Appraisal Certified (R/W-
AC)
American Society of Appraisers
Appraisal Review & Management
Certificate
Certified General Real Property
Appraiser (Multiple States)

Associations

Appraisal Institute
International Right of Way Association
American Society of Farm Managers
and Rural Appraisers

Brian O'Neill is an appraisal professional with more than 30 years of experience specializing in right of way valuation, appraisal review, eminent domain, easement valuation, and partial acquisition assignments. As Managing Director and Chief Review Appraiser for **National Right-of-Way Review Appraisal, LLC (NR/WRA)**, he has completed thousands of appraisal reports and appraisal review reports for municipal, state, and federal agencies, as well as right of way consultants and infrastructure project teams throughout the United States. His experience includes highway, utility, airport, pipeline, railroad, wastewater, and other public infrastructure projects requiring Uniform Act-compliant acquisition support. He will provide appraisal review services for the City of Bel Aire project.

Experience

Transportation Right of Way Projects | *Various Locations, U.S.*

Completed appraisal reviews and valuation assignments supporting highway, roadway, and transportation corridor improvement projects throughout the United States.

Easement and Partial Acquisition Assignments | *Various Locations, U.S.*

Provided appraisal review services involving permanent easements, temporary construction easements, partial acquisitions, and complex valuation assignments associated with public infrastructure projects.

Airport Expansion and Avigation Easement Projects | *Various Locations, U.S.*

Performed appraisal and appraisal review assignments associated with airport expansion projects and avigation easement acquisitions.

Utility, Pipeline, and Transmission Corridor Projects | *Various Locations, U.S.*

Provided appraisal review services for utility, pipeline, subsurface corridor, and high-voltage transmission line projects requiring acquisition of property rights and easements.

Railroad and Public Infrastructure Projects | *Various Locations, U.S.*

Completed appraisal reviews associated with railroad corridor improvements, wastewater facilities, and other public infrastructure projects.

Complex Eminent Domain Valuation Assignments | *Various Locations, U.S.*

Performed appraisal and appraisal review assignments involving residential, commercial, industrial, agricultural, multifamily, and special-purpose properties subject to eminent domain and acquisition activities.

City of
Bel Aire

SECTION

06

Project Understanding & Approach

Project Understanding

The City of Bel Aire's 45th Street N. Reconstruction project represents a critical transportation improvement that will enhance roadway safety, traffic operations, drainage, and long-term infrastructure reliability along a key east-west corridor between Oliver Street and Woodlawn Avenue. As part of this KDOT-administered project, the City requires comprehensive right of way acquisition services to secure the property interests necessary for construction while maintaining compliance with all applicable federal, state and KDOT requirements. The project includes **approximately 17 affected tracts** consisting of a combination of permanent **right of way acquisitions, temporary construction easements, and a permanent drainage easement**, with acquisition activities targeted for completion by **November 1, 2026**.

Our understanding is that the City seeks a single consultant team capable of delivering the full range of acquisition services, including title research, valuation and appraisal services, appraisal review, acquisition negotiations, document preparation, mortgage releases, notarization, progress reporting and acquisition file management. The selected consultant will be expected to work closely with City staff, utilize City-provided tract maps and legal descriptions and maintain complete documentation throughout the acquisition process. Particular emphasis will be placed on thorough negotiation records, timely communication, and the preparation of acquisition packages and reports that satisfy KDOT standards and withstand regulatory review.



Existing conditions at the 45th Street N. and Oliver Street intersection. Bowman will work directly with affected property owners to acquire the right of way and easements necessary to support planned roadway improvements.

We recognize several factors that will be critical to successful project delivery, including coordinating acquisitions across multiple ownership types, maintaining the project schedule necessary to meet the City's targeted acquisition completion date, obtaining timely mortgage releases where required, addressing temporary and permanent easement impacts, and ensuring all acquisition activities satisfy **KDOT and Uniform Act requirements**. Early identification of title, valuation, or ownership issues will be essential to minimizing delays and maintaining project momentum.

We recognize that successful delivery of this assignment extends beyond obtaining signatures and recorded documents. Property owners must be treated professionally, respectfully and consistently throughout the acquisition process. Many of the affected tracts are residential properties, requiring clear communication regarding project impacts, property rights, compensation determinations and construction activities. Maintaining

positive public relations while protecting the City's interests is essential to minimizing delays and reducing the likelihood of disputes or condemnation proceedings.

We also understand that the City will evaluate respondents based on their demonstrated understanding of project challenges, approach to completing the work, qualifications of assigned personnel, and ability to provide timely, cost-effective services. Our approach will focus on proactive coordination, early identification of title or ownership issues, diligent scheduling of acquisition meetings, and continuous status reporting to keep the City informed of progress and potential risks. By combining experienced acquisition professionals, qualified appraisal resources, and proven project management practices, we will assist the City in obtaining the necessary property interests efficiently while maintaining full compliance with KDOT requirements and supporting the successful advancement of the 45th Street N. Reconstruction project.



Project Approach

Bowman will deliver a comprehensive, compliant and schedule-driven right of way acquisition program in support of the City of Bel Aire's 45th Street N. Reconstruction Project. Our approach combines deep technical expertise with a strong understanding of the local Bel Aire and greater Wichita market, allowing us to effectively navigate property owner expectations, development patterns and regional considerations that influence successful acquisition outcomes.

Project Initiation and Local Coordination

Upon notice to proceed, Bowman will:

- Conduct a project kickoff meeting with City staff to confirm scope, communication protocols and schedule expectations
- Review project plans, tract maps and ownership data with attention to local land use patterns
- Establish a project-specific acquisition plan and tracking system
- Identify potential risks unique to the corridor

Local Perspective

Bowman recognizes that the 45th Street corridor between Oliver and Woodlawn sits within one of the fastest-growing areas of the Wichita metro, characterized by:

- Ongoing residential development and subdivision growth
- Increasing commercial pressure along key north-south routes like Oliver and Woodlawn
- A mix of long-term property owners and newer residents

This insight allows Bowman to anticipate landowner concerns and tailor engagement strategies accordingly.

Title Services

Bowman will provide all required title services necessary to support acquisition, including title commitments, ownership verification and coordination of curative actions. These services will be performed by qualified staff and / or in partnership with experienced local title professionals in Sedgwick County to ensure accuracy, efficiency and compliance with KDOT requirements.

- Bowman will manage all title-related activities to ensure each tract can be acquired with clear and marketable title:
- Order and review title commitments for all subject parcels
- Identify encumbrances, liens and easements
- Coordinate required mortgage releases and lien satisfactions
- Verify ownership and confirm all parties of interest

30⁺

DOT Right of Way Projects

1,200⁺

Acquisitions

100⁺

Residential and Business Relocations



At Bowman, we treat our clients and their projects as our top priority. We understand that success is built on our ability to respond correctly and quickly to their needs





- Resolve title issues early to prevent delays

Local Perspective

Bowman's familiarity with Sedgwick County title practices and local title providers enables efficient processing and quicker resolution of title-related issues.

Appraisal and Review Services

Bowman will provide valuation and review appraisal services consistent with KDOT requirements, the Uniform Act and applicable federal regulations. Qualified appraisal professionals will prepare valuation reports for affected tracts, while independent review appraisal services will be provided by **National Right-of-Way Review Appraisal, LLC (NR/WRA). David E. Burgoyne, ASA, SR/WA, R/W-AC** will serve as lead review appraiser and will verify appraisal adequacy, regulatory compliance and supportable valuation conclusions prior to establishment of just compensation. Administrative quality control reviews will also be performed by NR/WRA staff to promote consistency, completeness and compliance with applicable standards.

Local Market Considerations

Our valuations reflect:

- Increasing property values in northeast Sedgwick County

- Development pressure along Oliver Street and Woodlawn Avenue corridors
- Local trends affecting residential and transitional land uses

Pre-Acquisition Coordination and Property Verification

Prior to negotiations, Bowman will:

- Confirm ownership and parcel data
- Verify legal descriptions against plans and title commitments
- Coordinate with the City to resolve discrepancies
- Prepare complete acquisition packages for each tract

Acquisition and Negotiation Strategy

Bowman's approach emphasizes professionalism, transparency and local credibility.

Offer Presentation

- Conduct in-person offer presentations whenever possible
- Clearly explain:
 - Project purpose and benefits
 - Property impacts
 - Compensation methodology
 - Property owner rights under the Uniform Act

Local Engagement Approach

Recognizing Bel Aire's community-focused environment, Bowman will:

- Prioritize respectful, relationship-based communication
- Address concerns of both long-term residents and newer property owners
- Provide clear, consistent messaging to build trust

Negotiation Process

Utilize a flexible, solution-oriented approach

- Address concerns related to access, impacts and future use
- Coordinate with the City on administrative settlements if needed

Documentation

- Maintain detailed negotiation logs
- Prepare all acquisition documents, including:
 - Offer letters
 - Easement / ROW agreements
 - Payment vouchers
 - W-9 forms

Project Management and Reporting

Bowman will actively manage all acquisition activities:

- Utilize a centralized tracking system for all tracts
- Provide regular progress reports detailing:
 - Contact status





Focused on Results

- 17 acquisition tracts
 - KDOT-compliant process
 - In-person owner outreach
 - Proactive schedule management
- Clear communication and reporting
- Targeted completion by November 1, 2026

- Offer delivery
- Negotiation progress
- Issue resolution

Local Coordination Benefit

Our experience in the region supports:

- Efficient coordination with local stakeholders
- Faster resolution of issues
- Strong communication with property owners

Schedule Management

Bowman is committed to meeting the November 1, 2026 acquisition deadline. We will:

- Develop a detailed acquisition schedule with defined milestones
- Prioritize critical tracts
- Perform parallel processing of tasks
- Allocate sufficient staff resources

Local Timing Considerations

We account for:

- Seasonal property owner availability
- Ongoing regional development activity
- Potential external coordination needs

Compliance and Quality Assurance

Bowman will ensure full compliance with:

- KDOT Right of Way Manual and procedures
- Uniform Relocation Assistance Act
- All applicable regulations

Quality measures include:

- Internal document review processes

- Standardized acquisition procedures
- Continuous compliance monitoring

Closeout and Deliverables

Upon completion, Bowman will:

- Execute and **notarize all required documents**
- Deliver complete acquisition packages to the City
- Confirm title transfer and recording
- Provide final documentation consistent with KDOT requirements

Commitment to the City of Bel Aire

Bowman is committed to:

- Delivering on-time, compliant acquisitions
- Maintaining positive landowner relationships
- Providing transparent communication and coordination
- Leveraging local market understanding to minimize risk and support project success

City of
Bel Aire

SECTION

07

Workload & Availability

TEAM AVAILABILITY

NAME	PROJECT ROLE	YEARS OF EXPERIENCE	COMMITMENT / INVOLVEMENT (%)
Katie Hudson, SR/WA	Principal-in-Charge	12+	20%
Benny Bethel	Project Manager	6+	50%
Zach Slavens	Acquisition Agent III	6+	50%
Alejandra Flores	Acquisition Agent III	3+	50%
Kirk L. Johnson (C&W)	Lead Appraiser (Subconsultant)	13+	20%
Caden D. Merrick (C&W)	Appraiser (Subconsultant)	3+	20%
Thomas M. Bogdon (C&W)	Senior Appraiser / Quality Control (Subconsultant)	40+	20%
David E. Burgoyne (NR/WRA)	Lead Review Appraiser (Subconsultant)	42+	20%
Brian A. O'Neill (NR/WRA)	Senior Review Appraiser (Subconsultant)	28+	20%

Bowman is **fully staffed and available to begin work immediately** upon Notice to Proceed. Our proposed team has been specifically assembled to provide the acquisition, appraisal coordination, title coordination and project management resources necessary to successfully complete the City of Bel Aire's acquisition program within the targeted November 1, 2026 completion schedule.

The project will be managed by Benny Bethel, who will serve as the City's primary point of contact and oversee day-to-day acquisition activities, schedule management, reporting and coordination with City staff. Executive oversight and quality assurance will be provided by Katie Hudson, SR/WA, while Zach Slavens and Alejandra Flores will support title review, acquisition package preparation, property owner outreach, negotiations and acquisition tracking.

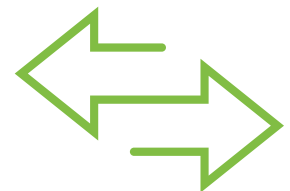
Because the project involves approximately seventeen affected tracts, including right of way acquisitions, temporary construction easements, and a permanent drainage easement, our staffing approach allows **multiple acquisition activities to occur concurrently**, reducing schedule risk and maintaining project momentum.

In addition to the personnel identified for this assignment, Bowman maintains a broader network of right of way, appraisal coordination and land services professionals that can be deployed if project conditions require additional resources. This depth of staff provides flexibility to address

unforeseen title issues, accelerated schedules, complex negotiations, or increased reporting requirements without disrupting project progress. By leveraging both **dedicated project staff and the resources** of our larger organization, Bowman can maintain consistent service levels, meet critical milestones and respond quickly to City requests throughout the duration of the assignment.

Bowman utilizes established project management procedures, cloud-based tracking systems, and regular internal coordination meetings to monitor progress, identify potential challenges early and ensure resources remain available throughout the assignment. This approach allows our team to **maintain responsiveness** to both City staff and property owners while providing timely progress reporting, complete acquisition documentation and consistent communication throughout the acquisition process.

Based on our current and projected workload, Bowman is confident in our ability to dedicate the personnel, resources, and management attention necessary to deliver timely, high-quality acquisition services while maintaining full compliance with KDOT requirements and supporting the successful advancement of the 45th Street N. Reconstruction project.



City of
Bel Aire

SECTION

08

Project Schedule & Deliverables



Project Schedule & Deliverables

Bowman is committed to delivering right of way acquisition services with measurable performance standards that align with industry best practices and KDOT expectations. Our team tracks and manages acquisition performance using the following key metrics:

Acquisition Cycle Times

- **Initial contact with property owner:** within 5 business days of authorization to proceed
- **Offer presentation:** within 10–15 business days following receipt of approved appraisal and title
- **Average negotiation duration:** 30–60 days per tract, depending on complexity
- **Total acquisition completion:** structured to meet or exceed the November 1, 2026 deadline

Property Owner Contact Standards

- Minimum of 3 documented contact attempts (combination of in-person, phone and written communication) prior to escalation
- In-person meetings prioritized for initial offer delivery and critical negotiations
- All communications documented in real-time negotiation logs

Negotiation Success Rates

- Target 90–95% of acquisitions completed without condemnation
- Emphasis on early issue identification and proactive problem resolution to avoid administrative or legal escalation

Documentation and Compliance Accuracy

- 100% compliance with KDOT and Uniform Act documentation requirements
- Internal quality control reviews conducted on all acquisition packages prior to submission
- Zero-tolerance standard for incomplete or non-compliant documentation

Schedule Adherence

- Maintain 95% on-time milestone completion rate
- Weekly internal progress tracking to identify and resolve schedule risks early
- Immediate escalation of critical path delays to City staff with recommended mitigation strategies

Reporting and Transparency

- Provide bi-weekly or monthly progress reports, as requested by the City
- Maintain a real-time tract status tracker accessible to project stakeholders
- Deliver clear status updates including:
 - Contact status
 - Offer status
 - Negotiation progress
 - Issue resolution actions

Customer Service and Landowner Relations

- Maintain a professional, respectful approach in 100% of landowner interactions
- Target high cooperation rates through clear communication and responsiveness
- Resolve landowner inquiries within 2 business days whenever possible

Performance Commitment

Bowman integrates these metrics into daily project management practices to ensure:

- Accountability at every stage of acquisition
- Predictable, on-schedule delivery
- High-quality, compliant acquisition packages
- Positive landowner engagement and outcomes

City of
Bel Aire

SECTION

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Established 198

Disclosures



Disclosures

Litigation, Claims and Disciplinary Actions

Bowman is not aware of any current, pending, or threatened disciplinary actions, professional sanctions, or administrative proceedings that would impair our ability to perform the services described in this RFSQ. Furthermore, neither Bowman Realty Consultants, LLC nor the proposed project team members assigned to this project are aware of any pending claims, arbitration proceedings, mediation proceedings, or litigation that would materially affect our ability to successfully perform the required services for the City of Bel Aire.

Conflicts of Interest

Bowman has reviewed the requirements of this assignment and is not aware of any actual or potential conflicts of interest involving the City of Bel Aire, its elected officials, employees, agents, consultants, or project stakeholders that would impair our ability to provide objective and professional services. Should any actual or potential conflict arise during the course of the project, Bowman will promptly disclose the matter to the City and work cooperatively to resolve it in a manner acceptable to the City.

Confidentiality Commitment

Bowman understands that project information, acquisition records, property ownership information, valuation data, negotiations and other project-related materials may contain confidential or sensitive information. Bowman agrees to maintain strict confidentiality with respect to all aspects of this project and will protect City information in accordance with applicable federal, state, and local requirements, including the provisions outlined in the City's RFSQ and resulting agreement. Access to project information will be limited to personnel directly involved in the performance of services for this assignment.

Public Communications

Bowman understands the importance of maintaining consistent and accurate public communications throughout the acquisition process. Bowman agrees that all media inquiries, citizen requests for information and inquiries from public officials regarding this project will be directed to the City's designated project manager or authorized City representative. Project team members will not provide official statements or project information on behalf of the City unless specifically authorized to do so by the City.

Review of City Contract Documents

Bowman has reviewed the City of Bel Aire's Mandatory Contractual Provisions (Exhibit A) and Mandatory Independent Contractor Addendum (Exhibit B) included with the RFSQ. At this time, Bowman does not propose any exceptions, revisions, or modifications to either exhibit and understands these provisions may form part of the final agreement. Should clarification of any provision become necessary during contract negotiations, Bowman will work cooperatively with the City to address such matters in a manner acceptable to both parties.

City of
Bel Aire

SECTION

10

Established

Response Form



Response Form

RESPONSE FORM PROPERTY ACQUISITION SERVICES

RESPONSE FORM (RFSQ 2026-002)

(Must be submitted with Respondent's Statement of Qualifications for Right of Way Acquisition Services for the CITY OF BEL AIRE)

The undersigned, on behalf of the Respondent, certifies that Respondent's submittal package: (1) is submitted without previous understanding, agreement or connection with any person, team or corporation making another proposal for the same services; (2) is submitted without collusion or fraud; (3) is submitted by a person who is legally empowered to bind the Respondent in whose name the proposal is submitted; (4) is submitted with full understanding of all provisions of the RFSQ; (5) if accepted by the City, is guaranteed as submitted and with any subsequent Respondent amendments approved by the City and will be implemented as stated; and (6) the Respondent, if selected by the City, will enter into a contract consistent with its proposal notwithstanding any subsequently discovered errors therein.

RESPONDENT Bowman Realty Consultants, LLC

CONTACT Katie Hudson

ADDRESS 906 South 26th Street CITY/STATE Lincoln, NE ZIP 68510

PHONE 804.592.7381 FAX N/A

TAXPAYER I.D. NUMBER 84-3646260

WEB SITE ADDRESS bowman.com E-MAIL khudson@bowman.com

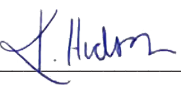
TYPE OF ORGANIZATION (check one):

* **Bowman Realty Consultants is an LLC**

Sole Proprietorship ☐ Partnership ☐ Corporation ☒ Public Corporation

Respondent acknowledges receipt of the following addenda: #1 ☒, #2 ☐, #3 ☐

Respondent acknowledges it has examined the RFSQ, including all of its requirements, terms, conditions, and sections. Exceptions to any part of the RFSQ or any attachments or addenda thereto should be clearly delineated and detailed.

AUTHORIZED SIGNATURE: 

TITLE VP, Right of Way & Land Services DATE 6/23/26

City of
Bel Aire

SECTION

11

Established



Fee Table



Fee Table

FEE TABLE

Just Compensation Valuation Service	Amount
• Single Family Residential	\$900.00
• Non-Single Family Residential	\$900.00
Appraisal fee for damages in excess of \$10,000	
• Single Family Residential	\$300.00 (Hourly)
• Non-Single Family Residential	\$300.00 (Hourly)
Acquisition Services	
• Single Family Residential	\$4,500.00
• Non-Single Family Residential	\$4,500.00
Hourly Rate for Additional Services, including Condemnation Proceedings	\$250 /hr.
Other Fees – Please list below	
Title Services	\$525 (Per Parcel)
Closing & Recording Services	\$700 (Per Parcel)
Review Appraisal	\$2,500.00 (Per Parcel)

RESPONSE FORM PROPERTY ACQUISITION SERVICES

RESPONSE FORM (RFSQ 2026-002)

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The undersigned, on behalf of the Respondent, certifies that Respondent's submittal package: (1) is submitted without previous understanding, agreement or connection with any person, team or corporation making another proposal for the same services; (2) is submitted without collusion or fraud; (3) is submitted by a person who is legally empowered to bind the Respondent in whose name the proposal is submitted; (4) is submitted with full understanding of all provisions of the RFSQ; (5) if accepted by the City, is guaranteed as submitted and with any subsequent Respondent amendments approved by the City and will be implemented as stated; and (6) the Respondent, if selected by the City, will enter into a contract consistent with its proposal notwithstanding any subsequently discovered errors therein.

RESPONDENT LAND ACQUISITIONS, INC.

CONTACT Gerald Cain

ADDRESS 4834 SW 4th Terrace CITY/STATE EL DORAD KS ZIP 67042

PHONE 630-417-5830 FAX _____

TAXPAYER I.D. NUMBER 36-4303020

WEB SITE ADDRESS WWW.LANDACQUISITIONSINC.COM E-MAIL geraldcain@landacquisitionsinc.com

TYPE OF ORGANIZATION (check one):

Sole Proprietorship _____ Partnership _____ Corporation x Public Corporation

Respondent acknowledges receipt of the following addenda: #1 x, #2 _____, #3 _____

Respondent acknowledges it has examined the RFSQ, including all of its requirements, terms, conditions, and sections. Exceptions to any part of the RFSQ or any attachments or addenda thereto should be clearly delineated and detailed.

AUTHORIZED SIGNATURE: 

TITLE President DATE 06/22/2026

FEE TABLE

Just Compensation Valuation Service	Amount
• Single Family Residential	\$ 450.00 per parcel
• Non-Single Family Residential	\$ 450.00 per parcel
Appraisal fee for damages in excess of \$10,000	
• Single Family Residential	\$2,500.00 per report
• Non-Single Family Residential	\$1,700.00 per report
Acquisition Services	
• Single Family Residential	\$1,900.00 per parcel
• Non-Single Family Residential	\$1,900.00 per parcel
Hourly Rate for Additional Services, including Condemnation Proceedings	\$225.00/hr.
Other Fees – Please list below	
Appraisal Review	\$ 750.00 per report
Title Certificate	\$ 300.00 per parcel



LAND ACQUISITIONS, INC.

4834 SW 4th Terrace El Dorado KS 67042
Phone 1.630.417.5830

Section XI, Item F.

June 22, 2026

Bel Aire City Hall
7651 E Central Park Avenue
Bel Aire KS 67226

Re: Property Acquisition Services Request for
Statement of Qualifications ("RFSQ") No. 2026-002

Dear Sirs:

We at Land Acquisitions, Inc. (LAI) appreciate the opportunity to present this proposal for acquisition/negotiation consulting services in conjunction with the above-mentioned project. I am well acquainted with the project corridor and many of the owners. It is my belief that we can accomplish your stated goals in an expeditious manner.

As you review the attached proposal, your attention is drawn to several key features:

1. LAI has a permanent office located in the Wichita area.
2. All primary project staff members are in Kansas, including four in the Wichita metropolitan area.
3. We have completed numerous similar projects for the City of Wichita. Most recently, we completed the Dougals Avenue project fast track project with 175+ tracts in less than 4 months.
4. Being in the Wichita area, the uncertain nature of the project schedule does not have any impact on our efforts or to our proposed fees.
5. Our existing relationships with local real estate experts as well as our knowledge and experience in the local real estate market is unsurpassed by any of our competitors. Additionally, I am a licensed real estate broker by the Kansas Real Estate Commission.
6. All project personnel to be assigned to the project have experience in federally funded projects subject to the Uniform Relocation and Real Property Acquisition Act.
7. Also, all key team members have performed similar service for the City of Wichita. I have been involved in numerous projects for the City of Wichita as well as other right-of-way acquisition projects for KDOT as well as numerous local agencies.
8. We acknowledge receipt of the RFSQ along with Addendum No. 1.
9. LAI has no current, pending, or potential disciplinary action, or complaint(s), or other like proceedings including any claims in arbitration, mediation, or litigation against the respondent or any partner, principal or associate of LAI nor its team.
10. LAI has no known conflicts of interest with the City, its officers, agents and employees.

I look forward to your favorable consideration of our proposal.

Sincerely,

LAND ACQUISITIONS, INC.

Gerald K. Cain
President & CEO

attachments



FIRM DESCRIPTION

Land Acquisitions, Inc. (LAI), established in 1986, is a privately owned, fully licensed multi disciplined real estate consulting firm servicing the needs of select government agencies and private utility companies. Work is coordinated through regional offices located in Kansas and Illinois. For the purpose of the proposed project, all work will be coordinated with and through our Kansas office.

