



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
June 02, 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: Mark Posson

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. PROCLAMATION

A. **National Flag Week - June 14-20, 2026**

VI. DETERMINE AGENDA ADDITIONS

VII. CONSENT AGENDA

A. **Approval of Minutes of the May 19, 2026 City Council meeting.**

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

Motion _____ Second _____ Vote _____

VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. **Consideration of Appropriations Ordinance No. 26-10 in the amount of \$653,400.63.**

Action: Motion to (approve / deny / table) Appropriations Ordinance No. 26-10.

Motion _____ Second _____ Vote _____

IX. CITY REQUESTED APPEARANCES: None.

X. CITIZEN CONCERNS: *If you wish to speak, please fill out a "Request to Speak" card at the podium and give it to the City Clerk before the meeting begins. When you are called on by the Mayor, please go to the podium, speak into the microphone, and state your name and address*

before giving your comments. Please limit your comments to 3 minutes in the interest of time. If more time is needed, you may request an extension from the Mayor.

XI. REPORTS

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

XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of A First Amendment to the 2026 Funding Agreement with The Bel Aire Chamber Of Commerce that was Approved by Council on November 18, 2025.

Action: Motion to (Approve / Deny / Table) First Amendment to the 2026 Funding Agreement with the Bel Aire Chamber of Commerce (As Presented / As Amended), and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

B. Consideration of an Ordinance Amending Chapter 17, Building Code Updates.

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 _____ Mayor Jim Benage _____

C. Consideration of Professional Engineering Consultants (PEC) Work Order No 26-20 for Woodlawn, 37th to 45th Regarding Construction Administration at \$162,500.00.

Action: Motion to (Approve / Deny / Table) the PEC Work Order No 26-20 for Woodlawn Construction Administration in an amount not to exceed \$162,500, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

D. Consideration of A Purchase Contract with JCI Industries, Inc., for Goods and Services (New Submersible Pump at \$78,265 or Pump Repair at \$68,500.)

Action: Motion to (Approve / Deny / Table) the Contract with JCI for a new submersible pump, in an amount not to exceed \$78,265.00, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

E. Consideration of a Fireworks Display Agreement with Waz Up Fireworks, Inc., for a Fireworks Display as part the City's annual National Night Out celebration at \$10,000.

Action: Motion to (Approve / Deny / Table) the Agreement with Waz Up Fireworks, in an amount not to exceed \$10,000, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

XIII. EXECUTIVE SESSION: None.

XIV. DISCUSSION AND FUTURE ISSUES

A. City Council Workshop - June 9, 2026 at 7:00 p.m.

XV. ADJOURNMENT

Action: Motion to adjourn.

Motion _____ Second _____ Vote _____

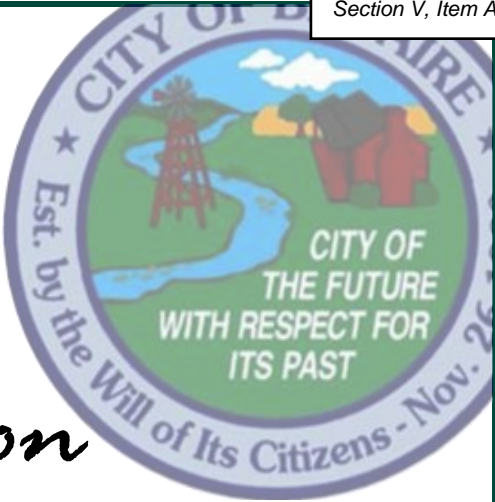
Additional Attachments:

A. Financial Report - April 2026

B. City Manager's Report - June 2, 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.belaires.gov and on YouTube. Please make sure all cell phones and other electronics are turned off and put away.



Proclamation

National Flag Week - June 14-20, 2026

TO THE CITIZENS OF BEL AIRE, KANSAS, GREETINGS:

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

WHEREAS, June 14, 2026 marks 249 years of displaying our American Flag; and

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

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

NOW, THEREFORE, I, Jim Benage, by the power vested in me as Mayor of the City of Bel Aire, and on behalf of the City Council and Citizens of Bel Aire, do hereby proclaim the week of June 14-20, 2026 as “*NATIONAL FLAG WEEK*” in the City of Bel Aire, Kansas and ask our citizens to reaffirm the ideals of our County by displaying our American Flag at their homes.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of Bel Aire, Kansas this 2nd day of June, 2026.

Jim Benage, Mayor





MINUTES
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
May 19, 2026 7:00 PM



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

II. ROLL CALL

Councilmembers Greg Davied, Tyler Dehn, Emily Hamburg, Brandon McIntosh, and Mike Proctor were present. No one was absent.

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

III. OPENING PRAYER: Gary Green provided the opening prayer.

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. PROCLAMATION

A. Memorial Day - May 25, 2026

Mayor Benage read and signed the proclamation.

VI. DETERMINE AGENDA ADDITIONS: There were no additions.

VII. CONSENT AGENDA

A. Approval of Minutes of the May 5, 2025 City Council meeting.

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

VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 26-09 in the amount of \$1,281,600.66.

MOTION: Councilmember Hamburg moved to approve Appropriations Ordinance No. 26-09. Councilmember McIntosh seconded the motion. *Motion carried 5-0.*

IX. CITY REQUESTED APPEARANCES

A. Luis Rodriguez, President, Bel Aire Area Chamber of Commerce

Mr. Rodriguez and founding Chamber member Gary O’Neal spoke about the Chamber’s history and the current projected shortfall in funds. The Chamber has an agreement with the City to help organize and run City events like Spring Fest and Fall Fest, in exchange for grant funding for the Chamber. In recent years the funding has been reduced from \$15,000 per year to \$12,000 per year. With increasing costs for events and reduced membership numbers, the Chamber is projecting a shortfall of \$7,500 in 2026. The Chamber is asking for help in funding the events.

Councilmembers asked questions of Mr. Rodriguez and Mr. O’Neal and discussed the topic. There was a general consensus that more information was needed. Mayor Benage requested that the matter be placed on the agenda for further discussion on June 2nd. No official action was taken.

-X. CITIZEN CONCERNS: No one spoke.

XI. REPORTS

A. Council Member Reports

Councilmember Dehn reported on the latest meeting of the K-254 Corridor Development Association, and an upcoming meeting regarding K-254 improvements. He noted a wrong-way driver incident recently occurred on K-254 and he encouraged drivers to always be aware of their surroundings.

Councilmember Proctor attended the recent Bel Aire Chamber of Commerce board meeting.

Councilmember McIntosh thanked the Public Works department for their continued effort in Aurora Park; he was recently approached by a citizen who gave a glowing review of the work done there.

B. Mayor's Report

Mayor Benage reported he attended the most recent meetings of the K-254 Corridor Development Association, the Bel Aire Chamber, and the Sedgwick County Association of Cities (SCAC) the Wichita Regional Economic Area Partnership (REAP) and the Wichita Area Metropolitan Planning Organization (WAMPO). He also represented Bel Aire at a recent reception for Boeing CEO Kelly Ortberg. He asked everyone to remember our veterans and those who died in military service on Memorial Day.

C. City Attorney Report

City Attorney Maria Schrock reported on a recent Department of Justice ruling on standards for website regarding the Americans with Disabilities Act (ADA).

D. City Manager Report

City Manager Ted Henry reported on upcoming events:

- o Cops & Bobber’s will be this Saturday at Central Park pond.
- o City Hall will be closed on Monday for Memorial Day.
- o On July 11th, a fireworks display will be held in conjunction with National Night Out.

XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of A 10-year Franchise Agreement with Waste Connections of Kansas, Inc., for Solid Waste and Recyclable Materials Services.

MOTION: Councilmember Dehn moved to approve a Franchise Agreement with Waste Connections for 10 years as presented and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 5-0.*

B. Consideration of a Resolution authorizing the City Manager and Mayor to jointly approve change orders up to \$150,000 for the 2026 Street Maintenance Project.

MOTION: Councilmember McIntosh moved to approve a Resolution authorizing the City Manager and Mayor to jointly approve change orders up to \$150,000 for the 2026 Street Maintenance Project and reporting the change orders to Council at the next regular meeting. Councilmember Proctor seconded the motion. *Motion carried 5-0.*

XIII. EXECUTIVE SESSION

A. MOTION: Councilmember McIntosh moved to recess into executive session to discuss with legal counsel and receive legal advice related to pending litigation. The discussion will be pursuant to K.S.A. 75- 4319(b)(2) for legal consultation with Neil Gosch, which would be deemed privileged in the attorney-client relationship. Invite Neil Gosch, Katherine Chlumsky, City Manager, and City Attorney. The meeting will be for a period of 45 minutes, and the open meeting will resume in City Council Chambers at 8:55 p.m. Councilmember Proctor seconded the motion. *Motion carried 5-0.*

The Council then recessed for Executive Session. At 8:56 p.m., Mayor Benage called the meeting back to order and stated that no binding action had been taken.

XIV. DISCUSSION AND FUTURE ISSUES

Councilmembers briefly discussed the Chamber’s earlier request for help with funding events. There was a general consensus that more discussion would need to be had with Chamber leaders. No official action was taken.

XV. ADJOURNMENT

MOTION: Councilmember Davied moved to adjourn. Councilmember Proctor 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

Payment Dates 5/13/2026 - 5/26/2026

Table with 6 columns: Vendor DBA, Description (Item), Post Date, Payment Date, Project Account Key, Amount. Includes sub-totals for Vendor DBA 3086, 2790, 0055, 0172, 3108, 2650, 0170, and 0383.