Through these offices we coordinate the project work required for the diverse needs of our clients. Routine services begin with assisting clients in estimating the cost of real estate associated with various design alternatives. Services continue with ownership identification, appraisal and negotiation services administered by LAI's experienced staff of real estate professionals.

Utilizing state-of-the-art technology, we are able to provide our clients with "real time" information for use in monitoring the status of any given project. Additionally, information collected during an acquisition program can be merged with engineering data for incorporation into a client's existing geographic information system.

LAI is very cognizant of the financial constraints that are sometimes imposed on our clients, therefore, we strive to provide each client with cost-effective acquisition services tailored to meet their needs. To achieve this goal, we practice a singular philosophy -- to provide PROFESSIONAL EXCELLENCE as a work ethic. We thereby ensure that each client served receives the personnel expertise and commitment necessary to achieve successful completion of each project, within established time and budget constraints.

Additionally, it is the policy of LAI to have a principal of the firm directly involved with each client. Utilizing this policy, we can provide each client with the experience and resources customarily reserved for larger firms while providing the level of personal service generally associated with smaller firms. This commitment ensures that each project receives the attention to detail that is required for client satisfaction.

Gerald K. Cain, President & CEO of Land Acquisitions, Inc. is a licensed Real Estate Broker in the State of Kansas.

CURRENT WORK***City of Wichita***

Bleckley Avenue Drainage and Road Reconstruction Project

Estimated completion is 07/15/2026

Contact is: Gerri Ford
Real Estate Administrator
City of Wichita | City Manager's Office
455 North Main St.
Wichita, Kansas 67202
Phone: 316.268.4637
Email: GFord@wichita.gov

General Services Administration

International Fall MN Land Port of Entry and Douglas AZ Land Port of Entry

Estimated completion is 12/31/2026

Contact is: Maryellen Wikoff, RA
Jacobs | CM-PM | US-FME
Phone: 267-303-5654
Email: maryellen.wikoff@jacobs.com

General Services Administration

Dunseith ND Land Port of Entry

Estimated completion is 07/31/2026

Contact is: Tamara Mason
GSA
Senior Site Contracting Officer
Office of Lease Production Support
Phone 954-702-0601
Email: Tamara.Mason@gsa.gov



PROJECT UNDERSTANDING AND WORK PLAN

PROJECT UNDERSTANDING

The City of Belaire (Authority) intends to make improvements to 45th Street from Oliver to Woodlawn. There are some +/- 117 parcels of land to be acquired. The project may include federal funding dictating that all acquisitions must comply with the Uniform Relocation and Real Property Acquisition Act (public Law 91-646) and 49 CFR Part 24.

To accomplish this endeavor, Land Acquisitions Inc. (LAI) will devote 2 negotiators throughout the duration of the project. All negotiators are located in the State of Kansas. All support staff are in the Wichita Metropolitan area. In short, all project personnel are in Kansas. We believe this will expedite negotiations as the City of Belaire and federal regulations require, whenever possible, all negotiations be by personal contact.

PROJECT WORK PLAN

As part of the project LAI will provide real estate consulting services as outlined below.

I. Public Information

1. A letter describing the project and introducing LAI as the Agent for the AUTHORITY will be delivered to all affected property owners. This correspondence, prepared on behalf of the AUTHORITY, will clearly define the LAI personnel whom the landowners can contact with questions related to the project and also for information concerning negotiations that will be conducted relative to the acquisition of portions of their respective properties.
2. Public meetings will be held in locations convenient to the landowners, as directed by the AUTHORITY and project needs. Additional meetings may be conducted to keep landowners informed of work progress and for the dissemination of general project information.

II. VALUATION OF THE PROPERTIES BEING ACQUIRED.

A. LAI shall provide the following services:

1. Appraisal and Appraisal Review reports will be prepared independently of any other appraiser employed under a similar contract.
2. The Appraiser will not furnish a copy of any appraisal or the findings or results contained therein to any other person or agency unless authorized by the AUTHORITY.
3. Appraisal reports will be fully documented as required by Federal, State and Local statutes and shall conform to the Standards for Appraisals as required by FEMA, FHWA and Public Law 91-646.
4. The Appraiser will abide by the contiguity of the ownership and unity of use guidelines.



PROJECT UNDERSTANDING AND WORK PLAN

5. In accordance with Public Law 91-646 (1970), as amended, the Appraiser shall contact the owner and give the owner, or his designated representative, an opportunity to accompany the appraiser during the inspection of the owner's property.
6. The appraisal reports shall be narrative and shall conform to all applicable requirements contained in the pamphlet entitled "Uniform Appraisal Standards for Federal Land Acquisitions," Interagency Land Acquisition Conference, 1992; and those contained in the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" (Title III of Public Law 91-646), as amended.
7. If formal appraisals are unnecessary because the valuation problems are uncomplicated and the anticipated value of each proposed acquisition is estimated at \$15,000 or less, based on a review of available data the consultant shall prepare waiver valuation report in compliance with 49 CFR Part 24.102(c) (2) and submit to Authority for approval of just compensation.

III. NEGOTIATIONS TO SECURE THE REQUIRED REAL ESTATE

1. Negotiation procedures will conform to Public Laws 91-646 and 49 CFR, Part 24 and all applicable State statutes.
2. The Negotiator will provide respective landowners with factual information concerning the project at the preliminary acquisition interview. During subsequent negotiations, the owner will be supplied the project-related data necessary to fit into the knowledge he has previously acquired to assist in making an effective, positive decision concerning the project and the requested taking.
3. The Negotiator will provide the landowner with a written offering price letter. When presented, the offer of compensation is stated in a brief and straight-forward manner.
4. Upon landowner acceptance of the offering price, releases, waivers of appraisal, deeds and any other pertinent conveyance documents are executed for each parcel. Once executed, the documents are transmitted to the Client for review and approval and payment.
5. In the event of a negative reaction to the offer, the Agent will document the specific landowner objections and assure the landowner that more detailed information will be made available. Settlements for amounts greater than the approved offering price may be recommended to Client at this stage of the negotiation process.
6. CONSULTANT will provide the necessary releases, conveyances, etc. to secure the estate sought by the Client.



PROJECT UNDERSTANDING AND WORK PLAN

IV. TIME FOR COMPLETION / PROPOSED SCHEDULE

All work will be completed within 4 months of notice of authorization to proceed and receipt of plans, title and legal descriptions from the City of Belaire..



IDENTIFICATION OF KEY TEAM MEMBERS

PROJECT MANAGER & NEGOTIATOR

Gerald Cain will serve as the Project Manager. Mr. Cain has performed project management, negotiations, prepared relocation plans, provided relocation assistance and served as an expert witness for numerous States' DOT's including Illinois, Kansas, Michigan, Montana, North Carolina, Tennessee and Wisconsin as well as local public agencies throughout the United States. Mr. Cain brings more than 40 years of right of way experience with him. Mr. Cain is qualified to perform both negotiations and relocation assistance tasks. Over the past 30 years, Mr. Cain has been directly involved in every project performed by LAI for the City of Wichita. Mr. Cain will be the Project Manager for the proposed project and the sole point of contact for the City of Wichita. Mr. Cain is licensed as a real estate broker in Kansas.

NEGOTIATOR

Mr. John Amrein has performed negotiation services for the Kansas Department of Transportation, City of Wichita, as well as numerous local public agencies throughout Kansas. Included in Mr. Amrein's experience includes the City of Wichita's Broadway Bridge project. Mr. Amrein has over 30 years of experience. Additionally, Mr. Amrein has extensive experience in residential, commercial and heavy industrial relocations.

NEGOTIATOR

Ms. Kimberly Bailey has performed negotiation services for the Kansas Department of Transportation, and Relocation Assistance Services for the City of Wichita as well as numerous local public agencies throughout the United States. She is licensed by the Texas Real Estate Commission as an Easement and Right of Way Acquisition Agent. She has 10 + years of experience as a negotiator.

APPRAISER

Mr. Derek Shaner, MAI, will perform any required appraisals. He is a graduate of Kansas University. He is a fully licensed real property appraiser with extensive experience in Kansas including work for the city of Wichita, The City of Kansas City and KDOT.

REVIEW APPRAISER

Mr. Michael Miller is celebrating 20 years this year of appraisal work. Michael grew up in Wichita and attended WSU. He lives in Valley Center, and knows the north Wichita/Sedgwick County area well. His core business is appraisal review, primarily for financial institutions. We have completed numerous ROW reviews for the City of Wichita, the City of Maize, and the KS Dept of Wildlife.

Certificate of Completion

This is Awarded To

Gerald Cain

In recognition of completing the 1 hour course

KDOT Right of Way Certification Program [ONLINE]

4/23/2025
ONLINE

KU UNIVERSITY OF KANSAS
TRANSPORTATION CENTER

Certificate of Completion

This is Awarded To

John Amrein

In recognition of completing the 1 hour course

KDOT Right of Way Certification Program [ONLINE]

2/22/2023
ONLINE

KU UNIVERSITY OF KANSAS
TRANSPORTATION CENTER

Certificate of Completion

This is Awarded To

Kimberly Bailey

In recognition of completing the 1 hour course

KDOT Right of Way Certification Program [ONLINE]

4/24/2025
ONLINE

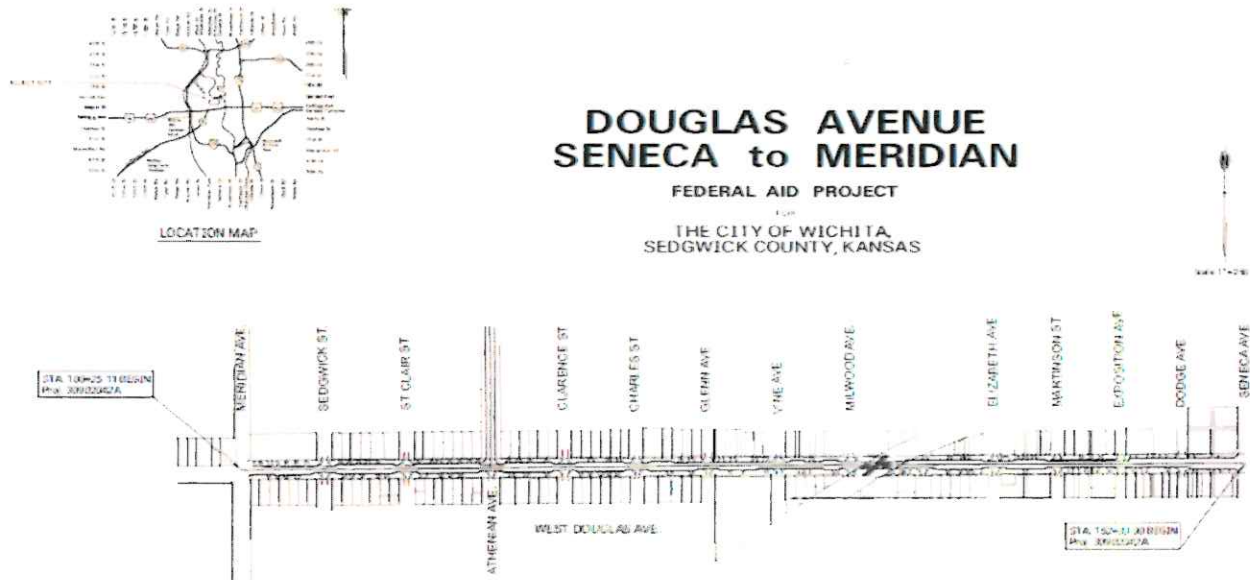
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TRANSPORTATION CENTER



Completed Project

Project Name: City of Wichita Douglas Avenue (Seneca Street to Meridian Ave)

Project Contacts: Gerri Ford, City of Wichita, 316-268-4237



Project Description: The City of Wichita needed 175+ parcels in less than three months. The contract for acquisition was signed by the City on May 5th with an August 1 deadline for acquisition. LAI acquired all required parcels on time. The project involved acquisition from both commercial, residential and religious use properties. The project is set for construction in late 2025.

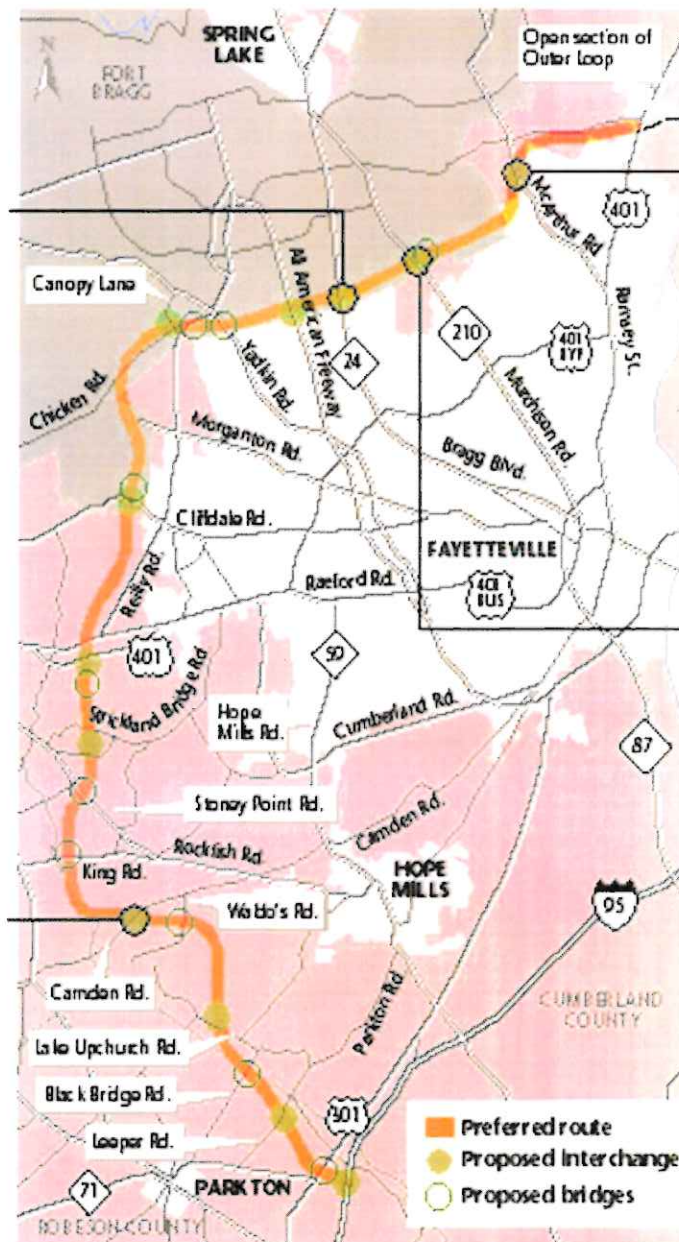




Completed Project

Project Name: I-295 Fayetteville, NC Outer Loop Project

Project Contact: Neal Strickland
 Right of Way Consultant Coordinator
 North Carolina Department of Transportation
 1 South Wilmington
 1546 Mail Service Center
 Raleigh, NC 27611
 Phone 1-919-733-7694



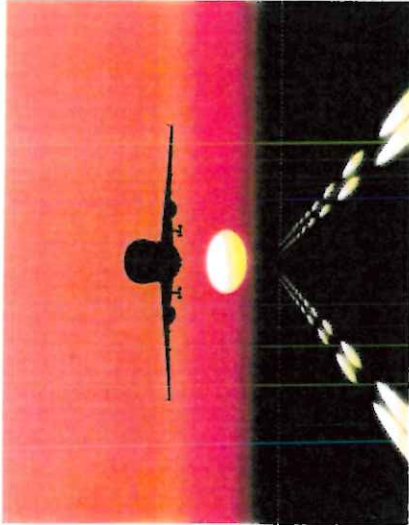
Project Description: When the North Carolina Department of Transportation put the I-295 project on the "fast-track" they hired Land Acquisitions, Inc. to provide appraisal, appraisal review, acquisition services, relocation assistance services and closing services. The project's 18 month time frame was extremely aggressive given the 116 parcels to be appraised and acquired along with 64 residential and business displacements.

The types of relocation included a day care center along with numerous residences.

The politically sensitive project is crucial to the local economy as well as national security. I-295, when completed, will give Fort Bragg, the largest Military Installation in the US, direct access to the entire interstate system. Dr. Jeannette M. Council, Chairman, Cumberland County Board of Commissioners, put it this way, "The completion of I 295 in Fayetteville creates economic expansion, opportunities, security and readiness. The completion of I 295 is integral to the growth of Fayetteville and the surrounding area. Rapid completion of the I-295 loop is necessary. The Fayetteville area must be poised to accommodate and capitalize on both the known and potential economic growth that will occur as a result of the relocation of FORSCOM and USARC to Fort Bragg. This area must also meet the growing security needs of the nation's largest Army installation. Without the I-295 corridor, Fayetteville and the surrounding region will not be able to properly accommodate the anticipated 40,000 persons that will move to the region

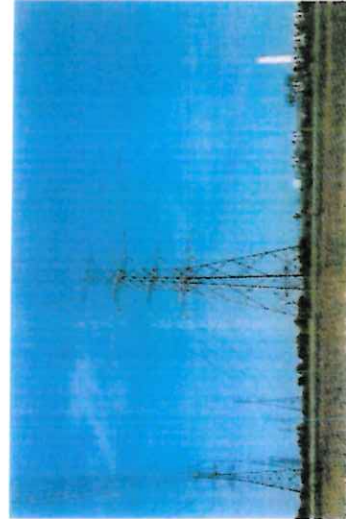
**KDOT APPROVED APPRAISERS
KDOT APPROVED NEGOTIATORS
KDOT APPROVED RELOCATION
SPECIALIST**

Since 1986, LAI has fulfilled the real estate needs of public and private entities by providing title research, property appraisals, negotiations and relocation assistance. Our proven record of achieving on-time, on-budget results has established LAI as one of the leading real estate acquisition firms in the country.



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AND
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**Quality Right-of-Way
Acquisition Services
Since 1986**

LAND ACQUISITIONS, INC.

*For More Information Contact
Gerald Cain*

at

1-630-417-5830

or

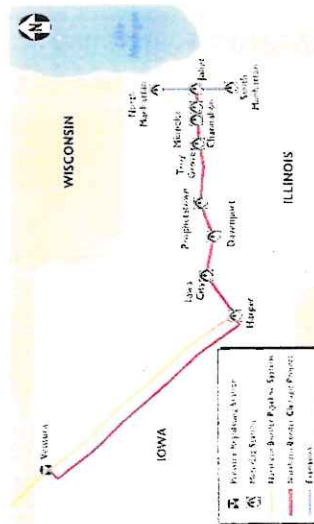
geraldcain@landacquisitionsinc.com

visit us at

www.landacquisitionsinc.com

NORTHERN BORDER PIPELINE CHICAGO PROJECT AND PROJECT 2000

Land Acquisitions, Inc. provided right of way acquisition services for a 392 mile expansion of Northern Border's pipeline system. The \$839 million expansion consisted of 1100 plus parcels of real estate being acquired. Some of the challenges inherent in the project included crossing more than 12 major rivers, canals, and waterways; as well as co-locating a portion of pipeline under 345-kV power lines. The expansion was completed in December 1998. Land Acquisitions, Inc. also provided right of way acquisition services for the Northern Border Project 2000, 35-mile mainline expansion to extend the system from the Chicago area into North Hayden, IN. Work was completed in 2002.



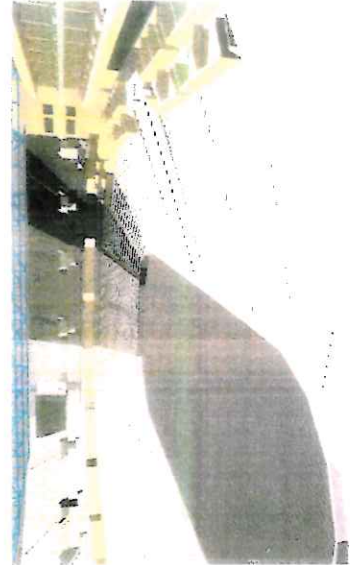
Northern Border Pipeline runs from the U.S./Canadian border in Montana to Illinois, transporting approximately 23 percent of all Canadian gas imports to the U.S. The pipeline measures 1,214 miles and averaged daily deliveries of 2.4 Bcf

64 BUSINESSES RELOCATED FOR THE SEDGWICK COUNTY INTRUST BANK ARENA WICHITA, KANSAS



Sedgwick County, Kansas hired Land Acquisitions, Inc. to develop and implement a relocation assistance program in which 64 commercial and industrial businesses were relocated in a twelve month time frame.

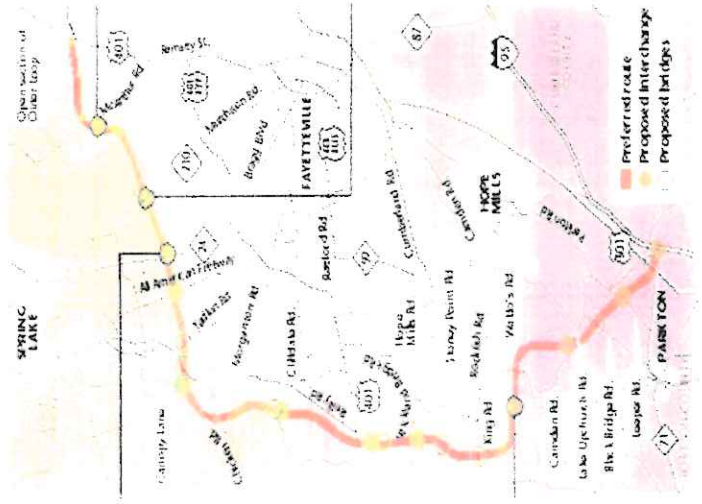
The most significant challenge was that the County condemned all but one of the parcels. Property owners and tenants were extremely reluctant to cooperate with the relocation agent. LAI's principle in charge personally met with owners, tenants and their attorneys in order to work through the many concerns.



US 295 FAYETTEVILLE, NORTH CAROLINA



Project Description: When the North Carolina Department of Transportation put the I-295 project on the "fast-track" they hired Land Acquisitions, Inc. to provide appraisal, appraisal review, acquisition services, relocation assistance services and closing services. The projects 18 month time frame was extremely aggressive give the 116 parcels to be appraised and acquired along with 64 residential and business displacements. The types of relocation included a day care center along with numerous residences.



RESPONSE TO
CITY OF BEL AIRE, KANSAS
REQUEST FOR STATEMENT OF QUALIFICATIONS
RIGHT OF WAY ACQUISITION SERVICES
45TH STREET NORTH RECONSTRUCTION PROJECT

Submitted to:

Anne Stephens, PE
City of Bel Aire, Kansas
7651 E. Central Park Avenue
Bel Aire, Kansas 67226

Submitted by:

Allen Skeens
Skeens Consulting Services

June 23, 2020

Skeens Consulting Services

13931 West 76th Circle, Lenexa, Kansas 66216
Telephone (913) 484-5342

June 23, 2026

Anne Stephens, PE
City of Bel Aire, Kansas
7651 E. Central Park Avenue
Bel Aire, Kansas 67226

Re: Letter of Intent/Introduction from Respondent
Request for Right of Way Acquisition Services
45th Street North Reconstruction from Oliver St. to Woodlawn Avenue Project
KDOT Project No. 087-N-0823-01

Dear Ms. Stephens:

Attached please find my response to your Request for Statement of Qualifications for Right of Way Acquisition Services for the City of Bel Aire, Kansas regarding the 45th Street North Improvement Project. Please accept this proposal as an indication of my interest in contracting with the City of Bel Aire, Kansas in regards to their municipal needs for land acquisition and valuation services. The RFSQ includes a description of my approach to the land acquisition process, as well as a background of my relevant experience and availability. My resume and appraiser's qualifications are also included as part of the package along with a proposed Scope of Services. After your review of the RFSQ, I would be available for an interview if my proposal meets the standards and qualifications the City of Bel Aire is seeking for this service.

I appreciate your time and consideration as well as the invitation to submit a Request for Statement of Qualifications. Should you require anything further from me at this time in order to process my submission, please do not hesitate to contact me and I will provide it at my earliest convenience.

Sincerely yours,



Allen Skeens
Skeens Consulting Services

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**PROJECT UNDERSTANDING AND FIRM APPROACH TO
ACQUISITION AND VALUATION SERVICES**

FIRM PROFILE SKEENS CONSULTING SERVICES

Company Information

I have been a licensed attorney in the State of Kansas since 1990. I am the sole proprietor of my own law office, which specializes in real estate and condemnation law. I also own my own appraisal company and am a licensed real estate appraiser in the State of Kansas. Regarding appraisal work, I have completed over 5,500 appraisal assignments in my career, the majority of which involve residential property and vacant land analysis. I have done extensive review appraisal work as well as training and supervision of appraiser interns. My other business interest is as the owner of Skeens Consulting Services; a Lenexa based company that provides a wide array of right-of-way services, including permitting, title search, easement drafting, property negotiation and acquisition, relocation assistance and zoning representation.