AP ORDINANCE

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 3103 -					
CONNOR CHRISTIANSEN	SIDEWALK PADS REMOVED & ...	05/13/2026	05/15/2026		3,000.00
Vendor DBA 3103 - CONNOR CHRISTIANSEN Total:					3,000.00
Vendor DBA: 2062 -					
CORE & MAIN LP	WATER METER SUPPLIES	05/20/2026	05/21/2026		32.08
Vendor DBA 2062 - CORE & MAIN LP Total:					32.08
Vendor DBA: 0685 -					
COUNTRYSIDE LAWN & TREE ...	IRRIGATION REPAIR	05/12/2026	05/15/2026		400.00
Vendor DBA 0685 - COUNTRYSIDE LAWN & TREE CARE Total:					400.00
Vendor DBA: 1798 -					
CRAFCO, INC	PARKING LOT	05/13/2026	05/15/2026		41.70
Vendor DBA 1798 - CRAFCO, INC Total:					41.70
Vendor DBA: 2599 -					
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	05/14/2026	05/15/2026		9.09
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	05/14/2026	05/15/2026		9.08
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	05/14/2026	05/15/2026		9.09
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	05/14/2026	05/15/2026		9.09
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PD	05/14/2026	05/15/2026		42.00
CULLIGAN OF WICHITA / WICH..	WATER SERVICE-CH	05/14/2026	05/15/2026		61.00
Vendor DBA 2599 - CULLIGAN OF WICHITA / WICHITA WATER CONDITIONING,INC Total:					139.35
Vendor DBA: 2367 -					
DOLLAR GENERAL #21238	RESTITUTION PAYMENT	05/20/2026	05/21/2026		10.00
Vendor DBA 2367 - DOLLAR GENERAL #21238 Total:					10.00
Vendor DBA: 1802 -					
EMPOWER RETIREMENT 457	457 CITY MANAGER	05/21/2026	05/21/2026		688.00
EMPOWER RETIREMENT 457	457 EMP VOLUNTARY	05/21/2026	05/21/2026		612.00
Vendor DBA 1802 - EMPOWER RETIREMENT 457 Total:					1,300.00
Vendor DBA: 0046 -					
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	05/15/2026	05/15/2026		8,390.08
Vendor DBA 0046 - EVERGY KANSAS CENTRAL INC Total:					8,390.08
Vendor DBA: 2654 -					
EXPERT AUTO CENTER	PW-MAINTENANCE/REPAIR	05/14/2026	05/15/2026		376.22
EXPERT AUTO CENTER	PD-MAINTENANCE/REPAIR	05/21/2026	05/21/2026		1,729.02
EXPERT AUTO CENTER	PD-MAINTENANCE/REPAIR	05/21/2026	05/21/2026		77.77
Vendor DBA 2654 - EXPERT AUTO CENTER Total:					2,183.01
Vendor DBA: 2686 -					
FELIX'S LANDSCAPING-IRRIGAT..	IRRIGATION REPAIR	05/13/2026	05/15/2026		1,008.00
Vendor DBA 2686 - FELIX'S LANDSCAPING-IRRIGATION Total:					1,008.00
Vendor DBA: 0010 -					
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	05/21/2026	05/21/2026		13,109.48
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	05/21/2026	05/21/2026		306.48
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	05/21/2026	05/21/2026		1,822.46
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	05/21/2026	05/21/2026		1,051.78
FICA/FEDERAL W/H	FEDERAL W/H TAXES	05/21/2026	05/21/2026		7,253.24
FICA/FEDERAL W/H	FEDERAL W/H TAXES	05/21/2026	05/21/2026		149.53
FICA/FEDERAL W/H	FEDERAL W/H TAXES	05/21/2026	05/21/2026		1,071.05
FICA/FEDERAL W/H	FEDERAL W/H TAXES	05/21/2026	05/21/2026		626.56
FICA/FEDERAL W/H	MEDICARE/FICA	05/21/2026	05/21/2026		3,065.98
FICA/FEDERAL W/H	MEDICARE/FICA	05/21/2026	05/21/2026		71.68
FICA/FEDERAL W/H	MEDICARE/FICA	05/21/2026	05/21/2026		426.22
FICA/FEDERAL W/H	MEDICARE/FICA	05/21/2026	05/21/2026		245.98
Vendor DBA 0010 - FICA/FEDERAL W/H Total:					29,200.44
Vendor DBA: 2081 -					
GARVER	45TH OLIVER-WOODLAWN DI...	05/14/2026	05/15/2026	021-8832	19,947.19
Vendor DBA 2081 - GARVER Total:					19,947.19

AP ORDINANCE

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
INFOSEND INC	UTILITY LATE NOTICES	05/20/2026	05/21/2026		179.42
INFOSEND INC	UTILITY BILLS	05/20/2026	05/21/2026		766.07
INFOSEND INC	UTILITY INSERT	05/20/2026	05/21/2026		67.23
INFOSEND INC	UTILITY BILLS	05/20/2026	05/21/2026		766.06
INFOSEND INC	UTILITY LATE NOTICES	05/20/2026	05/21/2026		179.41

Vendor DBA 2715 - INFOSEND INC Total: 4,941.70

Vendor DBA: 2786 -

JAY C HINKEL, ATTORNEY AT L...	LEGAL SERVICES	05/12/2026	05/15/2026		1,201.20
JAY C HINKEL, ATTORNEY AT L...	LEGAL SERVICES	05/12/2026	05/15/2026		1,600.50

Vendor DBA 2786 - JAY C HINKEL, ATTORNEY AT LAW Total: 2,801.70

Vendor DBA: 2290 -

JEFFREY HARDWICK	YOUTH SPORTS OFFICIAL	05/13/2026	05/15/2026		50.00
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Vendor DBA 2290 - JEFFREY HARDWICK Total: 50.00

Vendor DBA: 0196 -

K P E R S	KP&F	05/21/2026	05/21/2026		11,811.14
K P E R S	KPERS 1	05/21/2026	05/21/2026		848.31
K P E R S	KPERS 1	05/21/2026	05/21/2026		439.49
K P E R S	KPERS 1	05/21/2026	05/21/2026		776.19
K P E R S	KPERS 1	05/21/2026	05/21/2026		438.61
K P E R S	KPERS 2	05/21/2026	05/21/2026		2,044.68
K P E R S	KPERS 2	05/21/2026	05/21/2026		326.25
K P E R S	KPERS 3	05/21/2026	05/21/2026		7,639.18
K P E R S	KPERS 3	05/21/2026	05/21/2026		1,389.40
K P E R S	KPERS 3	05/21/2026	05/21/2026		1,061.30

Vendor DBA 0196 - K P E R S Total: 26,774.55

Vendor DBA: 0197 -

KANSAS DEPT OF REVENUE	KS STATE W/H	05/21/2026	05/21/2026		4,832.77
KANSAS DEPT OF REVENUE	KS STATE W/H	05/21/2026	05/21/2026		93.85
KANSAS DEPT OF REVENUE	KS STATE W/H	05/21/2026	05/21/2026		712.69
KANSAS DEPT OF REVENUE	KS STATE W/H	05/21/2026	05/21/2026		372.85

Vendor DBA 0197 - KANSAS DEPT OF REVENUE Total: 6,012.16

Vendor DBA: 0287 -

KANSAS GAS SERVICE	MAINT PW UTILITIES	05/20/2026	05/21/2026		45.32
KANSAS GAS SERVICE	MAINT PW UTILITIES	05/20/2026	05/21/2026		45.33
KANSAS GAS SERVICE	MAINT PW UTILITIES	05/20/2026	05/21/2026		45.33
KANSAS GAS SERVICE	MAINT PW UTILITIES	05/20/2026	05/21/2026		45.33

Vendor DBA 0287 - KANSAS GAS SERVICE Total: 181.31

Vendor DBA: 0274 -

KANSAS GOLF & TURF, INC	MOW EQUIP REPAIR/MAINTEN...	05/12/2026	05/15/2026		77.76
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Vendor DBA 0274 - KANSAS GOLF & TURF, INC Total: 77.76

Vendor DBA: 0075 -

KANSAS ONE-CALL SYSTEM, I...	LOCATE FEES: *351FOR 04/26	05/14/2026	05/15/2026		233.41
KANSAS ONE-CALL SYSTEM, I...	LOCATE FEES: *351FOR 04/26	05/14/2026	05/15/2026		233.42

Vendor DBA 0075 - KANSAS ONE-CALL SYSTEM, INC. Total: 466.83

Vendor DBA: 0074 -

KANSAS STATE TREASURER-C...	COURT FEES	05/20/2026	05/21/2026		72.60
KANSAS STATE TREASURER-C...	COURT FEES	05/20/2026	05/21/2026		504.85
KANSAS STATE TREASURER-C...	COURT FEES	05/20/2026	05/21/2026		158.46
KANSAS STATE TREASURER-C...	COURT FEES	05/20/2026	05/21/2026		46.30
KANSAS STATE TREASURER-C...	COURT FEES	05/20/2026	05/21/2026		1,041.58

Vendor DBA 0074 - KANSAS STATE TREASURER-COURT Total: 1,823.79

Vendor DBA: 0884 -

KANSASLAND TIRE/ MCWHOR...	VEH/EQUIP REPAIRS & MAINT	04/29/2026	05/15/2026		6.25
KANSASLAND TIRE/ MCWHOR...	VEH/EQUIP REPAIRS & MAINT	04/29/2026	05/15/2026		6.25
KANSASLAND TIRE/ MCWHOR...	VEH/EQUIP REPAIRS & MAINT	04/29/2026	05/15/2026		6.25
KANSASLAND TIRE/ MCWHOR...	VEH/EQUIP REPAIRS & MAINT	04/29/2026	05/15/2026		6.25

Vendor DBA 0884 - KANSASLAND TIRE/ MCWHORTER'S TIRE & SERVICE Total: 25.00

AP ORDINANCE

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 2547 - KIMBERLY LOPEZ	MILEAGE-TRAINING/KSD	05/21/2026	05/21/2026		246.50
Vendor DBA 2547 - KIMBERLY LOPEZ Total:					246.50
Vendor DBA: 1376 - KURT KONDA	YOUTH SPORTS OFFICIAL	05/13/2026	05/15/2026		30.00
Vendor DBA 1376 - KURT KONDA Total:					30.00
Vendor DBA: 2687 - LEASE FINANCE PARTNERS	36822QT: 04/26:PD COPIER	05/13/2026	05/15/2026		143.17
Vendor DBA 2687 - LEASE FINANCE PARTNERS Total:					143.17
Vendor DBA: 0264 - MARTY A HESS	YOGA INSTRUCTOR	05/13/2026	05/15/2026		135.00
Vendor DBA 0264 - MARTY A HESS Total:					135.00
Vendor DBA: 0445 - MKEC ENGINEERING, INC	PROFESSIONAL SERVICES REN...	05/13/2026	05/15/2026	030-8830	2,904.00
MKEC ENGINEERING, INC	PROFESSIONAL SERVICES REN...	05/13/2026	05/15/2026	030-8831	3,303.90
MKEC ENGINEERING, INC	PROFESSIONAL SERVICES REN...	05/13/2026	05/15/2026	030-8832	5,926.80
MKEC ENGINEERING, INC	PROFESSIONAL SERVICES REN...	05/13/2026	05/15/2026	030-8833	6,931.60
Vendor DBA 0445 - MKEC ENGINEERING, INC Total:					19,066.30
Vendor DBA: 2709 - MODIFIED LOGIC INC	PROFESSIONAL SERV HRS-LAS...	05/14/2026	05/15/2026		1,680.00
Vendor DBA 2709 - MODIFIED LOGIC INC Total:					1,680.00
Vendor DBA: 2690 - MOUNTAINLAND SUPPLIES-T...	DRAINAGE SYSTEM SUPPLIES	05/21/2026	05/21/2026		63.13
Vendor DBA 2690 - MOUNTAINLAND SUPPLIES-THE TAP Total:					63.13
Vendor DBA: 0460 - NATIONAL SIGN COMPANY, L...	SIGNS, MATERIALS/SUPPLIES	05/14/2026	05/15/2026		555.96
NATIONAL SIGN COMPANY, L...	SIGNS, MATERIALS & SUPPLIES	05/14/2026	05/15/2026		3,932.71
Vendor DBA 0460 - NATIONAL SIGN COMPANY, LLC/BARCO MUNICIPAL PROD. Total:					4,488.67
Vendor DBA: 2296 - NICHALAS HARDWICK	YOUTH SPORTS OFFICIAL	05/13/2026	05/15/2026		60.00
Vendor DBA 2296 - NICHALAS HARDWICK Total:					60.00
Vendor DBA: 0226 - NOWAK CONSTRUCTION CO I...	CHAPEL LANDING 7TH ADD I...	05/21/2026	05/21/2026	024-8881	106,882.65
NOWAK CONSTRUCTION CO I...	CHAPEL LANDING 7TH ADD I...	05/21/2026	05/21/2026	024-8883	81,580.50
Vendor DBA 0226 - NOWAK CONSTRUCTION CO INC. Total:					188,463.15
Vendor DBA: 1345 - OREILLY AUTO PARTS	VEH/EQUIP SUPPLIES/PARTS	05/11/2026	05/15/2026		29.98
OREILLY AUTO PARTS	MINOR EQUIP:TOOLS, ELECT	05/20/2026	05/21/2026		59.98
Vendor DBA 1345 - OREILLY AUTO PARTS Total:					89.96
Vendor DBA: 2369 - PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	05/15/2026	05/15/2026		529.71
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	05/15/2026	05/15/2026		2.02
Vendor DBA 2369 - PAYLOCITY CORPORATION Total:					531.73
Vendor DBA: 2524 - PEARSON CONSTRUCTION LLC	BEL AIRE LAKES ADD PAVING ...	05/14/2026	05/15/2026	005-8882	29,277.00
PEARSON CONSTRUCTION LLC	BEL AIRE LAKES ADD PAVING ...	05/14/2026	05/15/2026	005-8882	13,095.00
Vendor DBA 2524 - PEARSON CONSTRUCTION LLC Total:					42,372.00
Vendor DBA: 2324 - PROFESSIONAL ENGINEERING...	BEL AIRE-LYCEE ADD PLAN REV..	05/14/2026	05/15/2026		1,645.00
PROFESSIONAL ENGINEERING...	BEL AIRE SUNFLOWER 4TH PH...	05/14/2026	05/15/2026		5,328.00
PROFESSIONAL ENGINEERING...	BEL AIRE-2026 ST MAINTENA...	05/21/2026	05/21/2026	031-8014	2,705.00
PROFESSIONAL ENGINEERING...	BEL AIRE LAKES ADDITION PH...	05/21/2026	05/21/2026	005-8862	3,720.74
PROFESSIONAL ENGINEERING...	BEL AIRE LAKES ADDITION PH...	05/21/2026	05/21/2026	005-8863	3,720.74
PROFESSIONAL ENGINEERING...	BEL AIRE 45TH STREET NORTH...	05/20/2026	05/21/2026	021-8832	5,135.00
Vendor DBA 2324 - PROFESSIONAL ENGINEERING CONSU Total:					22,254.48