Company Background

I am a state certified real property appraiser within the State of Kansas (License L-1193). I have been involved in the appraisal industry for over 45 years. I have appraised more than 5,500 properties in my appraisal career. I believe I am one of the few right-of-way/acquisition agents that also is a licensed appraiser. As far as I know, I am the only one that is also a state licensed attorney (Kansas No. 13815). I also have been appointed by the Office of the Secretary of State in Kansas as a Notary Public (1045373).

PROJECT UNDERSTANDING AND APPROACH

Statement of Data Gathering Methods, Evaluation Techniques and Acquisition Methodology

My general goal regarding valuation and acquisition work is to be involved in the process as early as possible. Before I contact a landowner, I want to be well informed as to all aspects of the proposed taking, not only as it relates to the specific tract, but also as it relates to the project as a whole. I typically prefer to view the property on site with the project engineer to get a clear understanding of what is to take place and go over the construction drawings before I inspect the property for completion of the valuation. The estimate of just compensation waiver or appraisal will be a before and after valuation, following Kansas statutory requirements. On federally funded projects the valuations will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) as well as KDOT LPA procedures for right-of-way certification. The valuation will be an estimate of just compensation or self-contained appraisal report, depending on the project requirements and value of the takings required. The primary approach to value will be a sales comparison analysis. Depending on the size and scope of the project a data book may be necessary to create after completing due diligence to search for market data in the area regarding comparable land sales for the site valuation. The next thing I do after completion of the valuation is to ask for and receive approval of the determined value and authorization to proceed with the acquisition process from the entity I am working with. Lastly, I gather all the appropriate documentation, including conveyance documents, purchase contracts and an offer letter. I will meet with the landowners as many times as necessary to finalize the agreement or to determine that the tract needs to be considered for condemnation proceedings.

The acquisition process is a very delicate situation and needs to be approached carefully. Every landowner has specific issues and needs to be treated as an individual. My undergraduate degrees in psychology and sociology, my mediation training, and the life skills I have acquired during years of negotiation provide me the necessary experience and tools to accurately assess each situation and determine the approach which will best lead to an amiable settlement. Although I am very careful in what I say as it relates to the area of condemnation, my legal background and experience as an attorney in eminent domain matters provides me a very solid understanding of the practical and legal consequences of each acquisition. I believe if you were to follow-up with every landowner that I have had an opportunity to work with that each would express that the entire process was handled respectfully, professionally, fairly, and friendly. As a representative of the City of Bel Aire, I would go out of my way to make sure that the entire procedure is made as comfortable as can be for your citizenship. I would let each person know that the City of Bel Aire, Kansas wants to be a good neighbor to their constituency.

Qualifications and Acquisition Experience

I have been involved in the acquisition of real property for the past thirty years. I have personally acquired over 6,500 tracts of land during that time. My law practice specializes in real estate transactional work and condemnation. I also started my own Right-of-Way Company in 1996. Most of that work involves negotiation and acquisition and is typically done on a project-by-project basis. I provide acquisition services as a consultant and sub-contractor for several local real estate appraisal companies, most notably Valbridge Property Advisors and Cordry Appraisal Services. I have been utilized as a court-appointed appraiser by the judiciary out of Johnson

County. I have also been the primary acquisition agent in this region for American Water Company, BP Alternative Energy, Union Pacific Railroad and BNSF Railway. I am listed on the KDOT and MODOT list of qualified professionals, have worked on various Department of Transportation projects over the years and am very familiar with their requirements.

A large part of the experience I gathered in the acquisition field came because of my past work in the telecommunications field. During the years from 1996 to 2001 I had the opportunity to acquire easements and right-of-way across the country for a multitude of companies. A large part of my time was spent dealing with municipalities and public entities. This insight allowed me to better understand the viewpoint from the government's perspective, which then made me a much better negotiator when dealing with individual landowners.

I have worked as an acquisition agent on extensive railroad projects within the past several years. For Union Pacific Railroad I acquired 20 properties in the Marysville, Kansas area as well as 25 properties in Sikeston, Missouri. The Sikeston project involved total takes of each of the properties and involved relocation of all the displaced homeowners.

In regard to the BNSF Railway Company, the project work I completed was for the firm Pharos Corporation. I acquired over 300 tracts in the States of Kansas, Missouri, Oklahoma, Illinois, Nebraska, Wyoming, Iowa, California, Arkansas and Iowa. I was very involved in the appraisal and acquisition process of the land in Gardner, Kansas where BNSF constructed a large intermodal facility. I was also the primary land agent on a similar project outside of Chicago, Illinois that involved acquisition of property more than \$50 million dollars.

I have worked as a consultant for American Water Company. During that time, I have acquired necessary easements for installation of over 25,000 lineal feet of pipeline, which involved over 50 landowners and necessitated acquisition of a site for a large tank storage facility.

I also served in the capacity as a consultant and Land Acquisition Regional Manager for BP Alternative Energy. This work involved negotiations with landowners to assemble a land portfolio for expansion and development of wind-farm facilities and accompanying transmission right-of-way. I was the primary agent responsible for a team that leased up over 300,000 acres of land in south-central Kansas and acquired the necessary easements for the construction of a 50-mile private transmission line.

I have worked on a wide variety of acquisition projects over the past several years, including work for the Cities of Overland Park, Olathe, Lenexa, Shawnee, Mission, Leawood, Lansing, Atchison, Basehor, Louisburg, Edwardsville, Prairie Village, Osawatomie, and Bel Aire in Kansas and the Cities of Independence, Raytown, Blue Springs, Marshall, and Grain Valley in Missouri. I have also worked for the Counties of Johnson, Leavenworth and Miami in Kansas and the Kansas Department of Transportation. Further, I have worked for various other municipalities and government agencies as a subcontractor for engineering companies such as Walter P. Moore, HNTB, Olsson, Lamp and Rynerson and Affinis.

Several of my acquisition assignments have also involved total takes. My record as an acquisition agent on these projects speaks for itself. Over 95% of the tracts I have worked on have been acquired without the need for formal condemnation proceedings. All the work has been completed in a timely manner with all deadlines being kept. In fact, on most of them I was able to acquire every tract, my portion of the project was completed before schedule and the amount paid by the city was less than 5% above the appraised values. This is typically way under budget for property acquisition on a project and additionally has saved the municipalities valuable time, money, and manpower as they were not required to file condemnation and were able to meet their construction timeframes.

Scope of Services Commitment

I have reviewed the Scope of Services as set forth in the RFSQ and understand precisely what the requirements are to meet the City of Bel Airs needs in terms of this contract. Should I be contracted for work on this project I state my willingness to comply with the terms and conditions as set forth in the Scope of Services for Right of Way Acquisition Services.

PROJECT TEAM MEMBERS AND ORGANIZATIONAL CHART

Appraisal and Valuation Services Experience of Key Personnel

I have worked in the appraisal field for 45 years. I have completed over 5,500 appraisals during my career, the majority of which are residential properties or vacant land. Should I need another appraiser to complete an appraisal assignment due to specific project requirements I will utilize Kevin O'Bryan, MAI with the appraisal firm he owns, Cordry Appraisal Services, Inc. I have known Mr. O'Bryan for 35 years and have worked with him extensively on right-of-way projects

and various other appraisal assignments. He is extremely well thought of and respected in the appraisal industry, not only within the Midwest portion of the United States but indeed across the country.

Although Mr. O'Bryan would serve as the secondary appraiser on this project for properties with takings above the statutory threshold that I couldn't personally appraise and acquire, I would utilize Derek Shaner, MAI, of Valbridge Property Advisors, to complete review appraisals when they are required. I have worked with Mr. Shaner for more than twenty years and we have partnered on many right-of-way projects during that timeframe for municipalities, utility companies and government agencies. Both appraisers have the prestigious MAI designation and are state licensed in Kansas with the Certified General designation.

Besides being state licensed in Kansas, we are all three also listed on the Kansas Department of Transportation's list of qualified professionals. By me primarily providing the valuation services under this contract my background and years of experience in the appraisal industry are an invaluable asset when working with landowners as my knowledge allows me to answer any valuation questions they might have. Through our continuing education annual requirements our group stays current on all KDOT reporting standards and continuously update our reports to meet their evolving conditions to make sure we comply with their reporting requirements. We are also required to complete various training assignments to stay on the KDOT list of approved appraisers in the State of Kansas. My work location is Lenexa, Kansas whereas Mr. O'Bryan and Mr. Cordry both maintain their geographic work location in Overland Park, Kansas.

RELEVANT PROJECT EXPERIENCE

Following are some examples of recent appraisal and acquisition assignments completed by our project team under KDOT requirements and standards.

Southdale and Westbrooke South ARPA Neighborhood Improvement Project

Located in Overland Park, Kansas

Allen Skeens acquired permanent utility, permanent drainage, permanent sidewalk and temporary construction easements on 269 tracts in a residential single-family neighborhood. The project entailed construction of new streets, curb and guttering, sidewalks, streetlights and driveway approaches. Derek Shaner was responsible for the waiver valuation reports on all the properties.

Reference:

Andrew O'Connor
Project Manager
City of Overland Park
8500 Santa Fe Drive
Overland Park, KS 66212
(913) 895-6016
andrew.oconnor@opkansas.org

Quivira Road, 143rd Street to 151st Street

Located in Olathe, Kansas

Allen Skeens acquired permanent right-of-way, permanent utility, permanent drainage and temporary construction easements on 58 tracts on a road improvement project. Allen Skeens completed waiver valuation reports on all tracts with taking values less than the statutory threshold for this federally funded project. Kevin O'Bryan completed appraisals on those tracts with taking values above the statutory threshold and Derek Shaner completed review appraisals of Mr. O'Bryan's work

Reference:

Chad Jones
Project Manager
City of Olathe
1385 S. Robinson Drive
Olathe, KS
(913) 971-9066
cwjones@olatheks

Metcalf Road and 68 Highway Road Improvement Project, Louisburg, Kansas
 Allen Skeens acquired permanent right-of-way, permanent utility, permanent drainage, permanent sidewalk and temporary construction easements on 47 tracts on a main City thoroughfare consisting of multiple land types, including single and multi-family residential, as well as commercial, retail, industrial and various specialty land uses. Allen Skeens completed waiver valuation reports on all tracts with taking values less than the statutory threshold for this federally funded project. Kevin O'Bryan completed appraisals on those tracts with taking values above the statutory threshold and Derek Shaner completed review appraisals of Mr. O'Bryan's work

Matt Oehlert

Project Manager

Miami County Road and Bridge

23765 W. 327th Street

Paola, Kansas 66071

(913) 285-6102

moehlert@miamicountyks.org

155th Street Road Improvement and Trail Project, Basehor, Kansas

Allen Skeens acquired permanent right-of-way, permanent utility, permanent drainage, permanent sidewalk and temporary construction easements on 61 tracts on a main City thoroughfare consisting of multiple land types, including single and multi-family residential, as well as commercial, retail, industrial and various specialty land uses. Derek Shaner completed appraisals on the properties and Kevin O'Bryan performed the review appraisals for the properties with taking amounts more than the statutory threshold on this federally funded project.

Maddie Bouton

Deputy City Administrator

City of Basehor

1600 N. 158th Street

Basehor, Kansas 66007

(913) 724-1370, Ext. 27

mbouton@cityofbasehor.org

These projects are just a few examples of the types of cases I have performed for various municipalities that have involved acquisition under KDOT appraisal requirements. Although our goal is always to acquire every tract on a project it is sometimes necessary for the case to proceed through the courts and the condemnation process, which our team has significant experience testifying.

I have also had the opportunity to work in the past several years for the City of Bel Aire on the Woodlawn Road as well as 53rd Street Road Improvement projects, performing appraisal valuation and acquisition services utilizing the same team.

SPECIAL QUALIFICATIONS

I believe that my approach to provide land acquisition services will not only be the most cost effective, but it will also be the most efficient and provide the best result. The key to this is the fact that I am ultimately 100% responsible for the entire work product. I have the background, education and experience to provide a turn-key service that will include valuation analysis, document preparation, negotiation and acquisition. None of my work will be sub-contracted out. As such, there is always a person involved that has a thorough working knowledge of the status of the project. I believe this is an invaluable asset that will set me apart from my competition. In fact, the only time that any work will be completed by anyone other than myself is when it is statutorily mandated on federally funded projects.

However, when assistance is required, I am very confident in the group we have been able to assemble. My team and I have well over a combined 100 years of experience in real estate valuation in the Midwest region of the United States. We have worked with most of the major municipalities in the Kansas City area and many others throughout the Midwest region of the United States. We have also collaborated for over twenty years on a multitude of projects, which has created a very consistent and strong working relationship between the three of us.

STATEMENT OF WORK AVAILABILITY AND SCHEDULING

Regarding scheduling, each project is obviously unique, especially in terms of the number of tracts involved and whether the project is a city funded project or if it has federal funding as well that will require additional time and effort to comply with all KDOT and Federal appraisal regulations and requirements. However, our goal is always to complete the valuation process within 45-60 days after being provided all the documentation necessary to proceed with the assignment and setting up the inspections. The acquisition procedure has a very similar timeframe and can typically be accomplished within 45-60 days after given appraisal approval and authorization to proceed with the acquisition process.

I expect the City to provide construction drawings, title work, and all necessary legal documents and exhibits (including individual tract maps and legal descriptions) required to convey the property rights required for the construction project. For a project of this size including approximately 17 tracts, I would anticipate a total of 90-120 day turnaround for appraisal and acquisition services once I have been provided the contact information spreadsheet of the property owners, the construction drawings, title work, tract maps, legal description exhibits, all necessary conveyance documentation and have been authorized by the City to proceed with submission of the formal offer letter.

All of the work for this proposal will be completed directly by me. None of it will be outsourced to any other individual or company unless it is necessary to comply with conditions and restrictions set forth for a federally funded project. I take a very hands-on approach for the projects I work on

and want to maintain full control and responsibility. I believe that is the only way to assure true accountability. I have the ability to enter into a contract with the City of Bel Aire, Kansas to provide turn-key Valuation and Acquisition Services. Currently I have only a few small projects that are currently open. Acquisition services on those projects are approximately 80% complete so I am able to start immediately.

**PROFESSIONAL SERVICES AGREEMENT
ACCEPTANCE OF SAMPLE AGREEMENT AND EXCEPTIONS**

I have had the opportunity to review the City of Bel Aire Mandatory Contractual Provisions and City of Bel Aire Mandatory Independent Contractor Addendum samples, as well as the contractual requirements and Scope of Services as set forth in the Request for Statement of Qualifications for Right of Way Acquisition Services. All terms and conditions as set forth in the documents provided with the RFSQ are acceptable with no noted issues or concerns as presented.

I specifically verify that I do not have any current, pending or potential disciplinary action or complaint(s), or other like proceedings including any claims in arbitration, mediation, or litigation against me or any associate of my firm or team. Further, I have no known actual or potential conflicts of interest with the City of Bel Aire, its officers, agents and employees. I agree to maintain strict confidentiality with respect to all aspects of this project, and I further agree to direct all media, citizen and public official requests for information to the City's project manager.

ADDENDUM

Additional Data

I believe that my approach to provide valuation and land acquisition services will not only be the most cost effective, it will also be the most efficient and provide the best end result. The key to this is the fact that I am ultimately 100% responsible for the entire work product. I have the background, education and experience to provide a turn-key appraisal, negotiation and acquisition service. None of my work will be sub-contracted out. As such, there is always a person involved that has a thorough working knowledge of the status of the project. I believe this is an invaluable asset that will set me apart from my competition. The only caveat to these statements is if any of the valuations have an estimated loss more than \$10,000 then to comply with requirements for a federally funded project it would be necessary to have another appraiser value that tract and a third appraiser complete a review appraisal. Based on a cursory review of the information I was initially provided I project that only a few of the tracts will require valuation outside of the standard estimates of just compensation.

I have attached my resume and appraiser's qualifications as exhibits to the addendum of the RFSQ. These will provide an overview of my general qualifications. I have also included the resume and appraiser qualifications of Kevin O'Bryan, MAI and Derek Shaner, MAI. Lastly you will find an Executed Response Form for Property Acquisition Services, Fee Table and Scope of Services Agreement in the addendum.

Scope of Acquisition and Valuation Services – See following page

Response Form Property Acquisition Services – See following Scope of Services

Fee Table - See following Response Form

Resume of Allen Skeens - See following Fee Table

Appraisal Qualifications of Allen Skeens - See following Resume of Allen Skeens

Qualifications of Kevin O'Bryan – See following Appraisal Qualifications of Allen Skeens

Qualifications of Derek Shaner – See following Qualifications of Kevin O'Bryan

SKEENS CONSULTING SERVICES

13931 West 76th Circle
Lenexa, Kansas 66216
(913) 484-5342

CITY OF BEL AIRE, KANSAS

45TH STREET NORTH RECONSTRUCTION IMPROVEMENT PROJECT

Scope of Acquisition and Valuation Services for the City of Bel Aire, Kansas 45TH Street North Reconstruction from Oliver Street to Woodlawn Avenue Improvement Project, a Federally Funded Project

1. Perform all work necessary to acquire the real property rights necessary by the City of Bel Aire, Kansas for construction of the 45th Street Improvement Project (approximately 17 tracts).
2. Attend initial meetings with City staff to discuss and determine project parameters and objectives.
3. Attend other meetings as required to successfully complete the project.
4. Perform property acquisition activities in accordance with KDOT requirements and regulations.
5. Notarize all required documents.
6. Obtain all necessary mortgage releases, if applicable.
7. Review legal descriptions.
8. Obtain and review the title and ownership information.
9. Perform all appropriate and expected acquisition presentations.
10. Provide periodic progress reports indicating the status of all acquisition activities.
11. Provide appraisals and appraisal reviews when required.
12. Purchase documents to be provided landowners to include an offer letter, payment voucher, W-9 and right of way agreement or easement documents.

13. Review the construction plans provided by the City of Bel Aire, Kansas.
14. Compare the legal descriptions provided for the transactional documents against the plans.
15. Inspect all the individual parcels for the project and prepare Estimates of Just Compensation for each tract or if the amount of value loss requires it have an appraisal and review appraisal completed by outside appraisal companies. Prepare formal offer letters for each individual property owner setting forth the financial terms of settlement and provide such letter to the owner for their review and consideration.
16. Initiate negotiations by contacting, if possible, all owners of assigned tracts by a means convenient to the owner. There shall be a sufficient number of contacts with each owner made to either settle the tract or clearly indicate that an impasse has been reached and further contacts would be unproductive. Owners that cannot be found will be contacted by certified mail, return receipt requested, at the address shown on the county records tax roll for the property.
17. Provide the necessary documentation to the owner required to convey the real property interests the City of Bel Aire, Kansas needs for their construction project. All initial contact letters will be provided in a timely manner and in no case later than two weeks from receipt of the authorization from the City of Bel Aire, Kansas to proceed with the acquisition stage.
18. Discuss the scope of the project with the owner, review the plans if requested and describe to the owner the impact of the plans and the construction project as it relates to the specific tract affecting the owner. Refer any technical construction questions to the appropriate department within the City of Bel Aire, Kansas and/or the Project Engineer. Answer any questions the owner may have regarding the acquisition process. Meet with the property owners on site, as needed.
19. Obtain appropriate signatures and necessary information on the transactional purchase documents which are to be provided and prepared by the City of Bel Aire, Kansas.
20. Transmit any offer for settlement demands made by the owner that requests monetary expenditures to be paid to them above the value derived in the Estimate of Just Compensation directly to the City of Bel Aire, Kansas for their consideration. No unauthorized agreements shall be offered without discussion with and prior approval of the City of Bel Aire, Kansas. If a financial offer for settlement above the Estimate of Just Compensation or Appraisal is approved by the City of Bel Aire, Kansas, prepare a revised offer letter that sets out the terms of the agreement and provide it to the owner for their review and consideration.

21. Complete a negotiators log with property owner contact report, acquisition notes and administrative settlement terms for each tract. Keep extensive and thorough negotiation notes.
22. No other services other than those specifically set forth in this scope will be provided by the Acquisition Agent.

Additional Services

Any services beyond the specified scope, including but not limited to preparation time and testimony for a condemnation case, are an additional service and shall be billed at the hourly rate set forth in the Fee Schedule section of this document. This scope of work for valuation and acquisition services does include appraisal and review appraisals required for a property loss valued more than the \$10,000 threshold for a federally funded project but the City understands that these specific services will be outsourced to two other independent appraisal companies. Any request from the City of Bel Aire, Kansas for services other than those specifically set forth in the scope of this agreement will be deemed to be an additional service and a separate agreement shall be entered into outlining those terms.

Project Schedule

The acquisition services for the project will take up to 120 days to complete after the valuation process has been initiated and all items necessary for completion of the assignment have been received.

Fee Schedule

The fee for estimate of just compensation valuation services for this project is \$850 per tract for single family residential properties and \$1,150 per tract for non-single family residential properties for a federal funded project if there are a minimum of 17 total tracts. Any fewer than 17 tracts will require discussion and agreement with the City of Bel Air, Kansas and the Consultant on the price per tract fee.

Should damages to a tract be more than \$10,000 for a federal funded project the appraisal fees will be \$1,250 for single family residential properties and \$1,700 per tract for non-single family residential properties. Review appraisal fees for single family residential properties will be \$900 per tract and non-single family residential property review appraisals will be \$1,200 per tract

The fee for acquisition services for this project is \$900 per tract for single family residential properties and \$1,100 per tract for non-single residential properties for a federal funded project if there are a minimum of 17 total tracts. Any fewer than 17 tracts will require discussion and agreement with the City of Bel Air, Kansas and the Consultant on the price per tract fee.

Fee for title work O&E reports will be \$250 per tract.

Compensation for any additional services, including preparatory time, court time and travel time associated with condemnation proceedings will be made at the rate of \$275 per hour for Allen Skeens and \$375 per hour for Kevin O'Bryan and Derek Shaner.

Initial billing will be submitted at the conclusion of the first 30 day period for the amount of work that has been completed during that timeframe. Additional billing will be done thereafter on a monthly basis in the same manner.

City of Bel Aire, Kansas Requirements

The Scope of Services set forth in this proposal is predicated on the following terms:

1. City of Bel Aire, Kansas will provide the appraiser/acquisition agent with legal descriptions, tract maps, all exhibits, payment vouchers, owner contact information, prepared and finalized legal transactional forms and contracts requiring landowner signatures, and construction plans for the project.
2. Field staking marking the acquisition boundaries will be provided before the assignment is commenced to aid the agent in on-site inspections with the landowners.



Submitted by: _____

Allen Skeens
Skeens Consulting Services, Inc.
13931 West 76th Circle
Lenexa, Kansas 66216
(913) 484-5342

Date: June 23, 2026

Approved by:
City of Bel Aire, Kansas

By: _____

Name: _____

Title: _____

Date: _____

RESPONSE FORM PROPERTY ACQUISITION SERVICES

RESPONSE FORM (RFSQ 2026-002)

(Must be submitted with Respondent's Statement of Qualifications for Right of Way Acquisition Services for the CITY OF BEL AIRE)

The undersigned, on behalf of the Respondent, certifies that Respondent's submittal package: (1) is submitted without previous understanding, agreement or connection with any person, team or corporation making another proposal for the same services; (2) is submitted without collusion or fraud; (3) is submitted by a person who is legally empowered to bind the Respondent in whose name the proposal is submitted; (4) is submitted with full understanding of all provisions of the RFSQ; (5) if accepted by the City, is guaranteed as submitted and with any subsequent Respondent amendments approved by the City and will be implemented as stated; and (6) the Respondent, if selected by the City, will enter into a contract consistent with its proposal notwithstanding any subsequently discovered errors therein.

RESPONDENT SKeens Consulting Services

CONTACT Allen SKeens

ADDRESS 13931 W. 76th Circle CITY/STATE Lenexa, KS ZIP 66216

PHONE 913-484-5342 FAX N/A

TAXPAYER I.D. NUMBER 511-70-6667

WEB SITE ADDRESS N/A E-MAIL allens/keens@shaner.biz

TYPE OF ORGANIZATION (check one):

Sole Proprietorship ☒ Partnership _____ Corporation _____ Public Corporation _____

Respondent acknowledges receipt of the following addenda: #1 ☒, #2 ☒, #3 ☒

Respondent acknowledges it has examined the RFSQ, including all of its requirements, terms, conditions, and sections. Exceptions to any part of the RFSQ or any attachments or addenda thereto should be clearly delineated and detailed.

AUTHORIZED SIGNATURE: Allen SKeens

TITLE Owner DATE 6-22-26

FEE TABLE

Just Compensation Valuation Service	Amount
• Single Family Residential	\$850 per tract
• Non-Single Family Residential	\$1,100 per tract
Appraisal fee for damages in excess of \$10,000	
• Single Family Residential	\$1,250 per tract
• Non-Single Family Residential	\$1,700 per tract
Acquisition Services	
• Single Family Residential	\$900 per tract
• Non-Single Family Residential	\$1,100 per tract
Hourly Rate for Additional Services, including Condemnation Proceedings	\$275 - \$375 /hr.
Other Fees – Please list below	
Title Work O&E Reports	\$250 per tract

ALLEN SKEENS
13931 West 76th Circle
Lenexa, Kansas 66216
(913) 484-5342
allenskeens@shaner.biz

Experience

LAW OFFICE OF ALLEN SKEENS, Overland Park, Kansas. Sole proprietor of firm involved in the general practice of law. Responsible for all aspects of maintaining and operating the business. Engaged in a wide variety of legal representation of individuals and small companies in civil and criminal matters with litigation experience. Emphasis on real estate transactional law, contract drafting, review and analysis, telecommunications law, land-use planning, zoning issues, franchise agreements, right-of-way and eminent domain work. Operated from April 1990 to present.

RIGHT OF WAY MANAGEMENT CONSULTANT GROUP, Overland Park, Kansas. Owner of company that provides all levels of right-of-way service, including permitting, title search, document drafting, property acquisition, relocation assistance and zoning representation. Most work completed as a consultant on a project-by-project basis with over 6,500 parcels acquired. Clients include municipalities, state agencies, railroads and utility companies. Operated from October 1996 to present.

SKEENS APPRAISAL SERVICES, Overland Park, Kansas. Independent contractor and state licensed fee appraiser for various appraisal companies and lending institutions in the Kansas City metropolitan area. Over 5,500 fee appraisals completed involving the valuation of land, residential property, subdivisions and various commercial properties such as apartments, retail, industrial, and offices. Other areas of expertise include appraisal review, condemnation and right-of-way work, including negotiation and acquisition. Operated from May 1979 to present.

LONETREE ENERGY AND ASSOCIATES, Littleton, Colorado; **BP ALTERNATIVE ENERGY**, Houston, Texas. Consultant and Land Acquisition Regional Manager for national renewable energy company. Primary duties include all aspects of project management and negotiation with landowners to assemble a land portfolio for expansion and development of wind farm facilities and accompanying transmission right-of-way. Responsible for a team that leased up over 300,000 acres of land in south-central Kansas and northwest Missouri as well as a 50 mile private transmission line. Employed from August 2008 to May 2013.

AMERICAN WATER COMPANY, St. Louis, Missouri. Contract acquisition agent responsible for title research, preparation of real estate transfer documents, negotiation and acquisition of necessary right-of-way for installation of lineal pipeline and tank storage facilities. Employed from March 2006 to December 2009.

PHAROS CORPORATION, Edmonds, Washington; **BNSF RAILWAY COMPANY**, Dallas, Texas. Real estate consultant for national company providing full range of right-of-way services. Primarily responsible for acquisition of necessary property rights in support of construction projects for the BNSF Railway Company. Employed from May 2005 to September 2007.

COATES FIELD SERVICES, Oklahoma City, Oklahoma; **H.C. PECK & ASSOCIATES, INC.**, Denver, Colorado; **UNION PACIFIC RAILROAD**, Omaha, Nebraska. Real estate representative for field service companies providing project support for the Union Pacific Railroad. Job duties include title search, negotiation and acquisition of necessary easement and fee takings for expansion of existing railway as well as real estate site acquisition and relocation assistance. Employed from March 1999 to August 2006.

EL PASO GLOBAL NETWORKS, Houston, Texas. National Municipal Affairs Manager responsible for acquisition of company right of entry to utilize municipal right-of-way for placement of fiber optic network systems. Primary emphasis on negotiation of legal franchise, right-of-way, license and leasing agreements. Also responsible for legal analysis and negotiation of various other contracts and agreements as well as analysis of state regulatory requirements and certification issues. Employed from January 2001 to December 2001.

IXC COMMUNICATIONS/BROADWING COMMUNICATIONS, INC., Austin, Texas. Right-of-way consultant responsible for providing input for route development and network implementation, including feasibility analysis. Job duties also included drafting, review and negotiation of various types of contracts with utility companies and governing bodies. Involved in site selection and acquisition regarding placement of junction and regeneration sites. Employed from July 1998 to January 2001.

BROOKS FIBER PROPERTIES/BROOKS WORLD COM, INC., St. Louis, Missouri. Real estate specialist responsible for supervision of all aspects of right-of-way due diligence including permitting, granting of necessary easements and receiving zoning approval. Job requirements included research, negotiation, preparation and execution of private easements as well as being a Company representative and speaker at pertinent City committee meetings and council hearings. Employed from October 1996 to July 1998.

CIB DEVELOPMENT, INC., Santa Ana, California. Local General Counsel for national property development corporation. Responsible for research and valuation analysis of potential real estate projects for corporate purchase, negotiation of terms and execution of pertinent transactional documents. Employed from September 1995 to February 1998.

Education

THE UNIVERSITY OF KANSAS, Lawrence, Kansas

Juris Doctor, May 1988

Bachelor of General Studies (Triple major in Psychology, Sociology and Philosophy), May 1984

Certifications and Memberships

LEGAL: Licensed to practice law before the Supreme Court of Kansas and the United States District Court for the District of Kansas, Bar No. 13815, Expiration Date: 06/30/2027

APPRAISAL: Licensed by the State of Kansas Real Estate Appraisal Board as a duly State Licensed Real Property Appraiser in the State of Kansas, License No.: L-1193, Expiration Date: 06/30/2027
National Association of Real Estate Appraisers, CREA Designation

NOTARIAL: Certified by the State of Kansas, Office of the Secretary of State as a duly appointed Notary Public in and for the State of Kansas, No. 1045373, Expiration Date: 04/21/2030
Certified by the State of Missouri, Office of the Secretary of State as a duly appointed Notary Public in and for the State of Missouri, No. 11401650, Expiration Date: 2/28/2030

APPRAISER'S QUALIFICATIONS

ALLEN SKEENS

EDUCATION:

Graduate 1984 - Bachelor of General Studies Degree
 Triple Major in Philosophy, Psychology & Sociology
 University of Kansas, Lawrence, Kansas
 Graduate 1988 – Juris Doctorate Degree
 University of Kansas Law School, Lawrence, Kansas

PROFESSIONAL EDUCATION: Seminars and Continuing Education

Real Estate Appraisal Principles
 Real Estate Appraisal Procedures
 Residential Case Study
 Standards of Professional Practice
 Appraising Manufactured Housing
 Site Analysis and Valuation
 Introduction to GIS Applications for Appraisers
 Standards and Ethics for Professionals
 Appraiser Financing Update
 Residential Design and Functional Utility
 Small Hotel/Motel Valuation
 Appraising Nursing Facilities
 Analyzing Operating Expenses
 Residential Property Construction & Inspection
 Valuation of Detrimental Conditions in Real Estate
 Appraising from Blueprints and Specifications
 The FHA and the Appraisal Process
 Internet Search Strategies for Appraisers
 Small Income Property Valuation
 Home Inspections
 Environmental and Lead Paint Update
 Real Estate Finance
 Overview of Real Estate Principles
 National USPAP Update
 Retail Center Analysis for Financing
 Analyzing Distressed Real Estate
 The Art of Residential Appraisal Review
 Negotiation Strategies
 Relocation Appraisal is Different
 Private Appraisal Assignments
 Eminent Domain and Condemnation
 Introduction to Expert Witness Testimony
 Introduction to Green Building for Appraisers
 Essential Elements of Disclosures and Disclaimers
 Land and Site Valuation
 Practical Application of the Cost Approach

Practices and Pitfalls for the Residential Appraiser
Introduction to Legal Descriptions
Residential Site Valuation and the Cost Approach
Appraisal Math and Statistics
Challenging Assignments for Residential Appraisers
Methodology and Application of Sales Comparison
Covering All the Bases in Residential Reporting
Land and Site Valuation
Uniform Appraisal Standards Federal Land Acquisitions
2023-24 National USPAP Update

PROFESSIONAL AFFILIATION:

Licensed Appraiser, Certificate L-1193
State of Kansas, expires June 30, 2026

EXPERIENCE:

May 1979 - Present
Real Estate Appraiser
Over 5,000 appraisals completed involving the
valuation of land and residential properties.

PROPERTY TYPES APPRAISED:

Single family residential properties
Multi-family residential properties
Commercial and retail properties
Relocation appraisals
Review residential appraisals
Condemnation and Right-of-Way appraisals

APPRAISAL PURPOSES/USES:

New loans
Refinancing
Condemnation
Estate planning and probate
Tax disputes
Acquisitions
Development and construction
Rent surveys

QUALIFICATIONS OF KEVIN P. O'BRYAN, MAI

EXPERIENCE:

From February 1990, to present, full-time employment as a Real Estate Appraiser for Cordry Appraisal Services, Inc., in Overland Park, Kansas.

Currently a principal in the company and serving as the Director of Commercial Valuation Services.

Appraised a wide variety of properties for individuals, government, law firms, businesses, insurance companies, developers, and financial institutions. Personally appraised more than \$1 billion in real estate within the last three years.

Property types appraised include:

- | | |
|------------------------------|--------------------------------------|
| * Raw Land | * Restaurants |
| * Farm Land | * Hotels/Motels |
| * Residential Land | * Vehicle Service Properties |
| * Residential Subdivisions | * Service Stations |
| * Commercial Land | * Convenience Stores |
| * Industrial Land | * Free Standing Retail |
| * Development Land | * Development Land Analyses |
| * Single Family Residences | * Large/Medium Box Retail Stores |
| * Duplex Units | * Grocery Stores |
| * Apartments | * Neighborhood Shopping Centers |
| * Loft Apartments | * Community Shopping Centers |
| * Mobile Home Parks | * Regional Shopping Centers |
| * Churches | * Storage Facilities |
| * Child Care Centers | * Office/Warehouses & Flex Space |
| * Assisted Living Facilities | * Manufacturing Warehouses |
| * Group Care Homes | * Distribution Centers |
| * Nursing Homes | * General & Medical Office Buildings |
| * Surgery Centers | * Breweries |
| * Office Condominiums | * Bowling Centers |
| * Call Centers | * Ice Rinks |
| * Data Centers | * Car Washes |
| * Banks | * Parking Lots/Garages |
| * Fitness Centers | * Historic Properties |
| * Stone Quarries | * Mixed Use Properties |
| * Billboards | * Transmission Towers |

In addition to performing appraisals on the preceding property types, consideration of special financing programs including low income, affordable housing and historic tax credits, Tax Increment Financing (TIF), Economic Activity Taxes (EATs), Transportation Development Districts (TDD's) and other development and bond financing. Specialized appraisal analyses involving façade easements, replacement allowances, subdivision, and development analyses have also been performed.

Additional services performed include right-of-way, tax consultation, blight studies, condemnation, and litigation services. Qualified as an expert witness in Illinois, Kansas, Missouri, New York, Pennsylvania, Texas and Washington.

EDUCATION:

Bachelor's Degree in Economics from the University of Kansas.

Related coursework includes Business Law, Statistics, Money and Banking, Public Finance, Microeconomics, Macroeconomics, Economic Planning, Economic Systems, and Labor Economics. This coursework has been supported by an extensive math and English background.

PROFESSIONAL DESIGNATIONS/LICENSES:

MAI Designation, Appraisal Institute, effective October 21, 2003. Appraisal Institute Member Number 12158.

Certified General Real Estate Property Appraiser - State of Kansas Real Estate Appraisal Board, Effective January 2, 1992. State of Kansas Certification number G-508.

State Certified General Real Estate Appraiser - State of Missouri Real Estate Appraisers Commission, effective February 2, 1992. State of Missouri Certification number RA 002143.

Certified General Appraiser - Commonwealth of Pennsylvania, State Board of Certified Real Estate Appraisers, effective July 18, 2016. Commonwealth of Pennsylvania License number GA004240.

Certified General Real Estate Appraiser - Texas Appraiser Licensing & Certification Board, effective February 11, 2020. Texas License number TX 1380966 G.

Real Estate General Appraiser - State of New York Department of State Division of Licensing Services, effective August 9, 2023. New York License number 46000054181.

Certified General Real Estate Appraiser - State of Washington Department of Licensing - Business and Professions Division, effective March 17, 2022. Washington License number 22005817.

PROFESSIONAL AFFILIATIONS/ACCREDITATIONS:

Affiliate Certified Commercial Investment Member (CCIM) – Kansas City CCIM Chapter, Effective January 1, 2003.

Certification, KDOT Right of Way Certification Program, University of Kansas Transportation Center On-line (May 31, 2023 - Valid 3 Years)

Roster of Approved Contract Appraisers, Missouri Department of Transportation (MoDOT) and Local Public Agencies (LPA's) (October 25, 2023 - Valid 5 Years)

PROFESSIONAL SERVICE AND AWARDS:

Thavis Arnote Candidate Achievement Award and Scholarship recipient for Outstanding Candidate Achievement and Contribution to the Appraisal Industry, awarded June 2, 2003, by the Kansas City Chapter of the Appraisal Institute.

Public Relations Chair, Kansas City Chapter of the Appraisal Institute, effective January 1, 2003 to December, 2004.

UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP)

Appraisal Institute and State licensing requirements mandate completion of a USPAP update course on a regular cycle. The latest USPAP update course completed is as follows:

Seminar, *2024-2025 7-Hour National USPAP Update Course* McKissock Education On-line (June, 2024)

PROFESSIONAL EDUCATION:

Course, Review Theory - General (Examination), Appraisal Institute, Synchronous On-line (November 9, 2023)

Seminar, *Excel Applications for Valuation*, Appraisal Institute On-line (April 7, 2023)

Seminar, *Introduction to Commercial Appraisal Review*, McKissock Education On-line (April 4, 2023)

Seminar, *Green Building Concepts for Appraisers*, McKissock Education On-line (June, 2022)

Seminar, *Appraisal of Industrial and Flex Buildings*, McKissock Education On-line (May, 2021)

Seminar, *Pennsylvania State Mandated Law for Appraisers*, McKissock Education On-line (May, 2021)

Seminar, *Understanding Luxury Home Features*, McKissock Education On-line (July, 2020)

Seminar, *New Construction Essentials: Luxury Homes*, McKissock Education On-line (June, 2020)

Seminar, *The Fundamentals of Appraising Luxury Homes*, McKissock Education On-line (June, 2020)

Seminar, *Essential Elements of Disclosures and Disclaimers*, McKissock Education On-line (January, 2019)

Course, *Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book) Course*, McKissock Education On-line (January, 2019)

Seminar, *Business Practices and Ethics*, Appraisal Institute On-line (January, 2019)

Seminar, *Land and Site Valuation*, McKissock Education On-line (May, 2018)

Seminar, *Appraisal of Fast Food Facilities*, McKissock Education On-line (May, 2018)

Seminar, *Appraisal of Owner-Occupied Commercial Properties*, McKissock Education On-line (May, 2017)

Seminar, *Expert Witness for Commercial Appraisers*, McKissock Education On-line (April, 2016)

Seminar, *Supervisor-Trainee Course for Kansas*, McKissock Education On-line (May, 2015)

Seminar, *Introduction to Legal Descriptions*, McKissock Education On-line (May, 2015)

Seminar, *The Thermal Shell*, McKissock Education On-line (May, 2015)

Seminar, *Forecasting Revenues*, Appraisal Institute On-line (November, 2013)

Seminar, *Business Practices and Ethics*, Appraisal Institute On-line (November, 2013)

Seminar, *Appraising FHA Today*, McKissock Education On-line (April, 2013)

- Seminar, *Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets*, Appraisal Institute, Kansas City, Missouri (May, 2012)
- Seminar, *Appraising and Analyzing Retail Shopping Centers for Mortgage Underwriting*, McKissock Education On-line (May, 2011)
- Seminar, *Hotel Appraisal Seminar*, Appraisal Institute, Overland Park, Kansas (May, 2010)
- Seminar, *Analyzing Distressed Real Estate*, Appraisal Institute On-line (February, 2009)
- Seminar, *Subdivision Valuation*, Appraisal Institute On-line (February, 2009)
- Seminar, *Business Practices and Ethics*, Appraisal Institute On-line (December, 2008)
- Seminar, *An Introduction to Valuing Green Buildings*, Appraisal Institute, Kansas City, Missouri, (October, 2008)
- Seminar, *Scope of Work, Expanding Your Range of Services*, Appraisal Institute On-line (June, 2008)
- Seminar, *Appraising Convenience Stores*, Appraisal Institute On-line (September, 2007)
- Seminar, *Appraising Manufactured Housing*, Appraisal Institute On-line (November, 2006)
- Seminar, *Market Analysis and the Site To Do Business*, Appraisal Institute, Overland Park, Kansas (March, 2006)
- Seminar, *Using Your HP12C Financial Calculator*, Appraisal Institute On-line (June, 2005)
- Seminar, *Small Hotel/Motel Valuation*, Appraisal Institute On-line (2004)
- Seminar, *Appraisal of Nursing Facilities*, Appraisal Institute On-line (2004)
- Seminar, *Analyzing Operating Expenses*, Appraisal Institute On-line (2003)
- Seminar, *Introduction to GIS Applications for Real Estate Appraisal*, Appraisal Institute On-line (2003)
- Successfully passed the *General Comprehensive Examination*, Appraisal Institute, St. Louis, Missouri (2002)
- Course II430, *Standards of Professional Practice, Part C*, Appraisal Institute, Overland Park, Kansas (2002)
- Seminar, *General Demonstration Appraisal Report Writing Seminar*, Appraisal Institute, Denver, Colorado (2002)
- Seminar, *Residential Property Construction and Inspection*, Appraisal Institute On-line (2001)
- Seminar, *The FHA and the Appraisal Process*, Appraisal Institute On-line (2000)
- Seminar, *Appraising from Blueprints and Specifications*, Appraisal Institute On-line (2000)
- Seminar, *Internet Search Strategies for Real Estate Appraisers*, Appraisal Institute On-line (1999)
- Seminar, *Residential Design and Functional Utility*, Appraisal Institute On-line (1999)
- Seminar, *Small Income Property Valuation*, Midwestern Real Estate Institute, Overland Park, Kansas (1998)

Seminar, *Understanding and Using DCF Software*, Appraisal Institute, Kansas City, Missouri (1998)

Seminar, *Uniform Standards of Professional Appraisal Practice & Ethics*, Midwestern Real Estate Institute, Lenexa, Kansas (1997)

Seminar, *Appraisal Practices for Litigation*, Appraisal Institute, Kansas City, Missouri (1996)

Course I410, *Standards of Professional Practice, Part A*
(Examination - I410), Appraisal Institute, Kansas City, Missouri (1995)

Course II420, *Standards of Professional Practice, Part B*
(Examination - II420), Appraisal Institute, Kansas City, Missouri (1993)

Course 2-2, *Report Writing and Valuation Analysis*
(Examination - 2-2), Appraisal Institute, Overland Park, Kansas (1992)

Course 2-1, *Case Studies in Real Estate Valuation*
(Examination - 2-1), Appraisal Institute, Overland Park, Kansas (1992)

Course 1BB, *Capitalization Theory & Techniques, Part B*
(Examination - 1BB), Appraisal Institute, Overland Park, Kansas (1991)

Course 1BA, *Capitalization Theory & Techniques, Part A*
(Examination - 1BA), Appraisal Institute, Overland Park, Kansas (1991)

Course 8-2, *Residential Valuation*
(Examination - Residential Valuation), Appraisal Institute, Overland Park, Kansas (1991)

Course 101, *Introduction to Appraising Real Property*
(Examination - Appraising Real Property), Appraisal Institute, Overland Park, Kansas (1991)

Derek Shaner, MAI

Director – Land Valuation

Valbridge Property Advisors | Kansas City

INDEPENDENT VALUATIONS FOR
A VARIABLE WORLD



Derek Shaner, MAI
Valbridge Property Advisors | Kansas City
derekshaner@valbridge.com

Kansas City Office

10990 Quivira Road
Suite 100
Overland Park, KS 66210
913.451.1451 (office)
913.647.4981 (direct)

STATE CERTIFICATIONS

Iowa License #CG04165
Kansas License #G-2526
Missouri License #2009008383

EDUCATION

BGS – University of Kansas

www.valbridge.com

Appraisal Institute

- MAI Designation

IRWA/International Right of Way Association

- Member

Kansas City Regional Association of Realtors

- Member

- Real Estate Appraisal Principles
- Real Estate Appraisal Procedures
- Basic Income Approach
- Land Valuation
- USPAP
- Market Analysis and The Site To Do Business
- Real Estate Pre-license
- Real Estate Post-license
- Advanced Income Capitalization
- Highest and Best Use
- Report Writing and Valuation Analysis
- Advanced Sales Comparison and Cost Approaches
- Subdivision Analysis
- Advanced Applications
- Business Practices and Ethics
- Introduction to Expert Witness Testimony for Appraisers
- Appraiser's Guide to Expert Witnessing
- Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book)
- Full course list upon request

Valbridge Property Advisors | Kansas City | Shaner Appraisals, Inc.

- Director, 2003–Present

Reece Nichols

- Real Estate Agent, 2018–Present

Coldwell Banker

- Real Estate Agent, 2002–2003

Appraisal/valuation and consulting assignments include:

Estimates of just compensation; acquisition services, office buildings; all types of vacant land; restaurants; business parks; apartments; land leases; subsurface rights; market studies; commercial properties; residential and commercial subdivisions; special use properties; auto dealerships and industrial buildings. Assignments also include new loans; ad valorem tax issues; estate planning and settlements; acquisitions; eminent domain, highest and best use studies; proposed construction; financing decisions; rent studies; condemnation and class action lawsuits.

Derek Shaner, MAI

Director – Land Valuation

Valbridge Property Advisors | Kansas City

IOWA

Department of Inspections,
Appeals, & Licensing

This is to certify that the below named has been granted a certification as:
Certified General Appraiser.

Certification Number: CG04165 Expires: June 30, 2025

Status: Active

Derek Shaner
Valbridge Property Advisors
10990 Quivira Road, Suite 100
Overland Park, Kansas 66210

State of Kansas

Real Estate Appraisal Board

This is to certify that

Derek Ryan Shaner

has complied with the provisions of the "Kansas State Certified and Licensed Real Property
Appraisers Act to transact business as a

Certified General Real Property Appraiser

in the State of Kansas

License #: G-2526
Effective date: 07/01/2024
Expiration date: 06/30/2025

Thea
Chairman

State of Missouri
Missouri Department of Commerce and Insurance
Division of Professional Registration
Real Estate Appraisers Commission
State Certified General Real Estate Appraiser

VALID THROUGH JUNE 30, 2024
ORIGINAL CERTIFICATE/LICENSE NO. 2009008383

DEREK R SHANER
11811 W 164TH COURT
OVERLAND PARK KS 66221
USA

Norma Baustian
EXECUTIVE DIRECTOR

Sheila Selzer
DIVISION DIRECTOR

AGREEMENT FOR PROFESSIONAL LAND ACQUISITION CONSULTING SERVICES

BY AND BETWEEN

CITY OF BEL AIRE, KANSAS

AND

SKEENS CONSULTING SERVICES

(45TH Street N. Reconstruction from Oliver Street to Woodlawn Ave.)

This Agreement, made and entered into this 21st day of July 2026, by and between the City of Bel Aire, Kansas, a Municipal Corporation, (hereinafter called “City”) and Allen Skeens d/b/a Skeens Consulting Services, whose principal office is at 13931 West 76th Circle, Lenexa, Kansas 66216, Telephone Number (913) 484-5342, (hereinafter called “Consultant”).

WHEREAS, the City desires to retain Consultant to provide professional land acquisition services in connection with municipal projects requiring the acquisition of real property, temporary or permanent construction easements, drainage easements, rights-of-way, or other property interests for the 45TH Street N. Reconstruction from Oliver Street to Woodlawn Ave. Project (hereinafter called “Project”).

NOW, THEREFORE, the parties hereto agree as follows:

1. PURPOSE
- A. The City will employ the Consultant to perform all necessary professional services described in Exhibit A in connection with land acquisition consulting services (hereinafter the “Services”) for the Project. The Consultant shall perform the Services to the City’s full satisfaction and in accordance with the Consultant’s Scope of Services and all other documents hereto and incorporated by reference herein as follows:

EXHIBIT A: Consultant’s Scope of Services

EXHIBIT B: Consultant’s Fee Table

EXHIBIT C: Addendum

EXHIBIT D: Overall Tract Maps

EXHIBIT E: Individual Tract Maps

EXHIBIT F: City’s Mandatory Contractual Provisions Attachment

EXHIBIT G: City’s Mandatory Independent Contractor Addendum
2. THE CONSULTANT AGREES

A. To provide the various technical and professional services, materials, equipment and transportation to perform the tasks as outlined in Exhibit A. Tracts requiring acquisition are identified on the attached tract maps. Pursuant to the Request for Statement of Qualifications (RFSQ) dated May 20, 2026, no changes in the number of tracts are expected but the number could fluctuate.