AP ORDINANCE

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 0105 -					
PUBLIC WORKS & UTILITIES-CI...	3,474,750 GAL: 04/03/26-05/...	05/21/2026	05/21/2026		20,561.49
Vendor DBA 0105 - PUBLIC WORKS & UTILITIES-CITY OF WICHITA Total:					20,561.49
Vendor DBA: 2728 -					
QUALITY INSPECTION SERVICES	ANNUAL SAFETY INSPECTION	05/21/2026	05/21/2026		298.00
Vendor DBA 2728 - QUALITY INSPECTION SERVICES Total:					298.00
Vendor DBA: 3006 -					
RESCARE	RESTITUTION PAYMENT	05/20/2026	05/21/2026		21.56
Vendor DBA 3006 - RESCARE Total:					21.56
Vendor DBA: 0216 -					
SEDGWICK COUNTY DIV OF FI...	04/26 PRISONER HOUSING FE...	05/20/2026	05/21/2026		1,396.68
Vendor DBA 0216 - SEDGWICK COUNTY DIV OF FINANCE Total:					1,396.68
Vendor DBA: 0392 - SIGNS NOW #124					
SIGNS NOW #124	PLAYGROUND SIGNS	05/21/2026	05/21/2026		62.19
Vendor DBA 0392 - SIGNS NOW #124 Total:					62.19
Vendor DBA: 0911 - SIMPLE CLEAN					
SIMPLE CLEAN	05/26 JANITORIAL SVC: CH	05/14/2026	05/15/2026		1,832.50
SIMPLE CLEAN	05/26 JANITORIAL SVC: REC	05/14/2026	05/15/2026		682.50
SIMPLE CLEAN	05/26 JANITORIAL SVC: PW	05/14/2026	05/15/2026		135.25
SIMPLE CLEAN	05/26 JANITORIAL SVC: PW	05/14/2026	05/15/2026		135.25
SIMPLE CLEAN	05/26 JANITORIAL SVC: PW	05/14/2026	05/15/2026		135.25
SIMPLE CLEAN	05/26 JANITORIAL SVC: PW	05/14/2026	05/15/2026		135.25
Vendor DBA 0911 - SIMPLE CLEAN Total:					3,056.00
Vendor DBA: 0707 - SITEONE LANDSCAPE SUPPLY					
SITEONE LANDSCAPE SUPPLY	FERTILIZER/LAWN CARE	05/21/2026	05/21/2026		772.08
Vendor DBA 0707 - SITEONE LANDSCAPE SUPPLY Total:					772.08
Vendor DBA: 0140 -					
SPECTRUM PROMOTIONAL P...	REC SPORTS SHIRTS/UNIFOR...	05/12/2026	05/15/2026		215.58
Vendor DBA 0140 - SPECTRUM PROMOTIONAL PRODUCTS Total:					215.58
Vendor DBA: 1953 -					
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	05/21/2026	05/21/2026		65.83
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	05/21/2026	05/21/2026		122.90
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	05/21/2026	05/21/2026		122.89
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	05/20/2026	05/21/2026		184.89
Vendor DBA 1953 - SUMNERONE - SUMNER GROUP INC Total:					496.51
Vendor DBA: 0369 -					
TERESA WADE	TKW INSTRUCTOR	05/13/2026	05/15/2026		180.00
Vendor DBA 0369 - TERESA WADE Total:					180.00
Vendor DBA: 0479 -					
TREE TOP NURSERY & LANDS...	TREE PURCHASE	05/11/2026	05/15/2026		1,619.95
Vendor DBA 0479 - TREE TOP NURSERY & LANDSCAPE Total:					1,619.95
Vendor DBA: 0903 -					
TRIPLETT, WOOLF, GARRETSO...	LEGAL SERVICES	05/13/2026	05/15/2026		23,735.00
TRIPLETT, WOOLF, GARRETSO...	LEGAL SERVICES	05/13/2026	05/15/2026		1,348.00
Vendor DBA 0903 - TRIPLETT, WOOLF, GARRETSON, LLC/TWG Total:					25,083.00
Vendor DBA: 1363 -					
UNITED INDUSTRIES INC	POOL FILTER	05/20/2026	05/21/2026		13,802.00
UNITED INDUSTRIES INC	POOL CHEMICALS	05/20/2026	05/21/2026		235.00
Vendor DBA 1363 - UNITED INDUSTRIES INC Total:					14,037.00
Vendor DBA: 2286 -					
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	05/12/2026	05/15/2026		6,500.00
Vendor DBA 2286 - UTILITY MAINTENANCE CONTRACTOR Total:					6,500.00
Vendor DBA: 1899 -					
VISION ALLIANCE MARKETING...	COURT SERVICES OFFICER	05/20/2026	05/21/2026		400.00
Vendor DBA 1899 - VISION ALLIANCE MARKETING,LLC-SCKACS Total:					400.00

AP ORDINANCE

Section VIII, Item A. 26

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 1205 -					
WASTE CONNECTIONS OF KA...	04/26 RECYCLE/TRASH SVC-UB	05/12/2026	05/15/2026		39,118.58
WASTE CONNECTIONS OF KA...	04/26 RECYCLE/TRASH SVC-UB	05/12/2026	05/15/2026		14,176.47
			Vendor DBA 1205 - WASTE CONNECTIONS OF KANSAS Total:		53,295.05
				Grand Total:	556,458.48

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	141,773.29
200 - Special Street & Highway	19,191.01
320 - Capital Projects Fund 2	257,342.93
355 - Capital Improvement Reserve	29,782.19
520 - Water Utility	40,875.23
530 - Sewer Utility	14,135.65
540 - Solid Waste Utility	53,295.05
550 - Stormwater Utility	63.13
Grand Total:	556,458.48

Account Summary

Account Number	Account Name	Payment Amount
100-000-000-2014	FEDERAL TAX PAYABLE	7,253.24
100-000-000-2016	SOCIAL SECURITY PAYAB...	13,109.48
100-000-000-2018	MEDICARE PAYABLE	3,065.98
100-000-000-2020	STATE TAX PAYABLE	4,832.77
100-000-000-2022	KPERS 1 PAYABLE	848.31
100-000-000-2024	KPERS 2 PAYABLE	2,044.68
100-000-000-2026	KPERS 3 PAYABLE	7,639.18
100-000-000-2028	KP&F PAYABLE	11,811.14
100-000-000-2034	457 DEFERRED COMP P...	1,300.00
100-000-000-2062	FSA HEALTH PAYABLE	529.71
100-000-000-2076	COURT REINST FIXED FEE...	72.60
100-000-000-2078	COURT REINST FEE PAY...	504.85
100-000-000-2080	COURT JUDICIAL DOCKET..	158.46
100-000-000-2082	COURT JUDICIAL EDUCAT..	46.30
100-000-000-2084	COURT KLETC FEE PAYAB...	1,041.58
100-000-000-2090	COURT RESTITUTION PA...	31.56
100-100-110-6028	PUBLICATIONS/PRINTING	56.02
100-100-110-7014	IT - MANAGED SERVICES	413.25
100-100-110-7016	SOFTWARE/HARDWARE...	1,680.00
100-100-110-7024	CONTRACTUAL SERVICES	400.00
100-100-110-7804	LEGAL SERVICES	25,083.00
100-100-130-7014	IT - MANAGED SERVICES	207.18
100-100-130-7030	ENGINEERING SERVICES	6,973.00
100-100-140-6028	PUBLICATIONS/PRINTING	97.92
100-100-140-7014	IT - MANAGED SERVICES	620.42
100-100-150-6028	PUBLICATIONS/PRINTING	67.23
100-100-150-7014	IT - MANAGED SERVICES	620.42
100-100-160-6028	PUBLICATIONS/PRINTING	500.00
100-100-160-7014	IT - MANAGED SERVICES	413.25
100-100-170-7014	IT - MANAGED SERVICES	413.25
100-100-170-7804	LEGAL SERVICES	2,801.70
100-120-240-7014	IT - MANAGED SERVICES	310.21
100-120-240-7064	INMATE HOUSING FEES	1,396.68
100-120-240-7804	LEGAL SERVICES	400.00
100-120-250-6028	PUBLICATIONS/PRINTING	67.07
100-120-250-6048	HOTEL & TRAVEL	246.50
100-120-250-7014	IT - MANAGED SERVICES	3,310.38
100-120-250-7024	CONTRACTUAL SERVICES	185.17
100-120-250-7604	VEH & EQUIP: REPAIR/...	1,806.79
100-130-330-6004	CHEMICALS	235.00
100-130-330-6046	TRAINING/CONFERENCES	75.00
100-130-330-6054	MINOR EQUIP: TOOLS,E...	59.98
100-130-330-7024	CONTRACTUAL SERVICES	320.76
100-130-330-7046	COMMUNICATION SERV...	32.10
100-130-330-8010	PUBLIC GROUNDS IMPR...	13,802.00

Account Summary

Account Number	Account Name	Payment Amount
100-130-340-6046	TRAINING/CONFERENCES	75.00
100-130-350-6006	IRRIGATION MAINT/REP...	1,008.00
100-130-350-6038	MERCHANDISE TSF OR D...	27.89
100-130-350-6046	TRAINING/CONFERENCES	75.00
100-130-350-6100	CONSTRUCTION MATER...	41.70
100-130-350-6104	SIGNS, MATERIAL/SUPPL...	62.19
100-130-350-6400	RECREATIONAL EQUIP/S...	215.58
100-130-350-7014	IT - MANAGED SERVICES	930.63
100-130-350-7024	CONTRACTUAL SERVICES	643.38
100-130-350-7036	INSTRUCTORS	455.00
100-130-350-7038	JANITORIAL SERVICES	682.50
100-130-350-7046	COMMUNICATION SERV...	118.12
100-130-360-6046	TRAINING/CONFERENCES	75.00
100-130-360-7014	IT - MANAGED SERVICES	207.18
100-150-510-6000	AGRICULT/HORTICULT S...	772.08
100-150-510-6002	TREES	1,619.95
100-150-510-6604	VEHICLE/EQUIP SUPPLIE...	107.74
100-150-510-7014	IT - MANAGED SERVICES	207.18
100-150-510-7024	CONTRACTUAL SERVICES	8,418.69
100-150-510-7038	JANITORIAL SERVICES	135.25
100-150-510-7046	COMMUNICATION SERV...	167.16
100-150-510-7048	UTILITIES	45.32
100-150-510-7604	VEH & EQUIP: REPAIR/...	6.25
100-160-610-6028	PUBLICATIONS/PRINTING	2,725.96
100-160-610-7014	IT - MANAGED SERVICES	1,033.67
100-190-910-7024	CONTRACTUAL SVCS	2,193.43
100-190-910-7038	JANITORIAL SVCS	1,832.50
100-190-910-7046	COMMUNICATION SERV...	1,006.82
200-000-000-2014	FEDERAL TAX PAYABLE	149.53
200-000-000-2016	SOCIAL SECURITY PAYAB...	306.48
200-000-000-2018	MEDICARE PAYABLE	71.68
200-000-000-2020	STATE TAX PAYABLE	93.85
200-000-000-2022	KPERS 1 PAYABLE	439.49
200-210-200-6028	PUBLICATIONS/PRINTING	67.23
200-210-200-6104	SIGNS, MATERIAL/SUPPL...	4,488.67
200-210-200-7014	IT - MANAGED SERVICES	207.18
200-210-200-7024	CONTRACTUAL SERVICES	1,917.83
200-210-200-7038	JANITORIAL SERVICES	135.25
200-210-200-7040	STREET LIGHTING	8,390.08
200-210-200-7046	COMMUNICATION SERV...	167.16
200-210-200-7048	UTILITIES	45.33
200-210-200-7604	VEH & EQUIP: REPAIR/...	6.25
200-210-200-8014	STREET IMPROVEMENTS	2,705.00
320-320-320-8830	DESIGN - WATER	2,904.00
320-320-320-8831	DESIGN - SEWER	3,303.90
320-320-320-8832	DESIGN - PAVING	5,926.80
320-320-320-8833	DESIGN - DRAINAGE	6,931.60
320-320-320-8862	INSPECTION - PAVING	3,720.74
320-320-320-8863	INSPECTION - DRAINAGE	3,720.74
320-320-320-8881	CONSTRUCTION - SEWER	106,882.65
320-320-320-8882	CONSTRUCTION - PAVING	42,372.00
320-320-320-8883	CONSTRUCTION - DRAIN...	81,580.50
355-355-355-8014	STREET IMPROVEMENTS	25,082.19
355-355-355-8024	SIDEWALK PROJECTS	4,700.00
520-000-000-2014	FEDERAL TAX PAYABLE	1,071.05
520-000-000-2016	SOCIAL SECURITY PAYAB...	1,822.46
520-000-000-2018	MEDICARE PAYABLE	426.22
520-000-000-2020	STATE TAX PAYABLE	712.69

Account Summary

Account Number	Account Name	Payment Amount
520-000-000-2022	KPERS 1 PAYABLE	776.19
520-000-000-2024	KPERS 2 PAYABLE	326.25
520-000-000-2026	KPERS 3 PAYABLE	1,389.40
520-210-520-6028	PUBLICATIONS/PRINTING	1,012.72
520-210-520-6802	WATER SYSTEM MAINT/...	32.08
520-210-520-7014	IT - MANAGED SERVICES	1,033.67
520-210-520-7024	CONTRACTUAL SERVICES	7,557.03
520-210-520-7038	JANITORIAL SERVICES	135.25
520-210-520-7046	COMMUNICATION SERV...	167.15
520-210-520-7048	UTILITIES	45.33
520-210-520-7058	WATER PURCHASED	21,361.49
520-210-520-7060	WATER TREATMENT OP...	3,000.00
520-210-520-7604	VEH & EQUIP: REPAIR/...	6.25
530-000-000-2014	FEDERAL TAX PAYABLE	626.56
530-000-000-2016	SOCIAL SECURITY PAYAB...	1,051.78
530-000-000-2018	MEDICARE PAYABLE	245.98
530-000-000-2020	STATE TAX PAYABLE	372.85
530-000-000-2022	KPERS 1 PAYABLE	438.61
530-000-000-2026	KPERS 3 PAYABLE	1,061.30
530-000-000-2062	FSA HEALTH PAYABLE	2.02
530-210-530-6028	PUBLICATIONS	945.47
530-210-530-6806	LIFT STATION OPERATIO...	1,256.19
530-210-530-7014	IT - MANAGED SERVICES	1,033.67
530-210-530-7024	CONTRACTUAL SERVICES	1,215.02
530-210-530-7038	JANITORIAL SERVICES	135.25
530-210-530-7046	COMMUNICATION SERV...	167.15
530-210-530-7048	UTILITIES	45.33
530-210-530-7052	SEWER TREATMENT OP...	2,820.00
530-210-530-7604	VEH & EQUIP: REPAIR/...	382.47
530-210-530-7800	ENGINEERING SERVICES	2,336.00
540-540-540-7042	SOLID WASTE SERVICES ...	39,118.58
540-540-540-7044	RECYCLING SERVICES	14,176.47
550-550-550-8018	DRAINAGE SYSTEM IMP...	63.13
	Grand Total:	556,458.48

Project Account Summary

Project Account Key	Payment Amount
None	271,328.36
005-8862	3,720.74
005-8863	3,720.74
005-8882	42,372.00
021-8832	25,082.19
024-8881	106,882.65
024-8883	81,580.50
030-8830	2,904.00
030-8831	3,303.90
030-8832	5,926.80
030-8833	6,931.60
031-8014	2,705.00
	Grand Total: 556,458.48



City of Bel Aire, KS

Section VIII, Item A.

Payroll Check Register Report Summary

Pay Period: 5/2/2026-5/15/2026

Packet: PYPKT00301 - PY 5.2.26-5.15.26: PAID 5.21.26
Payroll Set: Payroll Set 01 - 01

Type	Count	Amount
Regular Checks	3	466.80
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	85	96,475.35
Total	88	96,942.15

Approved 05/27/2026

AP ORD 26-10 total Expenses: \$653,400.63

Special Assessment Project Costs: \$257,342.93

Barry Smith



DATE: May 27, 2026
TO: Ted Henry, City Manger
FROM: Bel Aire City Council
SUBJECT: Amendment to the 2026 Funding Agreement with the Bel Aire Chamber

Summary

The Bel Aire Area Chamber of Commerce has informed the City that it is unable to meet certain obligations under the current Funding Agreement. The proposed First Amendment modifies the agreement by relieving the Chamber of specific event-related requirements while encouraging continued volunteer support and organizational improvement efforts.

The amendment outlines expectations for the Chamber to pursue membership growth, explore partnership opportunities with neighboring chambers, review and update its mission statement, and report back to the City Council in late 2026 regarding its progress and future plans.

FUNDING AGREEMENT
by and between
CITY OF BEL AIRE, KANSAS
and
BEL AIRE AREA CHAMBER OF COMMERCE, INC.

This Agreement is made and entered into this 18th day of November, 2025, by and between the City of Bel Aire, Kansas (hereinafter “City”) and The Bel Aire Area Chamber of Commerce, Inc., a not-for-profit corporation duly organized under the laws of the State of Kansas (hereinafter “Chamber”).

WHEREAS, Chamber has submitted a request to City for funding services which will benefit residents, businesses seeking education, promote local business community, encourage business development and business relationships in Bel Aire; and.

WHEREAS, it is in the best interests of the City, the Chamber, and the general public that a new funding agreement which supersedes all other funding agreements be entered into between the parties; and

WHEREAS, in consideration for Chamber’s continued operation, the parties have agreed on certain levels of City funding to Chamber.

NOW THEREFORE, in consideration of the promises and mutual agreements hereinafter contained, City and Chamber hereby agree as follows:

1. Purpose. The sole purpose of this Agreement is to define the organizational and financial relationship between City and Chamber as it relates to funding of Chamber operations by the City.
2. Term. The term of this Agreement is for one (1) year commencing January 1, 2026 and ending December 31, 2026.
3. Organization
 - A. Each year, the City of Bel Aire shall appoint a representative to serve on the Chamber Board for the duration of the grant.
 - B. The Chamber shall hire an Executive Director and shall be solely responsible for supervising, evaluating, directing, and performing all other employment-related duties for that position.
 - C. The Chamber shall pay all salary, benefits, and related expenses for the Executive Director.
 - D. The Chamber Board, or the Director, shall prepare a quarterly report for the City summarizing marketing efforts, providing a current membership list, submitting a year-to-date budget report, and outlining all other activities for the reporting period.

- E. The Chamber shall create and maintain its own communication platforms. The Chamber Director shall manage all related content. The City will provide links on its website and may assist by sharing posts on social media.
- F. The Chamber Board or Director, shall assist the Bel Aire Recreation Department with three (3) community events as outlined below.
 - i. The three (3) community events shall be the Spring Easter Egg Hunt, Fall Festival, and Christmas Event.
 - ii. The Chamber will provide at least four (4) volunteers for each event.
 - iii. The Chamber will raise funds to cover expenses for each event, with each event's budget to be mutually agreed upon by the Bel Aire Recreation Department and Chamber.
 - iv. The Chamber may plan other events for fundraising but will receive no assistance from the Bel Aire Recreation Department.

4. City Funding

- A. In exchange for Chamber's performance of programs and services, City agrees to provide the following funding to Chamber in 2026: **TWELVE THOUSAND DOLLARS AND NO CENTS (\$12,000.00)**.
- B. Funding shall be distributed in one (1) payment in the first quarter of 2025. Such payment is contingent upon City's receipt of an invoice.
- C. The City will reevaluate this funding for the 2027 budget and determine whether to continue funding.
- D. The City will remain responsible for paying its annual Chamber membership fee.
- E. In the event the Chamber voluntarily or involuntarily dissolves, ceases operations, merges with another entity, or otherwise becomes unable to fulfill the purposes of this Agreement, all unexpended municipal funds, and any municipal funds or assets purchased in whole or in part with municipal funds, shall immediately revert to the City. The Chamber shall provide the City with a final accounting of all municipal funds within thirty (30) days of dissolution or cessation of operations. The City reserves the right to recover any such funds or property through appropriate legal means if not returned voluntarily.