- B. To make available during regular office hours, all calculations, sketches, documents and drawings such as the City may wish to examine periodically during performance of this Agreement.
- C. To the extent allowed by law, to indemnify, keep and save harmless the City, its officials and employees against damages and judgments that may result from the Consultant's or its agents', officers' or employees' intentional or negligent acts, errors or omissions in connection with work performed under this Agreement arising from injury to persons, damage to property or other liability loss. The Consultant shall require all sub-consultants to indemnify, keep and save harmless the City in the same manner as is required of the Consultant in the Agreement.
- D. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by Consultant and, where relevant to method of payment, to make such material available at its office at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the City of its representatives.
- E. To comply with the requirements of all Exhibits, attached hereto and adopted by reference as though fully set forth herein.
- F. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used, and services rendered in connection with such work and as outlined in Exhibit A.
- G. To complete the services to be performed by Consultant within 90-120 days as described in Exhibit A; except that the Consultant shall not be responsible or held liable for delays occasioned by the actions or inactions of the City, or for other unavoidable delays beyond the control of the Consultant, including the delays of the General Contractor during the Construction Phase.
- H. The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. City shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's services. Consultant shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in City furnished information.
- I. Consultant shall procure and maintain such insurance as will protect the Consultant from damages resulting from the negligent acts of the Consultant, its officers and employees in the performance of the professional services rendered under this Agreement. Such policy of insurance shall be in an amount not less than \$1,000,000 per occurrence. In addition, Consultant will procure and maintain a Workers' Compensation and Employer's Liability Policy that covers claims for injury, disease or death

of employees arising out of and in the course of their employment which, for any reason, may not fall within the provisions of the Workers’ Compensation Law. The liability limit shall be not less than:

Workers’ Compensation:	Statutory
Employer’s Liability:	\$1,000,000 each occurrence

Further, a Commercial General Liability policy shall be procured and maintained by the Consultant that shall be written in a comprehensive form and shall protect Consultant against all claims arising from injuries to persons (other than Consultant’s employees), damage to property of the City or third parties or other liability loss arising out of any negligent act or omission of Consultant, its agents, officers, employees or subcontractors in the performance of the services under this Agreement. The liability limit shall not be less than \$1,000,000 per occurrence for bodily injury, death, property damage and other liability loss. Consultant shall file satisfactory certificates of insurance with the City before the time Consultant starts any work under this Agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the City shall be given thirty (30) days’ written notice by the insurance company before such policy is canceled.

3. THE CITY AGREES

- A. To furnish all available data pertaining to the Project now in the City’s files at no cost to the Consultant, including; contact information spreadsheet of the property owners, construction drawings, construction plans for the project, title work, all necessary legal documents and exhibits, payment vouchers, individual tract maps, legal descriptions, prepared and finalized legal transactional forms and contracts requiring landowner signatures, all necessary conveyance documentation required to convey the property rights required for the Project. Confidential material so furnished will be kept confidential by the Consultant.
- B. To furnish field staking marking the acquisition boundaries before the assignment is commenced to aid the agent in on-site inspections with the landowners.
- C. To pay the Consultant for its services in accordance with the requirements of this Agreement.
- D. To provide reasonable right of entry for Consultant to enter public and private property as necessary and appropriate for the Consultant to provide the Services contemplated hereunder.
- E. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The City agrees to advise the Consultant, in writing, of the person designated as the City’s Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The City shall also advise the Consultant of any changes in the person designated as Project Manager.
- F. To the extent allowed by law, to indemnify, keep and save harmless Consultant against all damages and judgments for injuries to persons, damage to property or other liability loss arising from or caused

by intentional or negligent errors, omissions, or negligent acts of City, its agents, servants, or employees occurring in the performance of its obligations under this Agreement.

4. PAYMENT PROVISIONS

The City agrees to pay the Consultant for services rendered under this Agreement and as specifically detained in Exhibit A, a total fee established as follows:

- A. Payments to the Consultant for the performance of Services required by this Agreement shall be as defined in Exhibit A. Total compensation, including all reimbursable expenses, shall not exceed **(\$80,000.00)** and is to be paid on scope of work as outlined in Exhibit A.
- B. Payments are payable to the Consultant for undisputed work within thirty (30) days from the date of receipt of invoice. If any invoice for undisputed amounts is outstanding for more than thirty (30) days from the date due, the Consultant shall have the right, in addition to any and all other rights provided, to refuse to render further services to the City and such act or acts shall not be deemed a breach of this Agreement. Continued performance and/or completion of work by the Consultant under this Agreement are contingent upon payment of fees by the City.
- C. When requested by the City, the Consultant will enter into a Supplemental Agreement for additional services related to the Project such as, but not limited to:
 - a. Consultant serving as a witness for the City in any litigation, administrative hearing, and other legal proceedings related to the Project.
 - b. Attendance at meetings beyond those identified in Exhibit A.
 - c. Preparatory time, court time, and travel time associated with condemnation proceedings.
- D. If additional work should be necessary, the Consultant will be given written notice by the City, along with a request for an estimate of the increase necessary in the not-to-exceed fee, for performance of such additions. No additional work shall be performed, nor shall additional compensation be paid, except as authorized in a Supplemental Agreement between the parties and approved by the City's governing body. Upon receipt of such approval and subsequent completion of additional work, payment will be made as stated in Paragraph IV. C. above.
- E. If services are rendered by the Consultant for the Project but the City elects to terminate the Project or portions thereof at any time, the Consultant shall be compensated at an amount in proportion to the services rendered as stated in Paragraph A above, and as scheduled in Exhibit A.

5. TERMINATION OF AGREEMENT

- A. The City may terminate this Agreement at any time for any cause by a notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall, unless the notice directs otherwise,

immediately discontinue all services and work and the placing of all orders or the entering into contracts for supplies, assistance, equipment and materials in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

- B. If the Agreement is terminated due to the fault or request of Consultant, no further payments on account of the fee will be thereafter made, except for services previously and satisfactorily performed under this Agreement, which are of value to the City. If the Agreement is terminated due to no fault of the Consultant, the Consultant will be paid promptly that proportion of the prescribed fee which the work actually performed under this Agreement bears to the total work called for under this Agreement, less such payments as have been previously made, and less any amount due the City by reason either of any prior default of the Consultant, or otherwise.
- C. Copies of all estimates, reports, data and all completed or partially completed surveys, studies, field notes, designs, reproducibles, plans and specifications prepared under this Agreement shall become the property of the City when and if the Agreement is completed or terminated, provided Consultant has unrestricted rights to their use.
- D. Dissolution of the firm of Consultant, for any reason whatsoever, shall give the City the option of terminating this Agreement in accordance with the terms of Paragraph B above, provided said dissolution materially affects the Agreement as determined by City, and such termination shall be deemed to be due to the fault of the Consultant.

6. THE PARTIES MUTUALLY AGREE

- A. That the field notes and other pertinent drawings and documents pertaining to the Project shall become the property of the City upon completion or termination of the Consultant's services and payment in full of undisputed charges due the Consultant, in accordance with this Agreement. The Consultant shall not be responsible for any re-use or modification of the plans and specifications once they become property of City. The City agrees to hold the Consultant harmless from all claims, liability or cost, including reasonable attorney fees and defense costs which arise out of such further use without the participation of the Consultant.
- B. In the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the City; provided, however, that the Consultant shall request extensions, in writing, giving the reasons therefore. Such time extensions shall not justify an increase in the Project cost.
- C. It is further agreed that this Agreement and any modifications to it shall be binding upon the parties hereto and their successors and assigns.

- D. Neither the City's review, approval or acceptance of, nor payment for any of the work or services required to be performed by the Consultant under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement and the Consultant shall be and remain liable to the City for all costs of any kind which are incurred by the City as a result of the Consultant's breach of any condition contained in the Agreement.
- E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law and the City may assert its right of recovery by any appropriate means, including, but not limited to, set offs; suit; withholding; recoupment; or counterclaim, either during or after performance of this Agreement.
- F. If a firm or firms are separately engaged by the City to work under the general direction of the Consultant, the Consultant shall have no responsibility for technical sufficiency of the services of such separately engaged firms.
- G. Confidential Matters; Data Ownership:
1. All data, records and information, which Consultant, its agents and employees create, and is the subject of this solicitation, remains at all times exclusively the property of the City;
 2. All such data, records and information constitute at all times proprietary information of the City;
 3. Consultant will not disclose, provide, or make available any such proprietary information in any form to any person or entity;
 4. Consultant will not use any names or addresses contained in such data, records and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data;
 5. Consultant will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data;
 6. Consultant will take all reasonable steps and the same protective precautions to protect the City's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information; and
 7. All data, regardless of form, generated as a result of this Project is the property of the City.

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APPROVED by the Governing Body of the City of Bel Aire, Kansas, on the 21st day of July, 2026.

SIGNED by the Mayor on the _____ day of July, 2026.

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

APPROVED AS TO FORM ONLY:

Melissa Krehbiel, City Clerk

Maria A. Schrock, City Attorney

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

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SIGNED by the Consultant on the _____ day of July, 2026.

SKEENS CONSULTING SERVICES

(Authorized Signature: Name, Title)

Allen Skeens, Appraiser/Acquisition Agent

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

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EXHIBIT A
CONSULTANT'S SCOPE OF SERVICES

SKEENS CONSULTING SERVICES

13931 West 76th Circle
Lenexa, Kansas 66216
(913) 484-5342

CITY OF BEL AIRE, KANSAS

45TH STREET NORTH RECONSTRUCTION IMPROVEMENT PROJECT

Scope of Acquisition and Valuation Services for the City of Bel Aire, Kansas 45TH Street North Reconstruction from Oliver Street to Woodlawn Avenue Improvement Project, a Federally Funded Project

1. Perform all work necessary to acquire the real property rights necessary by the City of Bel Aire, Kansas for construction of the 45th Street Improvement Project (approximately 17 tracts).
2. Attend initial meetings with City staff to discuss and determine project parameters and objectives.
3. Attend other meetings as required to successfully complete the project.
4. Perform property acquisition activities in accordance with KDOT requirements and regulations.
5. Notarize all required documents.
6. Obtain all necessary mortgage releases, if applicable.
7. Review legal descriptions.
8. Obtain and review the title and ownership information.
9. Perform all appropriate and expected acquisition presentations.
10. Provide periodic progress reports indicating the status of all acquisition activities.
11. Provide appraisals and appraisal reviews when required.
12. Purchase documents to be provided landowners to include an offer letter, payment voucher, W-9 and right of way agreement or easement documents.

13. Review the construction plans provided by the City of Bel Aire, Kansas.
14. Compare the legal descriptions provided for the transactional documents against the plans.
15. Inspect all the individual parcels for the project and prepare Estimates of Just Compensation for each tract or if the amount of value loss requires it have an appraisal and review appraisal completed by outside appraisal companies. Prepare formal offer letters for each individual property owner setting forth the financial terms of settlement and provide such letter to the owner for their review and consideration.
16. Initiate negotiations by contacting, if possible, all owners of assigned tracts by a means convenient to the owner. There shall be a sufficient number of contacts with each owner made to either settle the tract or clearly indicate that an impasse has been reached and further contacts would be unproductive. Owners that cannot be found will be contacted by certified mail, return receipt requested, at the address shown on the county records tax roll for the property.
17. Provide the necessary documentation to the owner required to convey the real property interests the City of Bel Aire, Kansas needs for their construction project. All initial contact letters will be provided in a timely manner and in no case later than two weeks from receipt of the authorization from the City of Bel Aire, Kansas to proceed with the acquisition stage.
18. Discuss the scope of the project with the owner, review the plans if requested and describe to the owner the impact of the plans and the construction project as it relates to the specific tract affecting the owner. Refer any technical construction questions to the appropriate department within the City of Bel Aire, Kansas and/or the Project Engineer. Answer any questions the owner may have regarding the acquisition process. Meet with the property owners on site, as needed.
19. Obtain appropriate signatures and necessary information on the transactional purchase documents which are to be provided and prepared by the City of Bel Aire, Kansas.
20. Transmit any offer for settlement demands made by the owner that requests monetary expenditures to be paid to them above the value derived in the Estimate of Just Compensation directly to the City of Bel Aire, Kansas for their consideration. No unauthorized agreements shall be offered without discussion with and prior approval of the City of Bel Aire, Kansas. If a financial offer for settlement above the Estimate of Just Compensation or Appraisal is approved by the City of Bel Aire, Kansas, prepare a revised offer letter that sets out the terms of the agreement and provide it to the owner for their review and consideration.

21. Complete a negotiators log with property owner contact report, acquisition notes and administrative settlement terms for each tract. Keep extensive and thorough negotiation notes.
22. No other services other than those specifically set forth in this scope will be provided by the Acquisition Agent.

Additional Services

Any services beyond the specified scope, including but not limited to preparation time and testimony for a condemnation case, are an additional service and shall be billed at the hourly rate set forth in the Fee Schedule section of this document. This scope of work for valuation and acquisition services does include appraisal and review appraisals required for a property loss valued more than the \$10,000 threshold for a federally funded project but the City understands that these specific services will be outsourced to two other independent appraisal companies. Any request from the City of Bel Aire, Kansas for services other than those specifically set forth in the scope of this agreement will be deemed to be an additional service and a separate agreement shall be entered into outlining those terms.

Project Schedule

The acquisition services for the project will take up to 120 days to complete after the valuation process has been initiated and all items necessary for completion of the assignment have been received.

Fee Schedule

The fee for estimate of just compensation valuation services for this project is \$850 per tract for single family residential properties and \$1,150 per tract for non-single family residential properties for a federal funded project if there are a minimum of 17 total tracts. Any fewer than 17 tracts will require discussion and agreement with the City of Bel Air, Kansas and the Consultant on the price per tract fee.

Should damages to a tract be more than \$10,000 for a federal funded project the appraisal fees will be \$1,250 for single family residential properties and \$1,700 per tract for non-single family residential properties. Review appraisal fees for single family residential properties will be \$900 per tract and non-single family residential property review appraisals will be \$1,200 per tract

The fee for acquisition services for this project is \$900 per tract for single family residential properties and \$1,100 per tract for non-single residential properties for a federal funded project if there are a minimum of 17 total tracts. Any fewer than 17 tracts will require discussion and agreement with the City of Bel Air, Kansas and the Consultant on the price per tract fee.

Fee for title work O&E reports will be \$250 per tract.

Compensation for any additional services, including preparatory time, court time and travel time associated with condemnation proceedings will be made at the rate of \$275 per hour for Allen Skeens and \$375 per hour for Kevin O'Bryan and Derek Shaner.

Initial billing will be submitted at the conclusion of the first 30 day period for the amount of work that has been completed during that timeframe. Additional billing will be done thereafter on a monthly basis in the same manner.

City of Bel Aire, Kansas Requirements

The Scope of Services set forth in this proposal is predicated on the following terms:

1. City of Bel Aire, Kansas will provide the appraiser/acquisition agent with legal descriptions, tract maps, all exhibits, payment vouchers, owner contact information, prepared and finalized legal transactional forms and contracts requiring landowner signatures, and construction plans for the project.
2. Field staking marking the acquisition boundaries will be provided before the assignment is commenced to aid the agent in on-site inspections with the landowners.



Submitted by: _____

Allen Skeens
Skeens Consulting Services, Inc.
13931 West 76th Circle
Lenexa, Kansas 66216
{913} 484-5342

Date: June 23, 2026

EXHIBIT B

CONSULTANT'S FEE TABLE

FEE TABLE

Just Compensation Valuation Service	Amount
• Single Family Residential	\$850 per tract
• Non-Single Family Residential	\$1,100 per tract
Appraisal fee for damages in excess of \$10,000	
• Single Family Residential	\$1,250 per tract
• Non-Single Family Residential	\$1,700 per tract
Acquisition Services	
• Single Family Residential	\$900 per tract
• Non-Single Family Residential	\$1,100 per tract
Hourly Rate for Additional Services, including Condemnation Proceedings	\$275 - \$375 /hr.
Other Fees - Please list below	
1. title work O&E Reports	\$250 per tract

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EXHIBIT C

ADDENDUM

RFSQ No. 2026-002

Property Acquisition Services Request for Statement of Qualifications (“RFSQ”) No. 2026-002

Addendum #1

Questions submitted via Email Prior to the June 12, 2026, 5:00 p.m. Deadline for
Clarifications, Information, and Questions.

- 1. What is the required proposal Layout? Is it based on RFSQ section “4. Requirements” or “7. Summary of Required Submittals?”**

Answer: The City is looking for information from both Section 4 and Section 7. There is no required order or specific formatting for the response. If all requested information is included, the submission will be acceptable.

- 2. Will title work, appraisal services, and acquisition services be evaluated separately, or does the City prefer a single consultant/team to provide all services?**

Answer: The City prefers a single consultant/team to provide all these services.

- 3. Can the City provide an estimated breakdown of the tract types (single-family, non-single-family, temporary easement, permanent easement, drainage easement)?**

Answer:

Single-Family – 13 tracts

Non-Single-Family – 4 tracts

Temporary Easement – 7 tracts are Temporary Construction Easements

Permanent Easement – 9 tracts are Right-of-Way Acquisitions

Drainage Easement – 1 tract is a Permanent Drainage Easement

- 4. Will reasonable revisions to Exhibits A and B be considered during contract negotiations after consultant selection?**

Answer: Revisions may be considered, but the City cannot guarantee any revisions will be accepted.

5. The Response Form does not include LLC as a type of organization.

Answer: Please check mark corporation and type/write in LLC. This will be taken into consideration for future RFSQ's

6. How many copies of the submittals are required?

Answer: Only one hard copy is required. An electronic copy on a USB drive can be submitted in addition to the one required hard copy.

7. Will the City be posting a Q&A document as an official addendum that needs to be acknowledged on the Response Form?

Answer: Property Acquisition Services Request for Statement of Qualifications("RFSQ") No. 2026-002 Addendum #1 will be posted to the online portal before 5:00 p.m. on June 16th, 2026. This Addendum will need to be acknowledged on the Response Form.

8. Is this a federally funded project or just City funds?

Answer: This is a federally funded project through the Wichita Area Metropolitan Planning Organization (WAMPO) with required matching funds from the City. All KDOT property acquisition rules and regulations shall be adhered to.

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EXHIBIT D
OVERALL TRACT MAPS

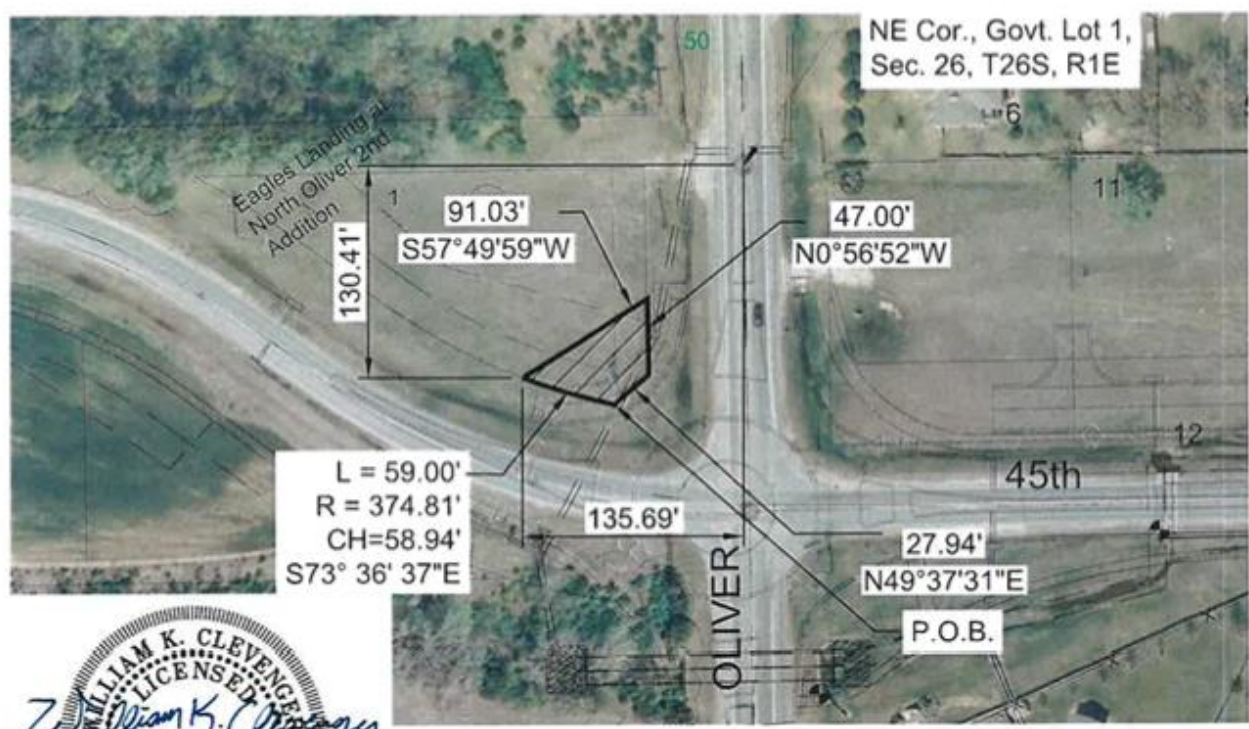


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EXHIBIT E

INDIVIDUAL TRACT MAPS

TRACT #1A



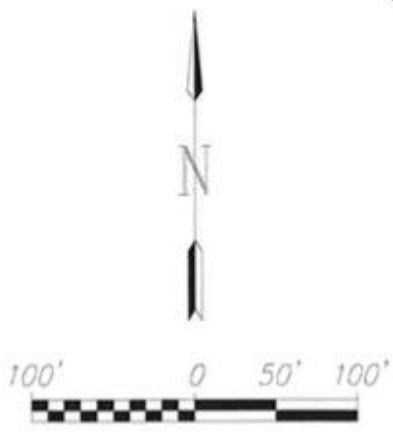
Owner:
Barakeh Property, LLC
1200 E Macarthur Rd
Wichita, KS 67216-1839

PIN: 00512365
Right of Way Acquisition Area:
2,564 Sq. Ft.± 0.06 Acres±

= PROPOSED RIGHT OF WAY ACQUISITION

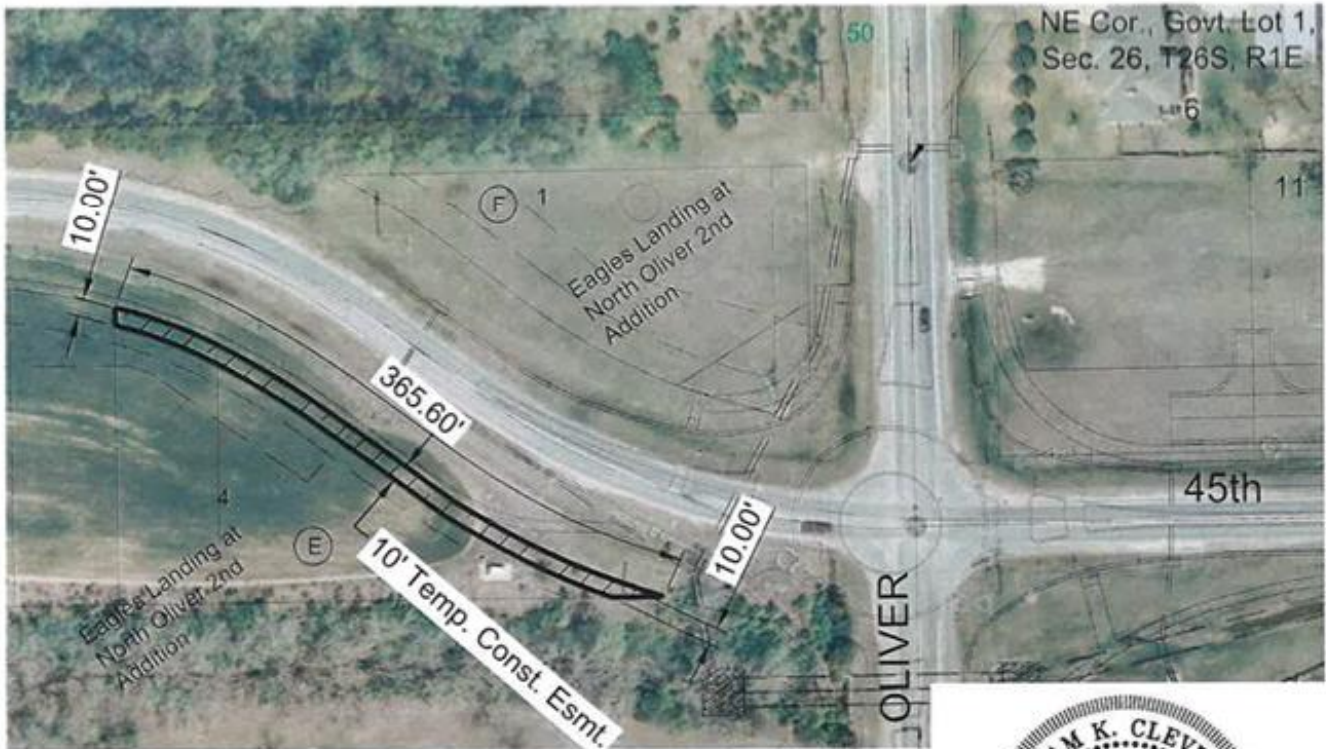
Legal Description:

A Part of Lot 1 Block F Eagles Landing at North Oliver 2nd Addition, Wichita, Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as beginning at the southerly most corner of said Lot 1; thence N49°37'31"E along the southeast line of said Lot 1, 27.94 feet to the easterly most southeast corner of said Lot 1; thence N00°56'52"W along the east line of said Lot 1, 47.00 feet; thence S57°49'59"W, 91.03 feet to the southwest line of said Lot 1, said southwest line being a non-tangent curve to the left, having a radius of 374.81 feet, an arc length of 59.00 feet, chord bearing S73°36'25"E, 58.90 feet; thence southeasterly along said curve, 58.90 feet to the place of beginning.



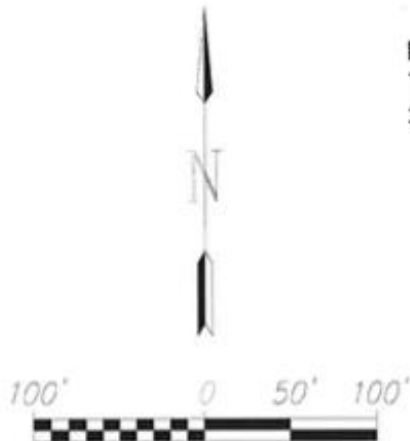
 1995 Midfield Road Wichita, KS 67209 (316) 264-8008			FIGURE NUMBER SHEET NUMBER
--	--	--	--

TEMPORARY CONSTRUCTION EASEMENT TRACT #1B



Owner:
Barakeh Property, LLC
1200 E Macarthur Rd
Wichita, KS 67216-1839

PIN: 30017429
Temporary Construction Easement Area:
3,656 Sq. Ft.± 0.08 Acres±



 = PROPOSED TEMPORARY CONSTRUCTION EASEMENT

Legal Description:

That part of Lot 4, Block E, Eagles Landing at North Oliver 2nd Addition, Wichita, Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as the Northeasterly 10.00 feet of said Lot 4, Except the West 113.2 feet thereof.

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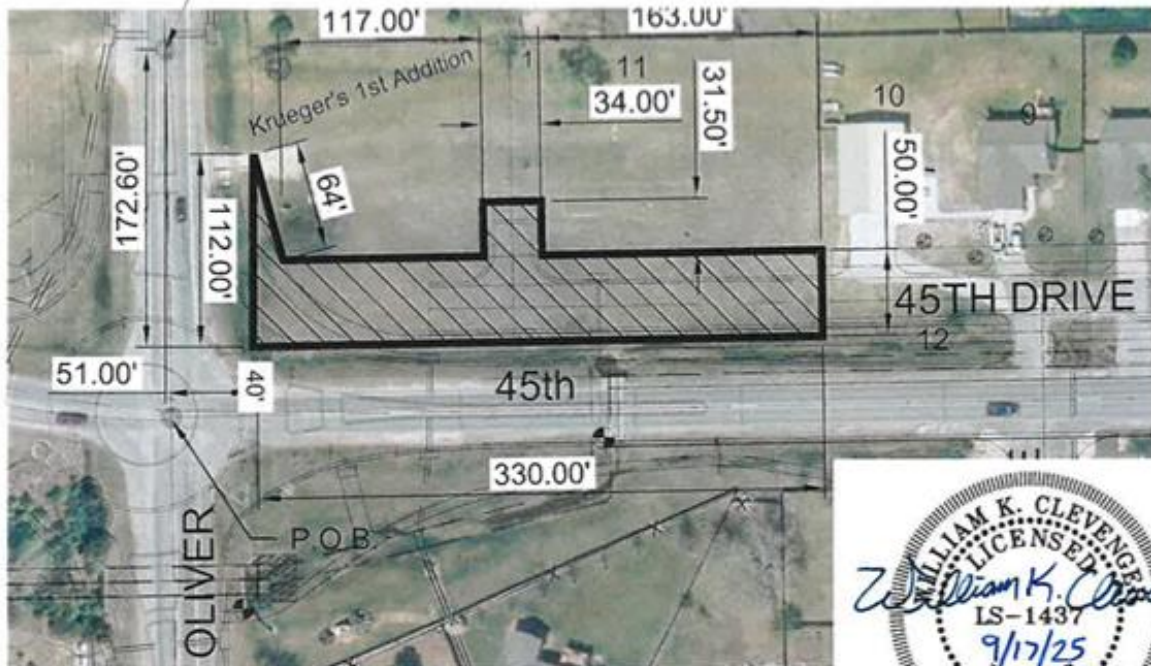
1995 Midfield Road
Wichita, KS 67209
(316) 264-8008

FIGURE NUMBER

SHEET
NUMBER

RIGHT OF WAY ACQUISITION TRACT #2A

NE Cor., Govt. Lot 1,
Sec. 26, T26S, R1E



Owner:

PIN: Peters Elmer S Jr & Patricia L Rev TR
7819 E 45th St N
Bel Aire, KS 67226-8838

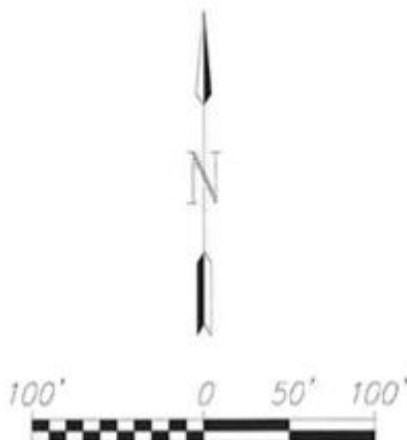
00512365

Right of Way Acquisition Area:
18,167 Sq. Ft.± 0.42 Acres±

 = PROPOSED RIGHT OF WAY ACQUISITION

Legal Description:

That part of Krueger's 1st. Addition to Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as beginning at the southwest corner of Lot 12, Block 1, in said addition; thence East along the south line of said Lot 12, 330.00 feet to the centerline of the vacated alley; thence North 50.00 feet; thence West, parallel with said south line, 163.00 feet; thence North, parallel with said centerline of vacated alley, 31.50 feet; thence West, parallel with said south line, 34.00 feet; thence South, parallel with said centerline of vacated alley, 31.50 feet; thence West, parallel with said south line, 117.00 feet; thence northwesterly 64.00 feet to a point 112.00 feet North of the place of beginning on the west line of Lot 11, Block 1, in said addition; thence South 112.00 feet to the place of beginning.



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Wichita, KS 67209
(316) 264-8008

FIGURE NUMBER

SHEET
NUMBER

RIGHT OF WAY ACQUISITION TRACT #2B



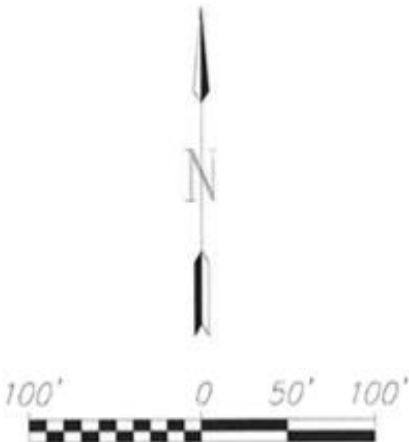
Owner:
PETERS ELMER S JR & PATRICIA L REV TR
7819 E 45th St N.
Bel Aire KS 67226-8838

PIN: 00272043
Right of Way Acquisition Area:
5,072 q. Ft.± 0.12 Acres±

 = PROPOSED RIGHT OF WAY ACQUISITION

Legal Description:

That part of Krueger's 1st Addition to Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as Lot 12, Except the West 556 feet thereof.



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1995 Midfield Road
Wichita, KS 67209
(316) 264-8008

FIGURE NUMBER

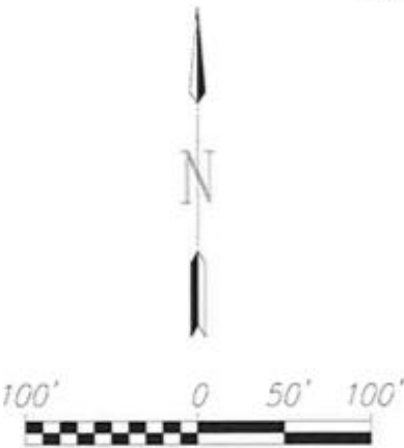
SHEET
NUMBER

RIGHT OF WAY ACQUISITION
TRACT #3



Owner:
TOWNE DARYL L & NANCY J TR
4924 E 45TH ST N
Bel Aire, KS 67220-1507

PIN: 00272037
Right of Way Acquisition Area:
7,700 Sq. Ft.± 0.18 Acres±

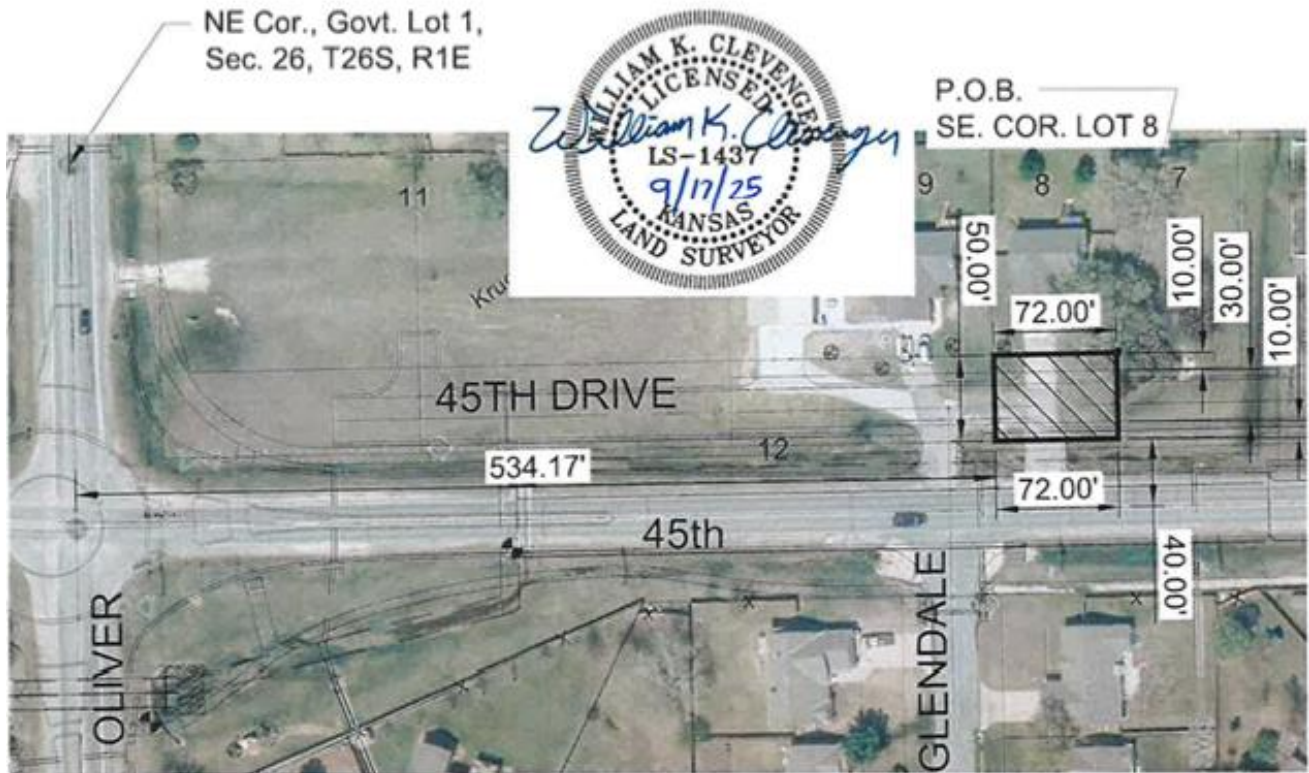


 = PROPOSED RIGHT OF WAY ACQUISITION

Legal Description:
That part of Krueger's 1st Addition to Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as beginning at the southeast corner of Lot 9, Block 1 in said addition; thence North along the east line of said Lot 9, 10.00 feet; thence West, parallel with the south line of said Lot 9 and extended, 154.00 feet to the centerline of the vacated alley adjoining Lot 10, Block 1 in said addition; thence South along said centerline and extended, 50.00 feet to the south line of Lot 12, Block 1 in said addition; thence East along said south line, 154 feet to a point of intersection with the extended east line of said Lot 9; thence North along said extended east line, 40.00 feet to the place of beginning.

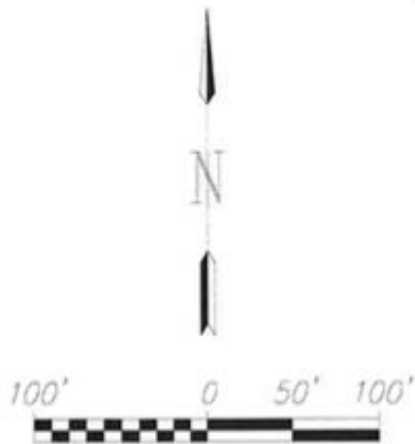
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	1995 Midfield Road Wichita, KS 67209 (316) 264-8008		SHEET NUMBER

RIGHT OF WAY ACQUISITION TRACT #4



Owner:
LEES TERESA A REV TR
4948 E 45th St N
Bel Aire, KS 67220

PIN: 00272036
Right of Way Acquisition Area:
3,600 Sq. Ft.± 0.08Acre±



= PROPOSED RIGHT OF WAY ACQUISITION

Legal Description:

That part of Krueger's 1st Addition to Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as beginning at the southeast corner of Lot 8, Block 1 in said addition; thence North along the east line of said Lot 8, 10.00 feet; thence West, parallel with the south line of said Lot 8, 72.00 feet to the west line of said Lot 8; thence South along said west line and extended, 50.00 feet to the south line of Lot 12, Block 1 in said addition; thence East along said south line, 72 feet to a point of intersection with the extended east line of said Lot 8; thence North along said extended east line, 40.00 feet to the place of beginning.

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1995 Midfield Road
Wichita, KS 67209
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FIGURE NUMBER

SHEET
NUMBER

RIGHT OF WAY ACQUISITION TRACT #5

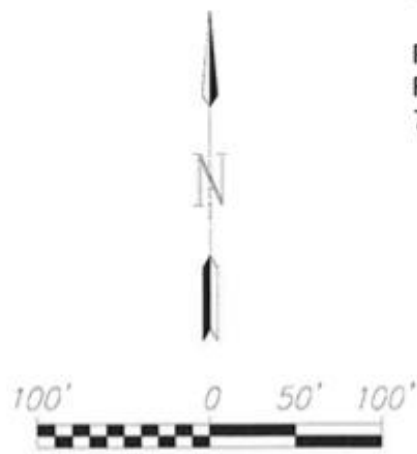


Owner:
GANT THOMAS G & BARBARA A FAM TR
2515 E Sunnysdale Ct
Valley Center, KS 67147-8657

PIN: 00272035
Right of Way Acquisition Area:
720 Sq. Ft.± 0.02 Acres±

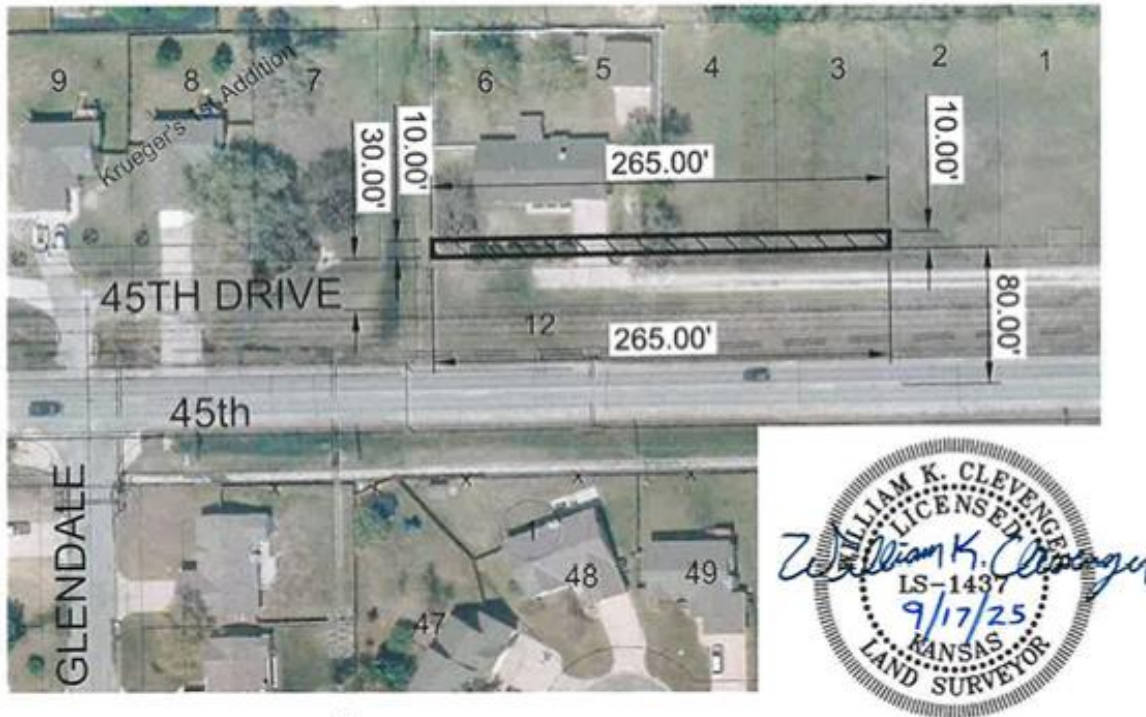
 = PROPOSED RIGHT OF WAY ACQUISITION

Legal Description:
That part of Lot 7, Block 1, Krueger's 1st. Addition to Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as being the South 10.00 feet thereof.



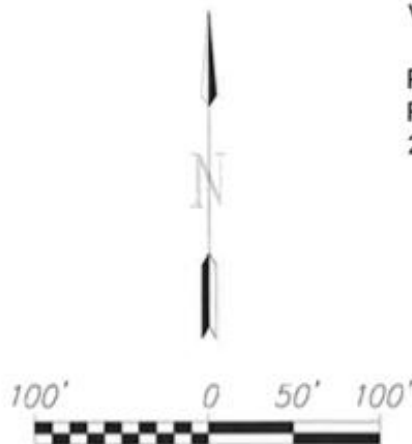
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	1995 Midfield Road Wichita, KS 67209 (316) 264-8008		SHEET NUMBER

RIGHT OF WAY ACQUISITION TRACT #6



Owner:
GANT THOMAS G & BARBARA A FAM TR
2515 E Sunnysdale Ct
Valley Center, KS 67147-8657

PIN: 00272033
Right of Way Acquisition Area:
2,650 Sq. Ft.± 0.06 Acres±



 = PROPOSED RIGHT OF WAY ACQUISITION

Legal Description:

That part of Lots 3, 4, 5 and 6, Block 1, Krueger's 1st. Addition to Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as being the South 10.00 feet thereof.

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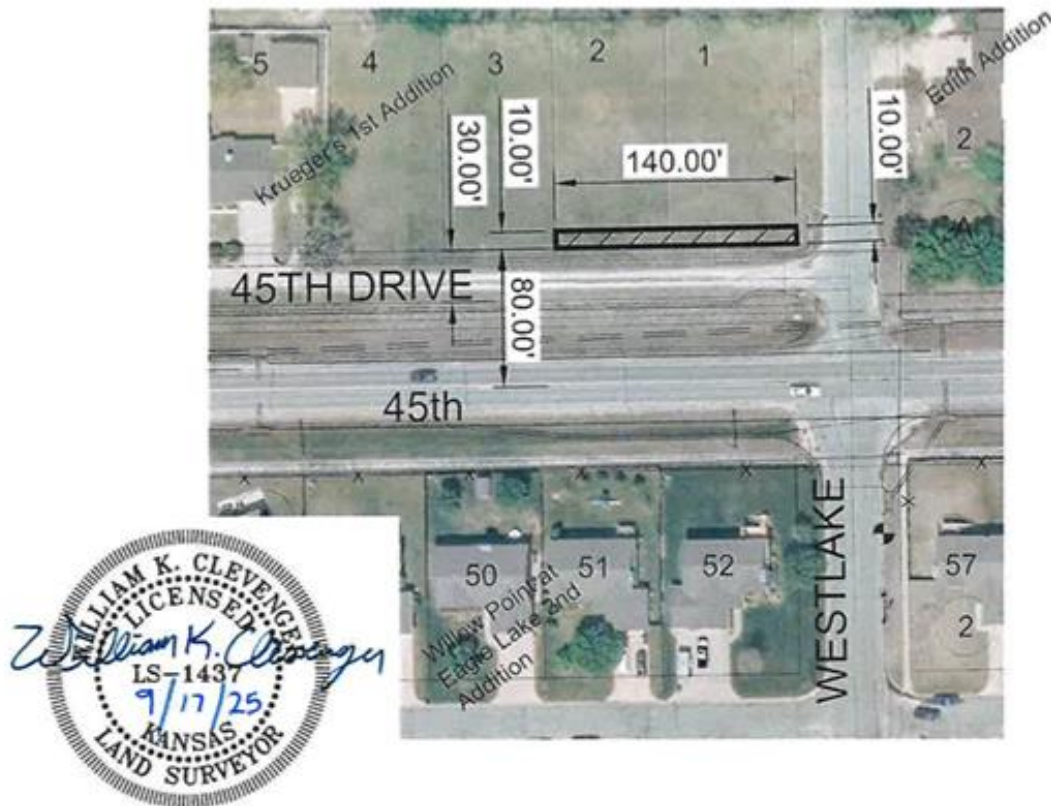


1995 Midfield Road
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FIGURE NUMBER

SHEET
NUMBER

RIGHT OF WAY ACQUISITION TRACT #7



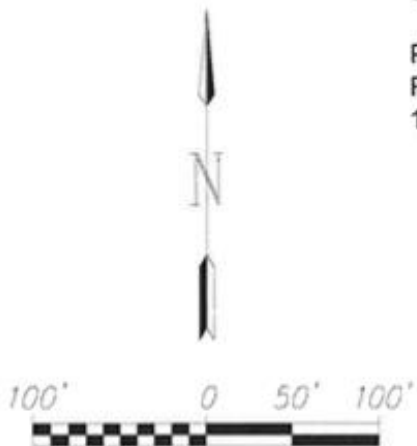
Owner:
SCHMIDT W L JR & MARILYN J 2515 E
4647 KRUEGER ST.
Bel Aire KS 67220-1421

PIN: 00272029 & 00272030
Right of Way Acquisition Area:
1,400 Sq. Ft.± 0.03 Acres±

 = PROPOSED RIGHT OF WAY ACQUISITION

Legal Description:

That part of Lots 1 and 2, Block 1, Krueger's 1st. Addition to Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as being the South 10.00 feet thereof.



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1995 Midfield Road
Wichita, KS 67209
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FIGURE NUMBER

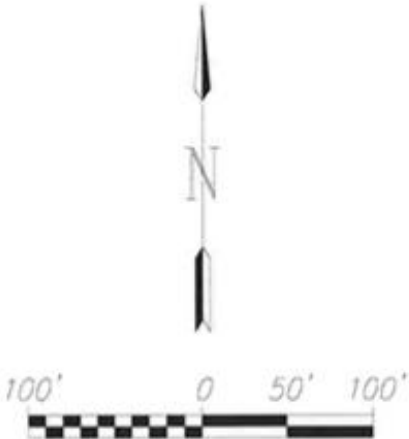
SHEET
NUMBER

RIGHT OF WAY ACQUISITION
TRACT #8



Owner:
GOATES RICHARD E ETUX
4604 Krueger
Bel Aire, KS 67220-1422

PIN: 00272046
Right of Way Acquisition Area:
1,820 Sq. Ft.± 0.03 Acres±

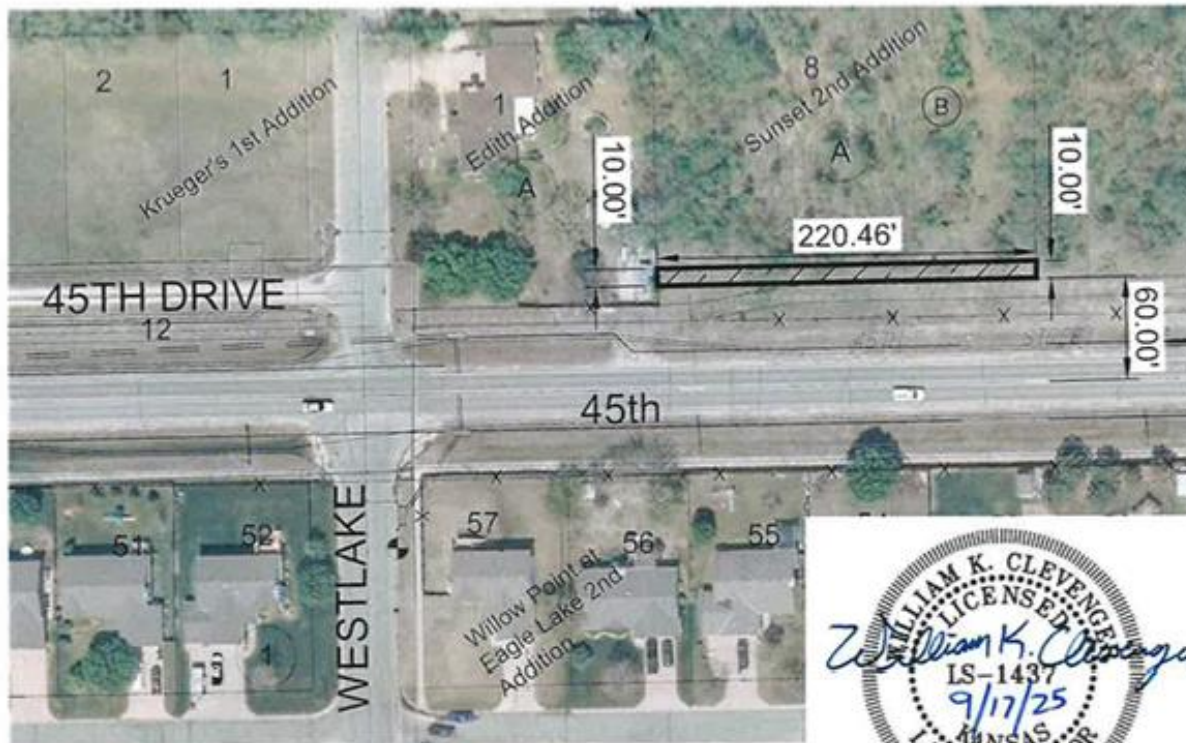


 = PROPOSED RIGHT OF WAY ACQUISITION

Legal Description:
That part of Lot 2, Block A, Edith Addition to Sedgwick County, Kansas,
written by William K. Clevenger, P.S.-1437 on September __, 2025,
described as being the South 13.00 feet thereof.