General Terms and Conditions

- 5. **Contractual Relationship.** The legal relationship between Chamber and City is of a contractual nature. The parties assert and believe that Chamber is acting as an independent contractor in providing the services and programs required by City hereunder. Chamber is at all times acting as an independent contractor and not as an officer, agent, or employee of City. As an independent contractor, Chamber, or employees of Chamber, will not be within the protection or coverage of City's worker's compensation insurance, nor shall Chamber, or employees of Chamber, be entitled to any current or future benefits provided to employees of City. Further, City shall not be responsible for the withholding of social

security, federal, and/or state income tax, or unemployment compensation from payments made by City to Chamber.

6. Authority to Contract. Chamber assures it possesses legal authority to contract under this Agreement; that resolution, motion or similar action has been duly adopted or passed as an official act of Chamber's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Chamber to act in connection with the application and to provide such additional information as may be required.
7. Termination.
 - A. For Cause. In the event of any breach of the terms or conditions of this Agreement by Chamber, or in the event of any proceedings by or against Chamber in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, City may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Chamber on account thereof, by written notice, terminate immediately all or any part of this Agreement and Chamber shall be liable to pay to City any excess cost or other damages caused by Chamber as a result thereof.
 - B. For Convenience. City shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of such termination notice, Chamber shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, City shall allow full credit to Chamber for the grant share of the non-cancelable obligations properly incurred by Chamber prior to termination.
 - C. Due to Reduction in Funds. It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days written notice.
8. Complete Agreement. This Agreement 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 Agreement 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.
9. Assignment. Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.
10. Amendments. Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.


11. Severability Clause. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.
12. Nondiscrimination and Workplace Safety. Chamber agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement.
13. Retention of Records. Unless otherwise specified in this Agreement, Chamber agrees to preserve and make available to City at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.
 - A. Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.
14. Inspection/Audit of Facilities and Records of Chamber. City shall have the right of inspection of Chamber's facilities and records at any time during Chamber's regular business hours, and at any other time provided that City gives Chamber twenty-four (24) hours' notice of its intent to inspect. This right of inspection shall include the right to monitor and inspect Chamber's programs as well as the right to inspect all books containing any type of participant data or financial documentation relating to funding provided by City.

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APPROVED by the Governing Body of the City of Bel Aire, Kansas, on the 18th day of November, 2025.

SIGNED by the Mayor on the 19th day of November, 2025.

CITY OF BEL AIRE, KANSAS

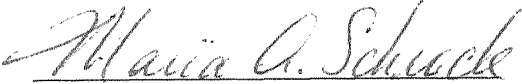

Jim Benage, Mayor



ATTEST:

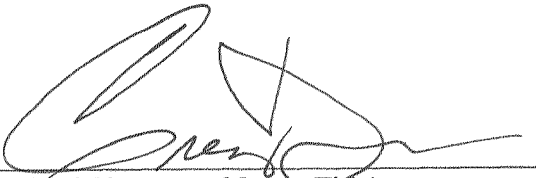

Melissa Krehbiel, City Clerk

APPROVED AS TO FORM ONLY:


Maria A. Schrock, City Attorney

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SIGNED by the Chamber on the 24th day of November, 2025.



(Authorized Signature: Name, Title)
Greg Dane, Chamber President

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**FIRST AMENDMENT TO THE
FUNDING AGREEMENT
by and between
CITY OF BEL AIRE, KANSAS
and
BEL AIRE AREA CHAMBER OF COMMERCE, INC.**

This First Amendment to Agreement (hereinafter “Amendment”) is entered into by and between the City of Bel Aire, Kansas (hereinafter “City”) and the Bel Aire Area Chamber of Commerce, Inc., a not-for-profit corporation duly organized under the laws of the State of Kansas (hereinafter “Chamber”), and amends the Agreement entered into by the Parties on the 18th day of November, 2025 (hereinafter “Original Agreement.”)

WHEREAS, Chamber came to the Bel Aire City Council on May 20, 2026, stating that it is unable to meet its obligations with the current Funding Agreement; and

WHEREAS, it is in the best interests of the City, the Chamber, and the general public that the City and Chamber address this issue so that it does not negatively impact planned events in Bel Aire; and

WHEREAS, the Parties desire to amend the Agreement to address Chamber’s continued operation under the terms set forth herein.

NOW THEREFORE, in consideration of the promises and mutual agreements hereinafter contained, City and Chamber hereby agree as follows:

1. The Chamber is relieved of the requirements in Section 3.F of the Original Agreement except that the Chamber is encouraged to support that events with volunteers.
2. The Chamber is encouraged to continue exploring avenues for growth and improved participation in Chamber events by the following and other means
 - A. Implement an in-person campaign where any and all Chamber members make personal, in person, calls on Bel Aire businesses and businesses that have an interest in Bel Aire to join and be active participants in Chamber events.
 - B. Discuss with the Chambers of Commerce in Kechi and Park City to see if there is any interest to combine the organizations or the activities of these organizations with the Bel Aire Chamber. Immediate engagement and combined activities are encouraged.

42 C. Report to the City Council in written and oral detail at a City Council meeting in
43 October or November 2026. The actions that took place to expand the membership
44 of the Chamber, specifically the number of in person visits and the results in
45 membership growth. Additionally, the results of efforts to combine with the Park
46 City and/or Kechi Chambers of Commerce.

47
48 D. Review and update the mission statement to better align with current activities and
49 organizational priorities.

50
51 3. When the Chamber makes its presentation in October/November of 2026, it should come
52 with a proposal of how the City and Chamber should work together and any needed funding
53 from the City for 2027. However, it is the City’s expectation that the Chamber become
54 financially independent, not relying on city funding to support its mission. The City desires
55 to assist the Chamber in its success by potentially providing such things as facilities of
56 meetings, office space and staff assistants for Chamber business. From this presentation
57 the City will consider if and whether there will be an agreement between the parties in
58 2027.

59
60 4. Except as expressly modified herein, all other terms and conditions of the Original
61 Agreement shall remain unchanged and in full force and effect.

62
63 APPROVED by the Governing Body of the City of Bel Aire, Kansas, on the 2nd day of June, 2026.

64 SIGNED by the Mayor on the _____ day of June, 2026.

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CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

APPROVED AS TO FORM ONLY:

Melissa Krehbiel, City Clerk

Maria A. Schrock, City Attorney

83

84 SIGNED by the Chamber on the _____ day of June, 2026.

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89 **BEL AIRE CHAMBER OF COMMERCE.**

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94 _____
(Authorized Signature: Name, Title)

95 Luis Rodriques, Chamber President

City of Bel Aire

STAFF REPORT

DATE: 05/21/2026

TO: Bel Aire City Council
FROM: Paula Downs
RE: Chapter 17- Bldg. Code Updates

Table with 2 columns: FOR MEETING OF, 6/02/2026. Rows include CITY COUNCIL and 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:

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 June, _____, 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, 2021 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.

41 17.3.3. Effective date.

42 The above adopted Code shall be phased in from the date of its adoption until January 1, 2027, to
43 allow for conclusion of projects being completed in conformance with the previously adopted
44 standardized Code. New projects may be licensed and permitted using either the above-described
45 Code or the formally applicable Code, whichever is most appropriate to the project and the stage
46 of the development of the project in the discretion of the Community Development Director or
47 designee. On and after January 1, 2026, no project shall be approved except in conformance with
48 the above-described Code.

49
50 Nothing set forth herein shall make the International Residential Code for One and Two Family
51 Dwellings applicable to the Commercial Construction Code of this City.

52
53 SECTION 2. Chapter 17, Article 4 of the Code of the City of Bel Aire, Kansas entitled
54 “Commercial Construction Code” is hereby amended by replacing the existing sections of that
55 Article with the new sections as follows:

56
57 Article 4. Commercial Building Code

58
59 17.4.1. Adoption of the International Building Code, 2024 Edition, as the Commercial Building
60 Code of the City of Bel Aire, with certain additions and deletions.

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

68
69 17.4.2. Availability of copies.

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

75
76 17.4.3. Effective date.

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

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

84
85 SECTION 3. Chapter 17, Article 5 of the Code of the City of Bel Aire, Kansas entitled “Electrical
86 Code” is hereby amended by replacing the existing sections of that Article with the new sections
87 as follows:

88
89 Article 5. Electrical Code

90
91 17.5.1. Adoption of the National Electrical Code, 2023 Edition, as the Electrical Code, with
92 certain additions and deletions

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

106
107 17.5.2. Availability of copies.
108 One copy of said standard Code, along with the amendments set forth in Wichita/Sedgwick County
109 Unified Building and Trade Code which is adopted through Article 11 of this Chapter, have been
110 and are now filed in the office of the City Clerk, with an additional copy available in the office of
111 the City Attorney, and the adoption by reference of said Code is authorized by and in compliance
112 with K.S.A. 12-3009, et seq.

113
114 17.5.3. Effective date.
115 The above adopted Code shall be phased in from the date of its adoption until January 1, 2027 to
116 allow for conclusion of projects being completed in conformance with the previously adopted
117 standardized Code. New projects may be licensed and permitted using either the above-described
118 Code or the formally applicable Code, whichever is most appropriate to the project and the stage
119 of the development of the project in the discretion of the Community Development Director or

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

122
123 SECTION 4. Chapter 17, Article 6 of the Code of the City of Bel Aire, Kansas entitled “Plumbing,
124 Drain Layers, and Gas Fitting Code” is hereby amended by replacing the existing sections of that
125 Article with the new sections as follows:

126
127 Article 6. Plumbing, Drain Layers, and Gas Fitting Code

128
129 17.6.1. Adoption of the Uniform Plumbing Code, 2021 Edition, as the Plumbing, Drain Layers
130 and Gas Fitting Code, with certain additions and deletions.

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

139
140 17.6.2. Availability of copies.
141 One copy of said standard Code, along with the amendments set forth in the Wichita/Sedgwick
142 County Unified Building and Trade Code which is adopted through Article 11 of this Chapter, have
143 been and are now filed in the office of the City Clerk, with an additional copy available in the
144 office of the City Attorney, and the adoption by reference of said Code as amended is authorized
145 by and in compliance with K.S.A. 12-3009, et seq.

146
147 17.6.3. Effective date.
148 The above adopted Code shall be phased in from the date of its adoption until January 1, 2027 to
149 allow for conclusion of projects being completed in conformance with the previously adopted
150 standardized Code. New projects may be licensed and permitted using either the above-described
151 Code or the formally applicable Code, whichever is most appropriate to the project and the stage
152 of the development of the project in the discretion of the Community Development Director or
153 designee. On and after January 1, 2027, no project shall be approved except in conformance with
154 the above described Code.

155
156 SECTION 5. Chapter 17, Article 7 of the Code of the City of Bel Aire, Kansas entitled “Mechanical
157 Code and Fuel and Gas Code” is hereby amended by replacing the existing sections of that Article
158 with the new sections as follows:

159

160 Article 7. Mechanical Code and Fuel and Gas Code

161
162 17.7.1. Adoption of the International Mechanical Code, 2024 Edition as the Mechanical Code
163 of the City of Bel Aire, Kansas.

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

171
172 17.7.2. Adoption of the International Fuel Gas Code, 2021 Edition as the Fuel Gas Code of the
173 City of Bel Aire, Kansas.

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

183
184 17.7.3. Availability of copies.
185 One copy of the 2024 International Mechanical Code, and one copy of the 2021 International Fuel
186 Gas Code, along with the amendments set forth in the Unified Building and Trade Code, which is
187 adopted through Article 11 of this Chapter, have been and are now filed in the office of the City
188 Clerk, with an additional copy available in the office of the City Attorney, and the adoption by
189 reference of said Codes is authorized by and in compliance with by K.S.A. 12-3009, et seq.

190
191 17.7.4. Effective date.
192 The above adopted Codes shall be phased in from the date of their adoption until January 1, 2027
193 to allow for conclusion of projects being completed in conformance with the previously adopted
194 standardized Codes. New projects may be licensed and permitted using either the above-described
195 Codes or the formally applicable Codes, whichever are most appropriate to the project and the
196 stage of the development of the project in the discretion of the Community Development Director
197 or Designee. On and after January 1, 2027, no project shall be approved except in conformance
198 with the above-described Codes.

199

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

203
204 Article 11. Wichita-Sedgwick County Unified Building and Trade Code

205
206 17.11.1. Adoption of the Wichita-Sedgwick County Unified Building and Trade Code including
207 its modifications to national and international building codes.

208
209 The Wichita-Sedgwick County Unified Building and Trade Code adopted by resolution of the
210 Board of County Commissioners of Sedgwick County, Kansas effective on January 1, 2019, is
211 hereby adopted and incorporated by reference by the City of Bel Aire, Kansas for the purpose of
212 establishing standards for the safety, health and public welfare of its citizens. All modifications
213 made therein to the Plumbing, Drain Layers and Gas Fitting Code, the International Residential
214 Code, the International Building Code, the National Electrical Code, the International Fuel Gas
215 Code, the International Mechanical Code and the International Property Maintenance Code are
216 also hereby adopted and incorporated by reference by the City of Bel Aire. All fee schedules
217 included within the Wichita-Sedgwick County Unified Building and Trade Code, unless otherwise
218 set forth within the City’s adopted fee schedule, are also hereby adopted and incorporated by
219 reference. For purposes of application within the City of Bel Aire, all references within the
220 Wichita-Sedgwick County Unified Building and Trade Code to the Metropolitan Area Building
221 and Construction Department, or the MABCD, as a contact agency/agent, or enforcement
222 agency/agent shall be understood to be referring to the Code Enforcement Officer designated by
223 the City of Bel Aire, which may include MABCD staff members, City of Bel Aire staff members,
224 and other contract agents approved by the City Council.

225
226 17.11.2. Availability of copies.
227 One copy of the current Wichita-Sedgwick County Unified Building and Trade Code, marked as
228 "Official Copy as Adopted by Ordinance No. _____" Code, has been and is now filed in the office
229 of the City Clerk to be open to inspection and available to the public during City Hall's business
230 hours, with an additional copy available in the office of the City Attorney. The adoption by
231 reference of said Codes as amended is authorized by and in compliance with K.S.A. 12-3009, et
232 seq.

233
234 17.11.3. Effective date.
235 The above adopted Code shall be phased in from the date of its adoption until January 1, 2027 to
236 allow for conclusion of projects being completed in conformance with the previously adopted
237 Unified Building and Trade Code. New projects may be licensed and permitted using either the
238 above-described Code or the formally applicable Code, whichever is most appropriate to the
239 project and the stage of the development of the project in the discretion of the Community

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

242
243 SECTION 7. Repeal.
244 Articles 3, 4, 5, 6, 7, and 11 of Chapter 17 are hereby repealed, as are all other ordinances or parts
245 of ordinances which are in conflict herewith.

246
247 SECTION 8. Severability.
248 If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be
249 invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the
250 validity of the remaining portions of this ordinance.

251
252 SECTION 9. Effective Date.
253 This ordinance shall take effect and be in force from and after its adoption by the Governing Body
254 of the City, approval by the Mayor, and publication once in the official city newspaper, which for
255 purposes of this ordinance shall be the City’s website, www.belaireks.gov, designated for
256 publication of certain legal notices.

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274 ADOPTED by the Governing Body of the City of Bel Aire, Kansas on this 2nd day of June, 2026.

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

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CITY OF BEL AIRE, KANSAS

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Jim Benage, Mayor

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ATTEST:

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Melissa Krehbiel, City Clerk

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APPROVED AS TO FORM:

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Maria A. Schrock, City Attorney

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DATE: June 2, 2026
TO: Bel Aire City Council
FROM: Ted Henry, City Manger
SUBJECT: Work Order No. 26-20 – Woodlawn 37th to 45th Construction Administration

Background

The City of Bel Aire is currently reconstructing Woodlawn between 37th and 45th Street. PEC reengineered the project, and with construction now underway, this work order will provide additional services to support project monitoring and delivery. Under the existing Master Services Agreement dated February 8, 2024, PEC provides engineering and consulting services for City projects.

Scope of Services

The work includes geotechnical support and construction administration activities during the reconstruction period.

Services include:

- Geotechnical engineering support, including pavement removal and excavation observation.
- Attendance at bi-weekly KDOT progress meetings.
- Weekly site visits to monitor contractor progress.
- Assistance with additional project meetings as requested.
- Bi-weekly written status updates on project progress.

Fiscal Note

PEC’s services will be billed on an hourly basis according to their approved rate schedule, in an amount not to exceed \$162,500.

Recommendation

Staff recommends approval of Work Order No. 26-20 in an amount not to exceed \$162,500 for construction administration and geotechnical services related to the Woodlawn reconstruction.

WORK ORDER NO. 26-20

City of Bel Aire Woodlawn 37th to 45th Construction Administration

This Work Order No. 26-20 is made as of this _____ day of _____, 2026, under the terms and conditions established in the Master Agreement between Client and Professional Consultant dated February 08, 2024 (the “Master Services Agreement” between City of Bel Aire, Kansas (Client) and Professional Engineering Consultants, P.A. (PEC). Per the Master Services Agreement, this Work Order shall be incorporated into the Master Services Agreement by reference. Except to the extent modified herein for this specific project, all terms and conditions of the Master Services Agreement shall continue in full force and effect.

SECTION A – SERVICES

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

1. See attached Exhibit A, Section C.

A.2 Exclusions:

1. See attached Exhibit A, Section E.

SECTION B – SCHEDULE

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

1. See attached Exhibit A, Section B.

SECTION C – COMPENSATION

In return for the proper performance by Consultant of its Services, Client shall pay to PEC an amount not to exceed One Thousand Sixty-Two Thousand Five Hundred Dollars (**\$162,500.00**), payable according to the following terms:

1. See attached Exhibit A, Section F.

SECTION D – OTHER PROVISIONS

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

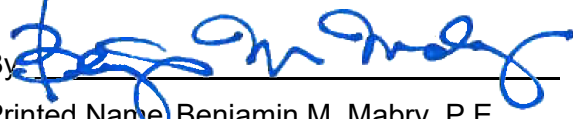
1. See attached Exhibit A, Section D.

[Remainder of this page intentionally left blank]

CITY OF BEL AIRE, KANSAS

By: _____
Printed Name: _____
Title: _____
Date: _____

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

By: 
Printed Name: Benjamin M. Mabry, P.E.
Title: VP | Municipal Market
Date: 5/24/2026

APPROVED AS TO FORM ONLY:

Maria A. Schrock, City Attorney

EXHIBIT A

A. Project Description

1. The Project shall consist of geotechnical and construction administration services for the construction phase of roadway and drainage improvements along Woodlawn Avenue from 37th Street North to 45th Street North, within the City of Bel Aire, Sedgwick County, Kansas.

B. Anticipated Project Schedule

1. The fully executed copy of the contract will serve as PEC's notice to proceed with the services.
2. PEC shall commence its services on the Project within 7 days after receiving CLIENT's notice to proceed.
3. PEC and CLIENT anticipate the construction duration will approximately be fourteen (14) months after receiving the Notice to Proceed.
4. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any CLIENT, Authority Having Jurisdiction, contractor or vendor's performance schedule.

C. Scope of Services

1. Geotechnical Engineering Services:
 - a) Upon request by CLIENT provide geotechnical staff to observe pavement removal, excavation, and base material earthwork/backfill (maximum 16 hours – estimated at two days per week during construction tasks described).
 - b) Attend bi-weekly KDOT progress meetings as requested by CLIENT.
2. Construction Administration Services:
 - a) Attend bi-weekly KDOT progress meetings (28) and assist in facilitating meetings with CLIENT and contractor(s).
 - b) Make weekly visits to the PROJECT site to determine Contractor's progress and general character of the work, as requested by the CLIENT.
 - c) Attend additional meetings to discuss project as requested by CLIENT.
 - d) Provide bi-weekly status updates documenting progress for each phase of the PROJECT.

D. Additional Services

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

1. Inspection services.

E. Exclusions

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

1. Special inspection services. Special inspections are usually required by building codes, building officials, or designers for structural elements of the project but may include other design disciplines and testing agencies. Any special inspection services required will be covered under a separate or supplemental agreement and are not covered under standard observation services.

F. PEC's Fees & Reimbursable Expenses

1. PEC's Fee for its Scope of Services will be on a standard hourly basis, at the rates established on the attached Rate Schedule plus Reimbursable Expenses not-to-exceed **\$162,500.00**.
2. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.



2026 RATE SCHEDULE A**

<u>TITLE</u>	<u>HOURLY RATE *</u>
Principal Engineer	\$275
Senior Project Manager	\$235
Project Manager	\$210
Senior Engineer II.....	\$235
Senior Engineer I.....	\$210
Project Engineer	\$180
Senior Landscape Architect.....	\$180
Landscape Architect.....	\$145
Senior Planner	\$180
Planner.....	\$155
Design Engineer	\$160
Senior Technician.....	\$150
Design Technician.....	\$115
Senior Commissioning Agent.....	\$175
Commissioning Agent.....	\$145
GIS Specialist.....	\$155
GIS Analyst.....	\$120
Project Coordinator.....	\$110
Project Assistant.....	\$90
Senior Field Project Manager.....	\$200
Field Project Manager.....	\$155
Senior Inspector.....	\$160
Inspector.....	\$125
Senior Field Technician.....	\$105
Field Technician.....	\$85
Senior Driller.....	\$130
Driller.....	\$95
Land Surveyor.....	\$150
Crew Chief.....	\$120
Survey Technician.....	\$100
*Premium time for all non-salaried personnel or as noted in the contract	1.5 multiplier

REIMBURSABLES:

Infrared Camera.....	\$50/Hour
Structural Testing Equipment.....	\$50/Hour
Subconsultants.....	Cost plus 10%
Vehicle Mileage.....	IRS Rate/Mile
Truck Mileage.....	\$0.75/Mile
ATV.....	\$20/Hour
GPS.....	\$50/Hour
3D Laser Scanner.....	\$150/Hour
Robotic Total Station.....	\$50/Hour
UAS.....	\$150/Hour
Mobile Lidar Unit.....	\$4,500/Day
Drill Rig Use.....	\$75/Hour
Concrete Testing Equipment.....	\$10/Each
Nuclear Gauge Equipment.....	\$20/Each
Compressive Strength of Cylinders.....	\$15/Each
Ultra Sonic Testing Equipment.....	\$150/Each
Semi-Trailer Mileage.....	\$3.50/Mile
Other Reimbursables.....	Cost plus 10%

**The rates shown above are effective for services through December 31, 2026 and are subject to revision thereafter.

City of Bel Aire, Kansas

STAFF REPORT

DATE: 03/03/2026
TO: City Council
FROM: Marty McGee
RE: 37th and Harding lift station Grinder pump



BACKGROUND: Harding lift station has one Flowserve pump and one newer Flygt grinder pump that controls the sewer flow to CCUA treatment plant. One pump is the original Flowserve pump that is failing. We have repaired this pump multiple times over the course of its lifetime. The original Flowserve pump is currently in need of additional repairs or replacement. Staff is recommending replacing one Flowserve pump with a new Flygt grinder pump. The Flygt Grinder Pumps are currently what the City have installed when replacing the Flowserve pumps at each of our lift stations.