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	1995 Midfield Road Wichita, KS 67209 (316) 264-8008		SHEET NUMBER

TEMPORARY CONSTRUCTION EASEMENT TRACT #9



Owner:
KABIRPANTHI SWATI
4614 E Willow Point Ct
Wichita, KS 67220-1766

PIN: 00341945
Temporary Construction Easement Area:
2,205 Sq. Ft.± 0.05 Acres±

= PROPOSED TEMPORARY CONSTRUCTION EASEMENT

Legal Description:

That part of Lot 8, Block A, Sunset 2nd Addition, Bel Aire, Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as being the South 10.00 feet thereof.



1995 Midfield Road
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FIGURE NUMBER

SHEET
NUMBER

TEMPORARY CONSTRUCTION EASEMENT TRACT #10



Owner:
JONES JACK
4626 Farmstead Ct
Bel Aire KS 67220-1616

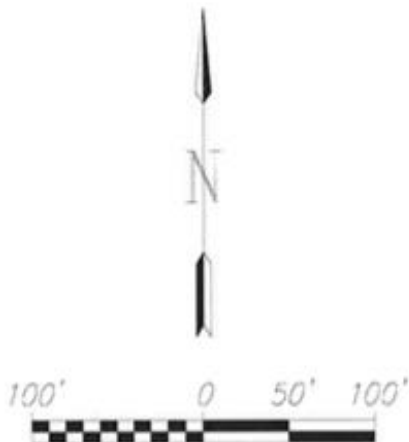
PIN: 00341945
Temporary Construction Easement Area:
2,765 Sq. Ft.± 0.06 Acres±



= PROPOSED TEMPORARY CONSTRUCTION EASEMENT

Legal Description:

That part of Lots 4 and 7, Block A, Sunset 2nd Addition, Bel Aire, Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as being the South 10.00 feet thereof.



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1995 Midfield Road
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FIGURE NUMBER

SHEET
NUMBER

TEMPORARY CONSTRUCTION EASEMENT TRACT #11



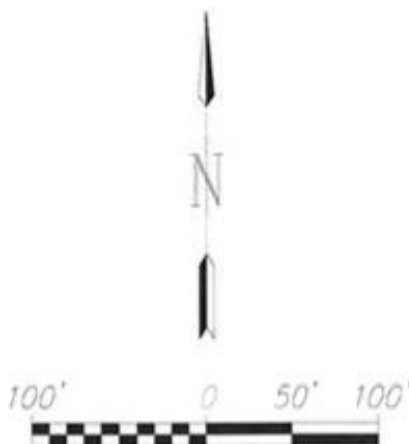
Owner:
LINSTED ROBERT D & SHARON E
5450 E 45th St N,
Bel Aire, KS 67220

PIN: 00272852
Temporary Construction Easement Area:
4,084 Sq. Ft.± 0.09 Acres±

 = PROPOSED TEMPORARY CONSTRUCTION EASEMENT

Legal Description:

That part of Lot 1, Sunrise Bible Chapel Addition, Bel Aire, Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as being the South 10.00 feet thereof.



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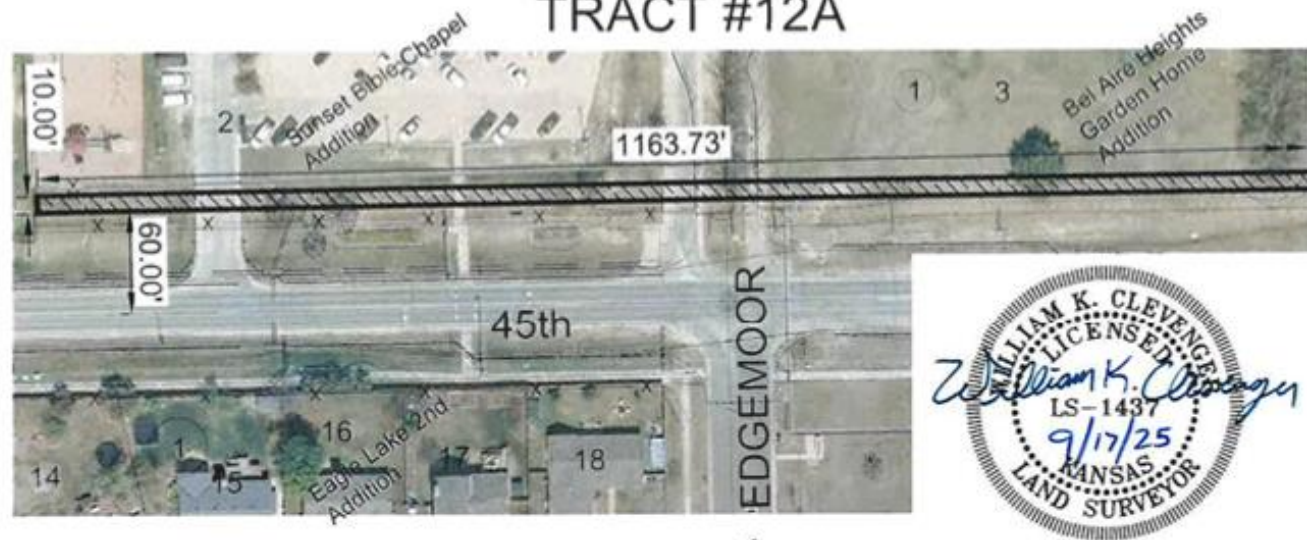


1995 Midfield Road
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FIGURE NUMBER

SHEET
NUMBER

TEMPORARY CONSTRUCTION EASEMENT TRACT #12A



Owner:
SUNRISE CHRISTIAN ACADEMY INC
5500 E 45th St N,
Bel Aire, KS 67220

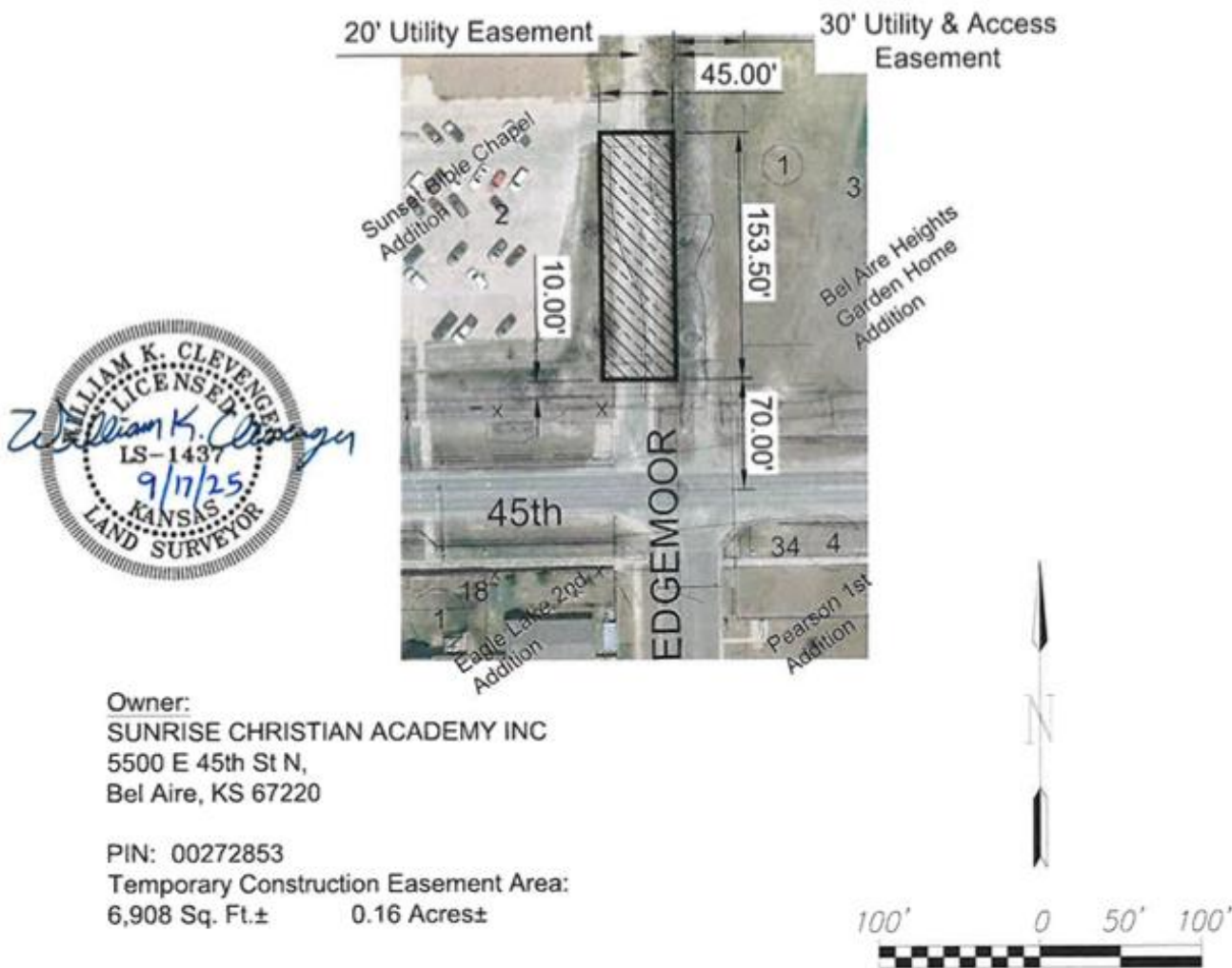
PIN: 00272853
Temporary Construction Easement Area:
11,638 Sq. Ft.± 0.27 Acres±

 = PROPOSED TEMPORARY CONSTRUCTION EASEMENT

Legal Description:
That part of Lot 2, Sunrise Bible Chapel Addition, Bel Aire, Sedgwick County, Kansas, AND part of Lot 3, Block 1, Bel Aire Heights Garden Home Addition, an Addition to Bel Aire, Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as being the South 10.00 feet thereof.

 1995 Midfield Road Wichita, KS 67209 (316) 264-8008			FIGURE NUMBER SHEET NUMBER
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TEMPORARY CONSTRUCTION EASEMENT
TRACT #12B

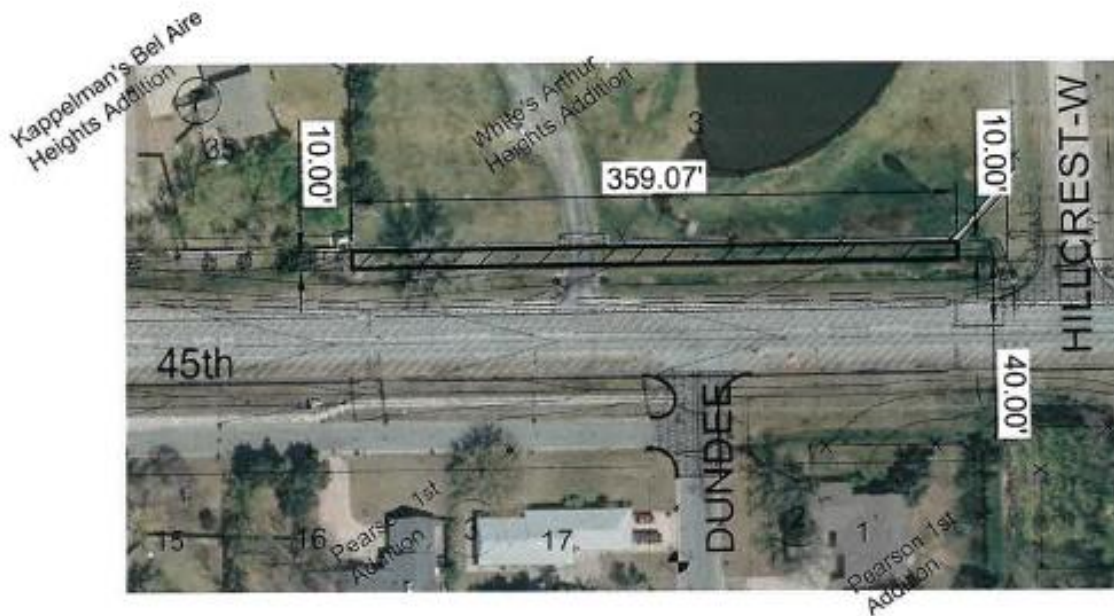


 = PROPOSED TEMPORARY CONSTRUCTION EASEMENT

Legal Description:
That part of Lot 2, Sunrise Bible Chapel Addition, Bel Aire, Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as being the North 153.50 feet of the South 163.50 feet of the East 45.00 feet of the South 163.50 feet thereof.

 1995 Midfield Road Wichita, KS 67209 (316) 264-8008			FIGURE NUMBER SHEET NUMBER
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TEMPORARY CONSTRUCTION EASEMENT TRACT #13A



Owner:
VICKERY WADE B & CAROL A
6020 E 45TH St N,
Bel Aire, KS 67220

PIN: 00271878
Temporary Construction Easement Area:
3,591 Sq. Ft.± 0.08 Acres±



 = PROPOSED TEMPORARY CONSTRUCTION EASEMENT

Legal Description:
That part of Lot 3, White's Replat of Part of Lot 16 in Arthur Heights, Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on June 3, 2026, described as being the South 10.00 feet of said Lot 3, EXCEPT the East 30.00 feet thereof.

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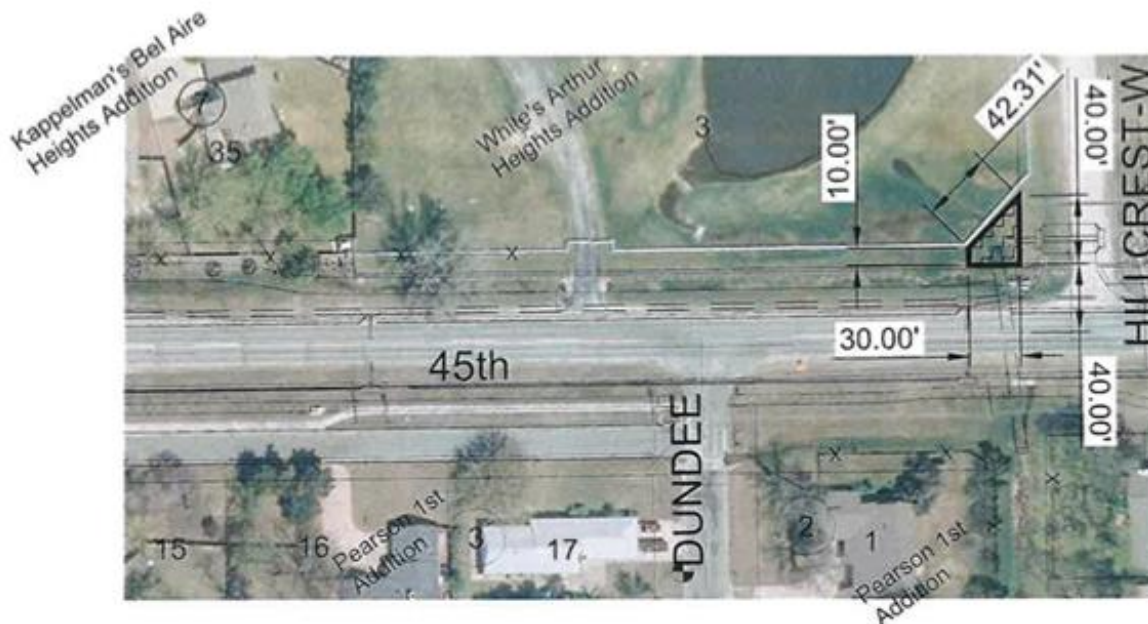


1995 Midfield Road
Wichita, KS 67209
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FIGURE NUMBER

SHEET
NUMBER

PERMANENT DRAINAGE EASEMENT TRACT #13B

**Owner:**

VICKERY WADE B & CAROL A
6020 E 45TH St N,
Bel Aire, KS 67220

PIN: 00271878

Permanent Drainage Easement Area:
747 Sq. Ft.± 0.02 Acres±



= PROPOSED PERMANENT DRAINAGE EASEMENT

Legal Description:

That part of Lot 3, White's Replat of Part of Lot 16 in Arthur Heights, Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as Beginning at the Southeast corner of said Lot 3; Thence along the East line of said Lot 3 for a distance of 40.00 feet; Thence Southwesterly for a distance of 42.31 feet to a point 10.00 feet North and 30.00 feet West of the Southeast corner of said Lot 3; Thence South 10.00 feet to the South line of said Lot 3; Thence East along the South line of said Lot 3, for a distance of 30.00 feet to the Point of Beginning.

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FIGURE NUMBER

SHEET
NUMBER

TEMPORARY CONSTRUCTION EASEMENT TRACT #14



Owner:
Eagles Landing North Oliver 2nd
4445 E Eagles Landing Ct
Wichita, KS 67220-5518

PIN: 00512367
Right of Way Acquisition Area:
1,095 Sq. Ft.± 0.03 Acres±

= PROPOSED RIGHT OF WAY ACQUISITION



Legal Description:

That part of Reserve B, Eagles Landing at North Oliver 2nd, Wichita, Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on June 3, 2026, described as commencing at the easterly most southeast corner of said Reserve B; thence North along the east line of said Reserve B, 41.26 feet to the place of beginning; thence continuing North along said east line, 36.62 feet to a point of intersection on the northeast line of said Reserve B; thence Northwest along said northeast line, 33.32 feet to a point of intersection on the north line of said Reserve B, said north line being a curve to the right with a radius of 494.81 feet; thence Westerly along said curve, 24.78 feet; thence Southeasterly, 81.00 feet to the place of beginning.

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FIGURE NUMBER

SHEET
NUMBER

EXHIBIT F

CITY OF BELAIRE MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions.** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due to Lack of Funding Appropriation.** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. **Disclaimer of Liability.** As a Kansas municipality, City shall not be obligated to protect, defend, hold harmless, or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*). City specifically reserves and does not intend to waive any defenses, limitations of liability or damages, and/or immunities available to it under the Kansas Tort Claims Act or other state or federal law. It is understood that the duty to indemnify or hold harmless includes the duty to defend. This indemnification and hold harmless clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages. In no event shall either party be obligated to indemnify the other on account of the negligence or willful misconduct of the party seeking indemnity or any agent or employee thereof.
5. **Acceptance of Agreement.** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration. Damages. Jury Trial and Warranties.** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract.** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal. State and Local Taxes.** Unless otherwise specified, the proposal price shall include all applicable federal,

state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide the Contractor a certificate of tax exemption. City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance.** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.
12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted to ensure that the City shall always stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, *et seq.*, as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
 - a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.
 - b. In all solicitations or advertisement for employees, the Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.
 - d. Contractor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or Contractor.

- e. Exempted from these requirements are:
1. Any Contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).
 2. Any Contractor who employs fewer than four (4) employees during the term of this Contract.
 3. Contractor who holds contracts with the City with a cumulative total of five thousand dollars (\$5,000.00) or less during the City's Fiscal Year.
- f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the Contractor shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973; the Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated thereunder. Any finding adverse to the Contractor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.
14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City, must determine whether the Contractor has been excluded from the system and any federal funding received, or to be received, by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
15. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
16. **No Assignment.** The services to be provided by the Contractor under this Contract are personal and cannot be assigned, delegated, sublet, or transferred without the specific written consent of the City.
17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.
18. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.
19. **Bankruptcy.** Contractor shall be considered to be in default of this Contract in the event Contractor: (i) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition

in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by Contractor for the purpose of effecting any of the foregoing.

20. **Ownership of Data.** All data, forms, procedures, software, manuals, system descriptions, and workflows developed or accumulated by Contractor in relation to this Agreement shall be owned by City and shall be handed over and/or returned to City upon the expiration or termination of this Agreement. Contractor shall not release any such materials without written approval of the City.
21. **Tariffs.** If Contractor chooses to use foreign products or goods during the execution of this agreement, Contractor shall not directly invoice tariff costs to the City. The City will consider a reasonable price adjustment only after conclusion of the initial contract term but reserves the right to not pick up option years of the contract if, in its sole discretion, the City determines the price increase no longer provides the best value to the City.
22. **Contractor Use of Artificial Intelligence.**
 - a. Meeting Recording, Transcription, and Confidential Information. The City does not consent to, and expressly rejects, the use by Contractor of Artificial Intelligence ("A.I.") note takers in, and recordings of, meetings with City officials and staff unless specifically approved by the City (project manager or higher) prior to the initiation of the meeting. This includes use by Contractor for training its A.I. programs, services, and platforms. Any transcripts, recordings, summaries, or AI-generated outputs approved by the City and created in connection with City meetings or City data shall be treated as City Confidential Information. Contractor shall not retain such materials longer than required to perform services necessary and incidental to the contract, and upon the City's request, Contractor shall promptly return or securely delete such materials and certify deletion in writing. Only the City Manager or City Attorney may approve a request for an exemption from these requirements.