DISCUSSION: We have received bids for both the repair and replacement of one Flowserve pump at 37th and Harding lift station. The repair cost is included in bid package below. Staff ask council to consider the purchase of a new Flygt grinder pump which will match the current pump installed in 2024.

Pump Options	Bid amount	Lead Times
Flowserve repair/rebuild	\$68,500.00	24 Weeks
Flygt Grinder Pump (New)	\$78,265.00 (Installation included)	12-14 Weeks

RECOMENDATION: Staff recommends the City Council accept the proposal to replace the existing Flowserve pump with a new Flygt grinder pump.



JCI Ind
1335 S. Young
Wichita, KS 67209
Tel: 316-942-6200

www.jciind.com

Tuesday, January 13, 2026

Bel Aire KS, City of
7651 E. Central Park Avenue
Bel Aire, KS 67226

Phone: 316-744-2451
Fax: 316-744-3739

Attention: Marty McGee

Subject: Flygt 3231 - 37th and Harding

Quotation #: SEQT-210318DB_REV1
Please refer to this number when ordering

Marty McGee:

JCI Industries, Inc. would like to thank you for the opportunity to provide a proposal on the above referenced service. We appreciate the opportunity to provide our equipment and services. Please contact us if you have any questions regarding this offering.

Best regards,

Derek Boyer

Derek Boyer

Operations Manager
JCI Industries, Inc.
620+408-9500

Jason Schmutz

Jason Schmutz

Sales Engineer
JCI Industries, Inc.
620-518-3145



Tuesday, January 13, 2026

Quote #: SEQT-210318DB_REV1

Item	Description	Qty	Unit Price	Subtotal
1.00	Flygt 3231 Submersible Pump - 37th and Harding Includes: <ul style="list-style-type: none"> • Flygt NP3231, 8", 75 HP Non-Clog Submersible Chopper Pump • Mini-cas for seal failure and overtemp alarm • Modify current pump rail adapter to fit new Flygt NP3231 • Freight, Installation, and Startup 	1	\$78,265.00	\$78,265.00
2.00	Flowserve MSX Submersible Pump Repair Work Scope: <ul style="list-style-type: none"> - Disassemble, clean, and inspect - Check tolerances - Check motor windings - Replace the following parts: <ul style="list-style-type: none"> - Stator - Stator housing - Impeller - Volute - Rotor and shaft - Bearings - Mechanical Seals - Power Cable - Assemble and Paint - Deliver 	1	\$68,500.00	\$68,500.00
			Subtotal	\$146,765.00
			Total	\$146,765.00



JCI Ind
 1335 S. Young
 Wichita, KS 67209
 Tel: 316-942-6200

Terms & Conditions	
<p>Lead Time 18 Weeks After Receiving Order</p>	<p>Payment Terms Net 30</p>
<p>Shipping Method Best Way</p>	<p>Shipping Terms Prepaid and Added to Invoice</p>
<p>F.O.B. Warehouse</p>	<p>Thank you for the opportunity to present this quote! Due to the ongoing uncertainty surrounding tariffs, supply chain volatility, and other market conditions beyond our control, all pricing is subject to change without notice. Final pricing will be determined at the time of acknowledgement. We appreciate your understanding in this dynamic environment.</p>



OTC TERMS AND CONDITIONS OF SALE

OTC Industrial Technologies is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or parts required for services ("Parts") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods or Parts by Seller, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement ("Agreement") governing the sale of Goods or Parts by Seller to Buyer. Acceptance of any order is subject to credit approval and acceptance of the order by Seller. If credit of the Buyer becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller. If Buyer already has an executed Agreement currently in effect with Seller, then the terms of that agreement, together with any terms and conditions of a subsequent purchase or work order issued hereunder, constitute the complete agreement; and (ii) if Buyer does not already have an executed Agreement with Seller, then these terms and conditions and any subsequent purchase or work orders issued hereunder constitute the complete agreement. No other terms or conditions including, without limitation, Buyer's standard printed terms and conditions, whether printed on Buyer's order acknowledgement, purchase order or otherwise, will have any application to any purchase between Buyer and Seller unless specifically accepted in writing by Seller. Acceptance is expressly limited to the terms of the Agreement and Seller objects to any different or additional terms contained in any response by Buyer, including without limitation any instrument requesting or confirming this offer by or on behalf of Buyer. The terms of the Agreement are the sole and exclusive terms and conditions on which the Seller agrees to be bound. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods or Parts shall remain in effect for thirty (30) days after the date of Seller's quotation, Seller's scope of work or acknowledgment of Buyer's order for the Goods, whichever occurs first, provided an unconditional authorization from Buyer for the shipment or performance of the Goods and/or Parts is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods or Parts to Seller's price for the Goods or Parts at the time of Seller's shipment or performance thereof. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Seller reserves the right to correct any obvious errors in specifications or prices and, in the event of a force majeure event, make equitable adjustments in Seller's price for the Goods or Parts prior to Seller's shipment or performance thereof. Unless otherwise specified by Seller, Parts that are required for the performance of services will be furnished at Seller's then-prevailing prices.

2. **TAXES:** Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods or Parts or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or

consumption of Goods or Parts shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction or similar lien rights.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods or Parts for which Buyer has not provided shipping instructions and other required information. If the shipment or performance of the Goods or Parts is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For shipments of Goods or Parts per Incoterms® 2020, per FCA will be the approved method for delivery unless otherwise approved by the parties. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) upon delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Shortages or damages must be identified and signed for at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Requests for changes in quoted transportation modes to orders already accepted by Seller will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to Seller and are subject to Seller's acceptance and adjustment in freight price. The transportation costs quoted by Seller may be changed by Seller without notice in order to reflect Seller's prices at the time of shipment and will reflect any market increase in transportation costs.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods at the time of purchase is the only warranty applicable to the sale of Seller's Goods and its terms, conditions and limitations are incorporated by reference herein. Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from

completion of services. Buyer acknowledges that the performance of any service by a Party other than Seller, which alters the manufacturer provided Goods as indicated in the Statement of Work or Work Order may void the manufacturer's warranty. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of the Parts. EXCEPT AS SPECIFIED ABOVE, PARTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods or Parts, either alone or in combination with other products/components. Goods sold hereunder are not intended for use in or in connection with (1) any safety application or the containment areas of a nuclear facility, or (2) in a healthcare application, where the Goods have the potential for direct patient contact or where a six (6) foot clearance from a patient cannot be maintained at all times. **THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE FOR THE NON-CONFORMING GOODS.**

6. LIMITATION OF REMEDY AND LIABILITY: SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS OR PARTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

7. INSURANCE: Seller shall maintain the following insurance or self-insurance coverage: **Worker's Compensation** in accordance with the statutory requirements of the state in which the work is performed. **Employer's Liability** with a limit of liability of \$1,000,000 per occurrence for bodily injury by accident or bodily injury by disease. **Commercial General Liability (CGL)** for bodily injury and property damage with a limit of \$1,000,000 per occurrence and per location aggregate. **Automobile Liability** insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$1,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. **Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.**

8. PATENTS AND COPYRIGHTS: Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software. In the event (i) such Goods are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods or Parts.

9. EXCUSE OF PERFORMANCE: Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; viral outbreaks, disease, pandemic, widespread sickness, or epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; unavailability of or delays in the supply of materials, components, parts or labor required for the design and/or manufacture of Goods or the performance by

Seller hereunder; default of suppliers; or unforeseen circumstances, acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods or Parts, or to obtain material used directly or indirectly in the manufacture of the Goods or Parts is hindered, limited or made impracticable due to causes set forth in this paragraph, Seller may delay or cancel performance, make equitable adjustments in Seller's price for the Goods or Parts and/or allocate its available supply of the Goods or Parts and/or such material (without obligation to acquire other supplies of any such Goods, Parts or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. **CANCELLATION:** Buyer may cancel orders only upon thirty (30) days advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES:** Buyer may request changes or additions to the Goods or Parts consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods or Parts without prior notice to Buyer.

12. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

13. **DOCUMENTATION:** Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

14. **INSPECTION/TESTING:** Buyer shall have ten (10) days from (i) the date of delivery of Goods or Parts and (ii) from the date of completion of each portion of the services to inspect the Goods or Parts and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods or Parts are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods or Parts. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

15. **RETURNED GOODS:** Advance written permission to return Goods or Parts must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods or Parts must be (i) current, unused, catalogued Goods or Parts still in original packaging (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods or Parts prior to authorizing return.

16. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; e) if service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

17. **DRAWINGS:** Seller's documentation, prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefore. Notwithstanding the foregoing, Buyer may use the documentation, prints and drawings in connection with the use of the Goods, Parts, and/or Software.

18. **BUYER SUPPLIED DATA:** To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods or Parts and/or the provision of services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

19. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods or Parts and services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods or Parts in violation of such applicable laws, regulations, orders or requirements.

20. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

21. **GENERAL PROVISIONS:** This Agreement supersedes all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No



change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

22. **ADDITIONAL SERVICE CONDITIONS:** The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Goods are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of

asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller's performance hereunder. Buyer shall appoint a representative familiar with the site and the nature of Seller's performance to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

23. **COMPLIANCE WITH LAW:** Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of Goods will occur.

24. **INDEMNITY:** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or that party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others and in no event shall the indemnifying party be obligated to indemnify or insure the other party for the indemnitee's own fault or negligence. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

The parties hereto agree any orders placed by Buyer for Seller to provide Goods, regardless of any terms and conditions on any quote, purchase order or other documents exchanged, the terms and conditions of this Agreement shall prevail.

CONTRACT
FOR
EQUIPMENT PURCHASE
(New Flygt Pump and Installation)

This Contract is entered into this 2nd day of June, 2026, by and between the City of Bel Aire, Kansas, a municipal corporation, (hereinafter called “City”) and JCI Industries, LLC., a limited liability company, whose principal office is at 1161 SE Hamblin Road, Lee’s Summit, Missouri, 64081, Telephone Number (816) 525-3320, (hereinafter called “Contractor”).

WHEREAS, the Harding lift station has two pumps that control sewer flow to the Chisholm Creek Utility Authority (CCUA) treatment plant. The Flowserve Pump is original and failing; and

WHEREAS, the Flowserve Pump has been repaired multiple times and needs to be replaced; and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. Contractor shall install a new Flygt NP3231/Non-Clog/75hp submersible/chopper pump and complete all field service necessary for the installation. All equipment shall be delivered at the Contractor’s expense to the requested City job site within 18 weeks from the time of ordering. Any extension of the delivery date is within the City’s sole discretion. Failure of the Contractor to timely deliver the equipment shall allow City to cancel the contract without payment or penalty.