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EXHIBIT G**CITY OF BEL AIRE MANDATORY INDEPENDENT CONTRACTOR ADDENDUM**

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

Monthly **FINANCIAL REPORT**

**JUNE
2026**



GENERAL FUND SUMMARY

**Budget Report**
Group Summary

For Fiscal: 2026 Period Ending: 06/30/2026

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund						
Department: 000 - GENERAL						
40 - REVENUES	9,914,111.93	9,914,111.93	2,458,878.20	7,515,606.32	-2,398,505.61	24.19%
Department: 000 - GENERAL Total:	9,914,111.93	9,914,111.93	2,458,878.20	7,515,606.32	-2,398,505.61	24.19%
Department: 100 - ADMINISTRATION						
50 - EXPENSES - PERSONNEL	1,344,603.46	1,344,603.46	104,267.84	637,970.70	706,632.76	52.55%
60 - EXPENSES - COMMODITIES	126,532.00	126,532.00	5,455.39	56,581.11	69,950.89	55.28%
70 - EXPENSES - CONTRACTUAL	640,115.00	640,115.00	96,073.55	370,174.07	269,940.93	42.17%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Department: 100 - ADMINISTRATION Total:	2,111,250.46	2,111,250.46	205,796.78	1,064,725.88	1,046,524.58	49.57%
Department: 120 - POLICE						
50 - EXPENSES - PERSONNEL	1,940,983.81	1,940,983.81	142,506.00	889,155.30	1,051,828.51	54.19%
60 - EXPENSES - COMMODITIES	217,207.00	217,207.00	8,471.35	57,422.88	159,784.12	73.56%
70 - EXPENSES - CONTRACTUAL	289,390.00	289,390.00	13,621.63	192,183.62	97,206.38	33.59%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	67.90	-67.90	0.00%
Department: 120 - POLICE Total:	2,447,580.81	2,447,580.81	164,598.98	1,138,829.70	1,308,751.11	53.47%
Department: 130 - RECREATION						
50 - EXPENSES - PERSONNEL	482,591.93	482,591.93	48,986.70	203,677.33	278,914.60	57.80%
60 - EXPENSES - COMMODITIES	105,050.00	105,050.00	10,887.62	40,208.90	64,841.10	61.72%
70 - EXPENSES - CONTRACTUAL	123,963.00	123,963.00	10,978.68	64,449.00	59,514.00	48.01%
80 - EXPENSES - CAPITAL PROJECTS	95,000.00	95,000.00	0.00	34,796.41	60,203.59	63.37%
90 - EXPENSES - TRANSFERS	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00%
Department: 130 - RECREATION Total:	861,604.93	861,604.93	70,853.00	343,131.64	518,473.29	60.18%
Department: 140 - LAND BANK						
60 - EXPENSES - COMMODITIES	79,000.00	79,000.00	0.00	0.00	79,000.00	100.00%
70 - EXPENSES - CONTRACTUAL	13,350.00	13,350.00	0.00	3,742.26	9,607.74	71.97%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
90 - EXPENSES - TRANSFERS	2,139,360.00	2,139,360.00	0.00	0.00	2,139,360.00	100.00%
Department: 140 - LAND BANK Total:	2,231,710.00	2,231,710.00	0.00	3,742.26	2,227,967.74	99.83%
Department: 150 - PARKS						
50 - EXPENSES - PERSONNEL	182,050.16	182,050.16	14,141.10	54,884.92	127,165.24	69.85%
60 - EXPENSES - COMMODITIES	62,455.00	62,455.00	3,437.71	23,926.88	38,528.12	61.69%
70 - EXPENSES - CONTRACTUAL	58,920.00	58,920.00	3,349.70	42,112.43	16,807.57	28.53%
80 - EXPENSES - CAPITAL PROJECTS	83,000.00	83,000.00	0.00	9,745.45	73,254.55	88.26%
Department: 150 - PARKS Total:	386,425.16	386,425.16	20,928.51	130,669.68	255,755.48	66.18%
Department: 160 - PLANNING & ZONING						
50 - EXPENSES - PERSONNEL	455,485.33	455,485.33	35,981.03	207,077.17	248,408.16	54.54%
60 - EXPENSES - COMMODITIES	25,700.00	25,700.00	1,201.67	6,250.76	19,449.24	75.68%
70 - EXPENSES - CONTRACTUAL	105,307.00	105,307.00	1,204.23	41,199.42	64,107.58	60.88%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
Department: 160 - PLANNING & ZONING Total:	586,492.33	586,492.33	38,386.93	254,527.35	331,964.98	56.60%
Department: 190 - FACILITIES						
50 - EXPENSES - PERSONNEL	0.00	0.00	0.00	0.00	0.00	0.00%
60 - EXPENSES - COMMODITIES	12,250.00	12,250.00	327.46	4,293.68	7,956.32	64.95%
70 - EXPENSES - CONTRACTUAL	133,600.00	133,600.00	8,964.21	62,235.03	71,364.97	53.42%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
90 - EXPENSES - TRANSFERS	1,365,000.00	1,365,000.00	0.00	0.00	1,365,000.00	100.00%

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 190 - FACILITIES Total:	1,510,850.00	1,510,850.00	9,291.67	66,528.71	1,444,321.29	95.60%
Total Revenues	9,914,111.93	9,914,111.93	2,458,878.20	7,515,606.32	-2,398,505.61	24.19%
Total Expenses	10,135,913.69	10,135,913.69	509,855.87	3,002,155.22	7,133,758.47	70.38%
Fund: 100 - General Fund Surplus (Deficit):	-221,801.76	-221,801.76	1,949,022.33	4,513,451.10	4,735,252.86	2,134.90%
Report Surplus (Deficit):	-221,801.76	-221,801.76	1,949,022.33	4,513,451.10	4,735,252.86	2,134.90%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-221,801.76	-221,801.76	1,949,022.33	4,513,451.10	4,735,252.86
Report Surplus (Deficit):	-221,801.76	-221,801.76	1,949,022.33	4,513,451.10	4,735,252.86

BUDGETED FUNDS SUMMARY

NON-GENERAL FUND



City of Bel Aire, KS

Section XIV, Item A.

Budget Report Group Summary

For Fiscal: 2026 Period Ending: 06/30/2026

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 200 - Special Street & Highway						
Department: 210 - PUBLIC WORKS						
40 - REVENUES	1,274,860.00	1,274,860.00	30,923.82	198,039.63	-1,076,820.37	84.47%
50 - EXPENSES - PERSONNEL	132,538.52	132,538.52	10,309.65	62,096.64	70,441.88	53.15%
60 - EXPENSES - COMMODITIES	169,200.00	169,200.00	13,702.94	39,505.90	129,694.10	76.65%
70 - EXPENSES - CONTRACTUAL	187,634.00	187,634.00	11,666.55	107,747.64	79,886.36	42.58%
80 - EXPENSES - CAPITAL PROJECTS	955,000.00	955,000.00	0.00	14,564.10	940,435.90	98.47%
90 - EXPENSES - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Department: 210 - PUBLIC WORKS Surplus (Deficit):	-169,512.52	-169,512.52	-4,755.32	-25,874.65	143,637.87	84.74%
Total Revenues	1,274,860.00	1,274,860.00	30,923.82	198,039.63	-1,076,820.37	84.47%
Total Expenses	1,444,372.52	1,444,372.52	35,679.14	223,914.28	1,220,458.24	84.50%
Fund: 200 - Special Street & Highway Surplus (Deficit):	-169,512.52	-169,512.52	-4,755.32	-25,874.65	143,637.87	84.74%

Budget Report

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

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 400 - Land Bank Fund						
Department: 400 - LAND BANK						
40 - REVENUES	65,000.00	65,000.00	5,401.10	37,848.19	-27,151.81	41.77%
60 - EXPENSES - COMMODITIES	5,000.00	5,000.00	0.00	33.28	4,966.72	99.33%
70 - EXPENSES - CONTRACTUAL	0.00	0.00	0.00	0.00	0.00	0.00%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
90 - EXPENSES - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Department: 400 - LAND BANK Surplus (Deficit):	60,000.00	60,000.00	5,401.10	37,814.91	-22,185.09	36.98%
Total Revenues	65,000.00	65,000.00	5,401.10	37,848.19	-27,151.81	41.77%
Total Expenses	5,000.00	5,000.00	0.00	33.28	4,966.72	99.33%
Fund: 400 - Land Bank Fund Surplus (Deficit):	60,000.00	60,000.00	5,401.10	37,814.91	-22,185.09	36.98%

Budget Report

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

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 410 - Bond & Interest						
Department: 410 - BOND AND INTEREST						
40 - REVENUES	4,571,235.00	4,571,235.00	1,319,127.60	3,330,738.90	-1,240,496.10	27.14%
80 - EXPENSES - CAPITAL PROJECTS	4,477,912.00	4,477,912.00	0.00	718,955.65	3,758,956.35	83.94%
90 - EXPENSES - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Department: 410 - BOND AND INTEREST Surplus (Deficit):	93,323.00	93,323.00	1,319,127.60	2,611,783.25	2,518,460.25	-2,698.65%
Total Revenues	4,571,235.00	4,571,235.00	1,319,127.60	3,330,738.90	-1,240,496.10	27.14%
Total Expenses	4,477,912.00	4,477,912.00	0.00	718,955.65	3,758,956.35	83.94%
Fund: 410 - Bond & Interest Surplus (Deficit):	93,323.00	93,323.00	1,319,127.60	2,611,783.25	2,518,460.25	-2,698.65%

Budget Report

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

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 520 - Water Utility						
Department: 210 - PUBLIC WORKS						
40 - REVENUES	4,062,898.00	4,062,898.00	393,593.42	1,943,177.31	-2,119,720.69	52.17%
50 - EXPENSES - PERSONNEL	512,605.17	512,605.17	46,889.45	262,289.30	250,315.87	48.83%
60 - EXPENSES - COMMODITIES	177,700.00	177,700.00	58,440.23	97,993.21	79,706.79	44.85%
70 - EXPENSES - CONTRACTUAL	2,444,258.00	2,444,258.00	191,550.63	915,481.52	1,528,776.48	62.55%
80 - EXPENSES - CAPITAL PROJECTS	985,314.50	985,314.50	4,684.50	33,126.25	952,188.25	96.64%
90 - EXPENSES - TRANSFERS	298,200.00	298,200.00	0.00	0.00	298,200.00	100.00%
Department: 210 - PUBLIC WORKS Surplus (Deficit):	-355,179.67	-355,179.67	92,028.61	634,287.03	989,466.70	278.58%
Total Revenues	4,062,898.00	4,062,898.00	393,593.42	1,943,177.31	-2,119,720.69	52.17%
Total Expenses	4,418,077.67	4,418,077.67	301,564.81	1,308,890.28	3,109,187.39	70.37%
Fund: 520 - Water Utility Surplus (Deficit):	-355,179.67	-355,179.67	92,028.61	634,287.03	989,466.70	278.58%

Budget Report

For Fiscal: 2026 P

Section XIV, Item A.

6

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 530 - Sewer Utility						
Department: 210 - PUBLIC WORKS						
40 - REVENUES	3,357,963.00	3,357,963.00	314,803.61	1,996,141.65	-1,361,821.35	40.55%
50 - EXPENSES - PERSONNEL	485,333.95	485,333.95	27,146.99	192,635.07	292,698.88	60.31%
60 - EXPENSES - COMMODITIES	394,550.00	394,550.00	12,421.96	47,276.88	347,273.12	88.02%
70 - EXPENSES - CONTRACTUAL	2,166,575.00	2,166,575.00	147,456.49	971,474.58	1,195,100.42	55.16%
80 - EXPENSES - CAPITAL PROJECTS	1,031,689.44	1,031,689.44	0.00	15,844.72	1,015,844.72	98.46%
90 - EXPENSES - TRANSFERS	318,315.00	318,315.00	0.00	0.00	318,315.00	100.00%
Department: 210 - PUBLIC WORKS Surplus (Deficit):	-1,038,500.39	-1,038,500.39	127,778.17	768,910.40	1,807,410.79	174.04%
Total Revenues	3,357,963.00	3,357,963.00	314,803.61	1,996,141.65	-1,361,821.35	40.55%
Total Expenses	4,396,463.39	4,396,463.39	187,025.44	1,227,231.25	3,169,232.14	72.09%
Fund: 530 - Sewer Utility Surplus (Deficit):	-1,038,500.39	-1,038,500.39	127,778.17	768,910.40	1,807,410.79	174.04%

Budget Report

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 540 - Solid Waste Utility						
Department: 540 - SOLID WASTE						
40 - REVENUES	760,000.00	760,000.00	70,973.99	425,460.58	-334,539.42	44.02%
70 - EXPENSES - CONTRACTUAL	660,000.00	660,000.00	53,513.13	266,058.17	393,941.83	59.69%
90 - EXPENSES - TRANSFERS	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%
Department: 540 - SOLID WASTE Surplus (Deficit):	0.00	0.00	17,460.86	159,402.41	159,402.41	0.00%
Total Revenues	760,000.00	760,000.00	70,973.99	425,460.58	-334,539.42	44.02%
Total Expenses	760,000.00	760,000.00	53,513.13	266,058.17	493,941.83	64.99%
Fund: 540 - Solid Waste Utility Surplus (Deficit):	0.00	0.00	17,460.86	159,402.41	159,402.41	0.00%

Budget Report

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

SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 550 - Stormwater Utility						
Department: 550 - STORMWATER						
40 - REVENUES	99,500.00	99,500.00	9,967.14	239,452.33	139,952.33	140.66%
70 - EXPENSES - CONTRACTUAL	10,000.00	10,000.00	790.00	5,979.10	4,020.90	40.21%
80 - EXPENSES - CAPITAL PROJECTS	300,000.00	300,000.00	4,167.04	6,085.94	293,914.06	97.97%
90 - EXPENSES - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Department: 550 - STORMWATER Surplus (Deficit):	-210,500.00	-210,500.00	5,010.10	227,387.29	437,887.29	208.02%
Total Revenues	99,500.00	99,500.00	9,967.14	239,452.33	139,952.33	140.66%
Total Expenses	310,000.00	310,000.00	4,957.04	12,065.04	297,934.96	96.11%
Fund: 550 - Stormwater Utility Surplus (Deficit):	-210,500.00	-210,500.00	5,010.10	227,387.29	437,887.29	208.02%
Report Surplus (Deficit):	-1,620,369.58	-1,620,369.58	1,562,051.12	4,413,710.64	6,034,080.22	372.39%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
200 - Special Street & Highway	-169,512.52	-169,512.52	-4,755.32	-25,874.65	143,637.87
400 - Land Bank Fund	60,000.00	60,000.00	5,401.10	37,814.91	-22,185.09
410 - Bond & Interest	93,323.00	93,323.00	1,319,127.60	2,611,783.25	2,518,460.25
520 - Water Utility	-355,179.67	-355,179.67	92,028.61	634,287.03	989,466.70
530 - Sewer Utility	-1,038,500.39	-1,038,500.39	127,778.17	768,910.40	1,807,410.79
540 - Solid Waste Utility	0.00	0.00	17,460.86	159,402.41	159,402.41
550 - Stormwater Utility	-210,500.00	-210,500.00	5,010.10	227,387.29	437,887.29
Report Surplus (Deficit):	-1,620,369.58	-1,620,369.58	1,562,051.12	4,413,710.64	6,034,080.22

CITY OF BEL AIRE
STAFF REPORT

DATE: June 30, 2026

TO: City Manager

FROM: Marty McGee, Public Works Director

Water-

- Staff have been installing new water services until the RFB is returned and a decision is made. The RFB was submitted to UMC, Nowak, McCullough, Dondlinger and Undre ground construction. UMC and Underground were the only two companies that responded in the aloud time.
- 6-10-26 we had a water setter leaking at 4346 Woodlawn Ct. staff replaced the setter and restored water service.
- 6-11-26 water break on service line at St James Pl. there were 26 homes without water for 2 hours.
- The colorimeter has been changed at the North Water Tower.
- All water samples were taken and sent to KDHE
- Staff potholed the water mains on 45th street and relayed the depth of the watermains to the city engineer. This information was needed so that Garver could move forward with their bid on the 45th street project.
- There were only 24 shutoffs this month.

Streets-

- Central Park streets have been cracked sealed and Mastic is almost completed. We will continue crack sealing and using mastic until Central Park is completed.
- From 53rd to 254 on Rock Road all potholes have been filled with concrete patch material.
- Staff have filled many potholes around town this month. We are using a concrete patch rather than the asphalt patch. The concrete patch is comparison on price but lasts longer and bonds better than the asphalt.
- Several street signs have been replaced after the storm went through Bel Aire.
- On 53rd East of Cypress and Pebble creek, the concrete is deteriorating and needs to be replaced. This project is in the process of being repaired and Kansas Paving will be doing the concrete repairs.

Sewer-

- Rock Road and 53rd street lift stations have been cleaned this month.
- Sewer lines have been cleaned, and we are following our schedule.
- We are continuing to add Dawn dishwashing soap to each lift station to help reduce the FOG (fats oils and Grease)
- I have held conversation with Tony at CCUA about expanding the dumping area at the sewer plant.

Parks-

- All the park inspections have been completed with little to know findings.

- Valspar sports repaired Central Park playground surface and added a drainpipe to the Eagle Lake playground.
- All parks have been mowed and maintained.
- The sprinkler system at Rock Road and Central Park entrance has been repaired and the sprinklers are working as they should.
- Bel Aire Park Sprinkler system has been without a power source for awhile now. Every finally came out to restore power to the power pole and Felix Landscaping will be out next week to restore service at Bel Aire Park.
- The 45th and Rock Road entrance sign has been dressed up with new rock and mulch.

Stormwater-

- The second of four-stormwater samples for 2026 have been sent off to KDHE for evaluation.
- Tributary 7 has been maintained and fence lines sprayed for Poison Ivy. The spillway entering Quail Ridge Lake was sprayed for weeds and the trash was removed.
- After the storm on 6-26-26 there was little flooding in Bel Aire. The bridge on 53rd and Lycee will need to be evaluated as this was a flooding issue with the last two storms. The second flooding issue was Edgemoor and Denise. I have called for Locates so that the floodplain at this location could be reworked. Once staff has completed the repairs in this area, it will correct the flooding. The ditch that we dug out on Harding last month did a great job controlling the amount of water with no flooding in Aurora Park area. Overall, our stormwater infrastructure is in great shape and controlling the water as it should.

Special Events

- The forklift arrived at the new public works facility this month and all employees have been certified to operate the forklift. IMA held the class to certify our employees at no cost to the city.
- Unfortunately, employee Ryan Lambert had to be relieved of his duties this month, and staff are in the process of doing interviews starting July 1st for his position.
- The Tree Ceremony for Art Tendency on Saturday 6-27-26 was canceled due to weather conditions and will be rescheduled at another time.
- IT installed the internet to our new P.W. facility and Double Check has almost completed installing their program for our fuel station. Once installation is completed PD and Reck- Center will be free to fuel their vehicles at the P.W. facility if they decide.



New Forklift



Water leak on main, St. James



Bel Aire Utility Advisory Committee Meeting **Minutes**
Wednesday, June 10, 2026, 3:00 pm – 4:30 pm, Senior Center Room at City Hall

- 1) Call to Order – **2:58**
- 2) Roll Call: X Sean Brata, X Dan Broyles, X Terry Ercolani, X Antonio Kitt, X Bill Moss
- 3) Approval of today’s meeting agenda – **Sean motioned to approve , Dan 2nd, passed 5 - 0**
- 4) Approval of May 13 meeting minutes – **Bill motioned to approve, Dan 2nd, passed 5 - 0**
- 5) New business:
 - A) Art’s memorial – **projected to take place 27 June 2026. Terry to invite Art’s daughter to speak**
 - B) Discuss field trip – **Bill mentioned of a possible field trip to Hutchinson, KS. recycle center...MTF**
 - a. New Wichita Water Treatment Plan – **In work, MTF.**
 - C) July 2026 “*Did You Know(DYK)?*”- **Antonio suggested tabling July DYK to allow more space for Bel Aire’s Night Out article, Sean motioned to approve, Bill 2nd, passed 5 - 0**
- 6) Round table introductions and discussion of individual comments, suggestions, and concerns.

Add; 11 July Bel Aire Night Out...Celebrating America’s 250th

- 7) Next UAC activity: UAC meeting July 8 @ **3:00 P.M.**
- 8) Old, Continuing, and Future Business:
- 9) Rainfall, year-to-date (through 5/31/26)

Location	Inches	Deviation from Average
Bel Aire	11.2	-2.4
Eisenhower Airport	8.4	-4.0

- 10)
 - ~~February 2026 – 2026 MWCPs (baseline and alternate) reviewed and approved by UAC~~
 - ~~March 2026 – 2026 MWCP to be voted on at Bel Aire City Council Meeting~~
 - ~~March 28, Bel Aire Spring Festival~~
 - ~~April 23, Citywide Garage Sale Weekend~~
 - ~~May 2, E-Recycling and Shred Day~~
 - ~~May 16, Spring Curbside Clean-up~~
 - June 27, Art Tenbrink Memorial Tree Dedication Ceremony, 11:00 am
 - October 3 Fall Curbside Clean-up
 - October 17, Bel Aire Fall Festival
- 11) As may arise
- 12) Adjournment – @ **3:40, Antonio motioned, Dan 2nd, passed 5 - 0**

MANAGER’S REPORT

DATE: July 16, 2026
TO: Mayor Benage and City Council
FROM: Ted Henry, City Manager
RE: July 21, 2026 Agenda



Consent Agenda

- Minutes of July 7, 2026
- Reappointment of Bill Moss to the UAC

The consent agenda includes the minutes from the previous regular City Council meeting. In addition, Mayor Benage has nominated Bill Moss for reappointment to the Utility Advisory Committee. If confirmed, Bill’s term will be from August 1, 2026 to August 1, 2029.

Appropriations Ordinance

This appropriation ordinance encompasses 07/01/2026 through 07/14/2026 expenses and one payroll cycle. Expenditures amounted to \$244,490.96. No expenses during this period included costs paid through special assessments.

Bids and Contract for Skyview at Webb Phase 1 Infrastructure (Item A)

The bid letting for Phase 1 of Skyview at Webb was held on Wednesday, June 24th at City Hall. Four contractors responded to the solicitation. This project includes the water, sanitary sewer, storm sewer and paving for Phase 1 of the Skyview at Webb subdivision. All four portions of the project are tied under one Contractor. The paving for this project will be concrete. No asphalt option was bid. The cost of the improvements for these projects will be financed through a bond and spread as special assessments against the benefiting lots. Staff recommend that the City Council accept the bid from Mies Construction in the amount of \$1,163,439.80.

Contract for Inspection Services, Skyview at Webb Phase 1 (Item B)

The construction of the Skyview at Webb Infrastructure is getting ready to begin. It is necessary to hire a firm to conduct Construction Inspection to ensure that the project is installed per design and in accordance with the City’s standard specifications and details. City Staff reached out to three firms (Baughman, Garver and PEC) requesting a quote for construction inspection services. Only two firms (Baughman and PEC) responded to the request. Both firms have a successful history of previous work in the City.

The costs associated with the project will be financed through a bond and spread as special assessments against the benefiting lots. Staff recommends that the City Council accept Baughman’s quote for Construction Services for Skyview at Webb, Phase 1.

Building Codes Updates (Item C)

Bel Aire has historically followed the Metropolitan Area Building and Construction Department’s (MABCD) planning and amendment cycles. However, Bel Aire has not continuously adopted the most current cycles and has fallen behind. On December 18, 2024, the city entered into a contract with Metropolitan Area Building and Construction Department (MABCD) to provide for commercial building plan review, permitting, inspection and back-up residential inspections. The agreement was a result of the city no longer having a commercial building inspector on staff. The City agreed to adopt and incorporate by reference the provisions of the Wichita-Sedgwick County Unified Building and Trade Code with amendments. This requires the City to update Articles of Chapter 17 of our Municipal Code. In addition, SB 418, an act related to new housing development suggests that municipalities use the 2018 edition of the International Residential Code.

The city published notification of a public hearing regarding updates to the building codes on May 13, 2026; the affidavit of publication is in the packet. Chapter 17 Building Code Updates were originally brought to the June 2, 2026, City Council meeting. The item was tabled at that time. The review made updates to titles, department information and language to make the article clear and current.

Staff is recommending approval of the following codes:

1. Article 3- Adoption of the International Residential Code for One- and Two-Family Dwellings, **2018 Edition**
2. Article 4- Adoption of the International Building Code, **2024 Edition**, as the Commercial Building Code
3. Article 5- Adoption of the National Electric Code, **2023 Edition**, including Informative Annex C (Conduit and Tubing Fill Tables, as published by the National Fire Protection Association as N.F.P>A. No. 70.
4. Article 6- Adoption of the Uniform Plumbing Code **2021 Edition**, with amendments as the Plumbing, Drain Layers and Gas Fitting Code
5. Article 7
 - a. Adoption of the International Mechanical Code, **2024 Edition**
 - b. Adoption of the International Fuel Gas Code, **2021 Edition**
6. Article 11- Wichita-Sedgwick County Unified Building and Trade Code, including its modifications to national and international building codes- **Effective Date January 1, 2019**

Chapter 17 Articles are being updated for the purpose of establishing standards for the safety, health, and public welfare, as set forth in the Wichita/Sedgwick County Unified Building and Trade Code, with amendments also adopted and incorporated by reference. All Articles will be phased in from the date of their adoption January 1, 2027, to allow for conclusion of projects being completed in conformance with the previously adopted standardized code. Staff recommends approval of the Chapter 17- Building Code updated Articles pending the outcome of City Council review and public hearing.

Resolution for Project Authorization, 45th Street Reconstruction (Item D)

The Design phase of the 45th St. reconstruction project from Oliver to Woodlawn is nearing completion. The next step in the project timeline includes right of way acquisition, utility relocations, construction engineering, and construction. Before the City can proceed with these portions of the project, a project authorization resolution is needed. The project authorization resolution formally authorizes the project and allows the City to be reimbursed for expenditures made related to the project before financing has been obtained. The current total estimated cost of the project is \$17,688,285. The City portion of the project includes 100% of all preliminary costs including design, utility relocation, right-of-way acquisition and 20% of all construction and construction engineering costs. The total City portion is estimated at \$6,000,000. The project authorization resolution authorizes the City to utilize general obligation bonds to finance the City portion of the project. Staff recommend that the City Council approve and adopt the project authorization resolution for the 45th St reconstruction project from Oliver to Woodlawn.

Contract for Land Acquisitions, 45th Street Reconstruction (Item E)

As the 45th Street Reconstruction project moves through the design process, Garver has identified 18 parcels of property that the City will need to either purchase right-of-way, acquire a temporary construction easement, or acquire a permanent drainage easement.

The process of obtaining temporary construction easements and permanent right-of-way is a very time intensive process. In a nutshell, the steps are as follows:

1. Preparation of individual parcel descriptions and exhibits that show exactly what land needs to be acquired.
2. Conduct an appraisal, which includes a valuation for each parcel of land so the City has a “fair market value” for each parcel needed.
3. Valuations approved by City Council.
4. Property owners contacted to start the negotiation process.
5. Transactional documents prepared and signed by both parties.

Since this project is federally funded, there are specific guidelines that must be followed during each step. Staff recommends contracting with a company who has performed similar acquisitions and is familiar with the KDOT process so we do not jeopardize the process or the federal funding.

The City is required to pay 100% of all land acquisition costs related to the 45th Street Reconstruction project. The City’s portion of this project will be paid for with temporary note proceeds. After three years, the temporary note will be refinanced with a GO Bond and the City will pay annual debt service payment over the next 20 years. Staff contacted three firms to provide quotes on land acquisition services and of which only three responded.

Executive Session

Staff are not aware of the need for an executive session at this time.

Discussion & Future Issues: None.