The Contractor warrants the equipment as described in Exhibit B (1 page), beginning on the date that the equipment is delivered to the City and accepted as conforming goods by City staff. To the extent assignable, Contractor assigns to City any warranties made by manufacturer’s and suppliers. The warranty set forth in this section are the sole and exclusive warranties given by Contractor with respect to the goods, commodities and/or services and are in lieu of and exclude all other warranties, express or implied, arising by operation of law or otherwise, including without limitation, merchantability and fitness for a particular purpose whether or not the purpose or use has been disclosed to Contractor in specifications, drawings or otherwise.

The parties agree that the additional information in Exhibit A (JCI quote dated 01/13/26, 1 page) and Exhibit B (Warranty, 1 page) are incorporated herein. The parties further agree that all provisions of Exhibits C and D (6 pages) are effective between them and govern this Contract.

2. Compensation. City agrees to pay Contractor \$78,265.00 for a new Flygt Grinder Pump NP3231/Non-Clog/75hp submersible/chopper pump and all field service necessary for the installation.
3. Incorporation of Documents. Exhibit C (Bel Aire's Mandatory Terms and Conditions Attachment) and Exhibit D (Bel Aire's Mandatory Independent Contractor Addendum) are attached hereto and are incorporated into this Contract as essential terms.
4. Entire Agreement. This Contract and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.
5. Severability Clause. In the event that any provision of this Contract is held to be unenforceable, the remaining provisions shall continue in full force and effect.

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PASSED by the Governing Body of the City of Bel Aire, Kansas, on the 2nd day of June, 2026.

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

CITY OF BELAIRE, KANSAS

Jim Benage, Mayor

ATTEST:

APPROVED AS TO FORM ONLY:

Melissa Krehbiel, City Clerk

Maria A. Schrock, City Attorney

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

JCI INDUSTRIES, LLC.

(Authorized Signature: Name, Title)
Matt Marthinson, Chief Operating Officer

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

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EXHIBIT A (QUOTE)



An OTC INDUSTRIAL TECHNOLOGIES Company

JCI Industries, Inc.
 1335 S. Young
 Wichita, KS 67209
 Tel: 316-942-6200

www.jciind.com

Tuesday, January 13, 2026

Quote #: SEQT-210318DB_REV1

Item	Description	Qty	Unit Price	Subtotal
1.00	Flygt 3231 Submersible Pump - 37th and Harding Includes: <ul style="list-style-type: none"> • Flygt NP3231, 8", 75 HP Non-Clog Submersible Chopper Pump • Mini-cas for seal failure and overtemp alarm • Modify current pump rail adapter to fit new Flygt NP3231 • Freight, Installation, and Startup 	1	\$78,265.00	\$78,265.00
2.00	Flowserve MSX Submersible Pump Repair Work Scope: <ul style="list-style-type: none"> - Disassemble, clean, and inspect - Check tolerances - Check motor windings - Replace the following parts: <ul style="list-style-type: none"> - Stator - Stator housing - Impeller - Volute - Rotor and shaft - Bearings - Mechanical Seals - Power Cable - Assemble and Paint - Deliver 	1	\$68,500.00	\$68,500.00

Subtotal	\$146,765.00
Total	\$146,765.00

EXHIBIT B (WARRANTY)

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

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

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

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

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

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

16. Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Contract both as to time and quantities, with City reserving the right to cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. If no schedule for delivery appears otherwise in the Contract, delivery shall be completed in a reasonable time, judged by the continuing utility to and viability of the City's related project or service.
17. In the event no quality is specified on the face of the Purchase Order/Quotation, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If Contractor cannot maintain delivery of goods or equipment and/or rendering of services according to the agreed schedule, Contractor must notify City immediately. Upon Contractor's failure to maintain delivery or otherwise perform hereunder, City reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence; is a result of a force majeure event, or is mutually approved between the Contractor and City. This remedy is in addition to any other remedy which City may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.
18. Contractor must immediately notify City of any safety recall notices of products, goods and services Contractor has provided to City. In addition, Contractor shall remedy the recalled defect(s), at no cost to City, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to City in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section survives expiration or termination of the Agreement.
19. Neither Contractor or City shall be liable for damages caused by delay in performance and the remedies of the parties set forth in this agreement are exclusive. The parties agree that neither party shall be subject to incidental, consequential, or punitive damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.
20. The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq., as amended) requires every person who enters into a contract with the City for construction,

alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:

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

be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.

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

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

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

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

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DATE: June 2, 2026
TO: Bel Aire City Council
FROM: Ted Henry, City Manger
SUBJECT: Consideration of Fireworks Display Agreement with Waz Up Fireworks

Summary:

To celebrate the upcoming 250th anniversary of the founding of the United States, staff is proposing a community fireworks celebration in Bel Aire on July 11, 2026. The event would be held in conjunction with the City’s annual National Night Out celebration, a nationwide initiative focused on strengthening relationships between residents, law enforcement, fire services, and other public safety agencies. The celebration is intended to provide a family-friendly community event while honoring this significant milestone in American history.

Staff has worked with Waz Up Fireworks to develop a proposed fireworks display agreement for a pyromusical fireworks show lasting approximately ten to twelve minutes. The proposed display would include a combination of consumer and professional-grade fireworks synchronized to patriotic music.

The proposed contract amount is \$10,000. Staff’s intent is to fund the event primarily through sponsorships, donations, and community support rather than through additional general operating expenditures.

Under the proposed agreement:

- Waz Up Fireworks would provide the fireworks display, operator services, and required liability insurance.
- The City would coordinate the event location, safety perimeter, volunteer support, cleanup assistance, and sound system needs.
- The Sedgwick County Fire Department is anticipated to oversee fire safety operations during the event.

AGREEMENT
by and between
CITY OF BEL AIRE, KANSAS
and
WAZ UP FIREWORKS, LLC.

This Agreement is entered into this 2nd day of June, 2026 by and between the City of Bel Aire, Kansas, a Kansas Municipal Corporation, (hereinafter “City”) and Waz Up Fireworks, LLC., a Kansas Corporation, whose principal office is at 9745 East 50th Street North, Bel Aire, Kansas, Telephone Number (316) 204-4677, (hereinafter “Contractor”).

WHEREAS, City is organizing a fireworks display event for the benefit of the public to celebrate Independence Day; and

WHEREAS, the Contractor is willing and able to provide the City certain fireworks exhibition services under the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the promises and mutual agreements hereinafter contained, City and Contractor hereby agree as follows:

SECTION 1. SCOPE OF SERVICES

Contractor shall furnish one (1) outdoor public pyromusical fireworks display, lasting between ten (10) to twelve (12) minutes on the evening of July 11, 2026 beginning at approximately 10:15pm (hereinafter “Fireworks Display”).

The Fireworks Display shall include a mixture of 1.4 gram consumer grade cakes, 1.4 gram pro-line cakes, and 1.3 gram professional mortar shells ranging from three (3) inch to six (6) inches.

Contractor shall provide all labor, supervision, materials, pyrotechnic products, firing systems, equipment, transportation, safety equipment, safety devices, and related services necessary to safely conduct the Fireworks Display.

Contractor shall perform all services in a safe, professional, and workmanlike manner consistent with all applicable federal, state, and local laws, regulations, codes, permit requirements, and National Fire Protection Association (NFPA) standards.

Contractor warrants that all fireworks products used in the Fireworks Display shall be new, commercially manufactured, and legally authorized for use in the State of Kansas.

SECTION 2. COMPENSATION

City agrees to pay Contractor an amount not to exceed \$10,000.00 for all services provided under this Agreement.

Payment shall be contingent upon:

1. Successful completion of the Fireworks Display; and
2. Receipt of an invoice; and
3. Receipt of all required permits, licenses, and insurance documentation; and
4. Satisfactory post-event cleanup.

The City shall not be responsible for any cancellation fees, storage fees, mobilization costs, attorney fees, collection costs, or additional charges unless expressly approved in writing by the City.

Contractor shall not assign or subcontract this Agreement without prior written approval of the City.

SECTION 3: CONTRACTOR RESPONSIBILITIES

Contractor shall be responsible for:

- A. obtain and maintain all permits, licenses, and approvals required for the Fireworks Display;
- B. provide services of a qualified and properly licensed operator responsible for preparing and conducting the Fireworks Display;
- C. secure and supervise all pyrotechnic materials;
- D. deliver all necessary equipment, mortar tubes, racks, shells, etc...to the location;
- E. remove all unfired shells and hazardous materials;
- F. conduct primary post-Firework Display cleanup;
- G. comply with all ATF, NFPA, state, and local requirements;
- H. and comply with all safety requirements imposed by the City or any other emergency management officials.

Contractor shall provide to the City, no later than fourteen (14) days prior to the Fireworks Display, copies of all required permits, licenses, operator certifications, ATF authorizations, insurance certificates, and other documentation reasonably requested by the City. Failure to provide required documentation shall constitute a material breach of this Agreement.

SECTION 4. SAFETY AND SITE CONTROL

Contractor shall inspect the site prior to setup and immediately notify the City of any unsafe conditions. The City, Law Enforcement, or emergency management officials may suspend, delay, modify, or terminate the Fireworks Display at any time if necessary to protect public health, safety, or property. Contractor shall comply with any safety directives.

SECTION 5. INSURANCE

Contractor shall procure and maintain liability insurance throughout the Fireworks Display: Commercial General Liability Insurance with limits of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, including coverage for pyrotechnic operations, explosions, bodily injury, property damage, and contractual liability.

The City shall be named as additional insured on the insurance policy. Contractor shall provide certificates of

insurance to the City no later than fourteen (14) days prior to the Fireworks Display.

SECTION 6. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, employees, volunteers, and agents from and against any and all claims, damages, losses, liabilities, fines, penalties, costs, and expenses, including reasonable attorney fees, arising out of or resulting from Contractor’s performance of this Agreement, including but not limited to bodily injury, death, property damage, fire suppression costs, environmental damage, or violations of law, except to the extent caused by the negligence of the City.

SECTION 7. LOCATION

City shall be responsible for providing a suitable location for the Fireworks Display. City shall cooperate with Contractor to ensure that the site is suitable (mowed 24 hours before the show) for the Fireworks Display. Contractor shall inspect the site and immediately notify the City of any safety concerns. Contractor shall have the right to reject a proposed site for lack of accessibility, fire and/or other safety reasons.

City shall be responsible for:

- A. Providing an appropriate staging area (south of 53rd street and West of Rock Road), and a minimum spectator setback of 400 feet. The City will provide a letter of permission from the land owner to Contractor to shoot fireworks on the land as discussed.
- B. Providing for the staging area to be roped off or otherwise clearly marked as off limits to unauthorized personnel. Prefer traffic cones or similar barrier as a visible sign that no one should be on the west side paved road during the firework display.
- C. Searching the fallout area at first light following a nighttime display for any unexploded shells
- D. Providing volunteer security before and after the show. Sedgwick County Fire District No. 1 will dispatch a fire crew to oversee the display. Police or volunteer security details responsibility is: 1) that the staging area and the surrounding setback area will be free from unauthorized persons, and 2) the safety of people in or around the display location.
- E. Assist with cleanup by providing a clean-up crew the next morning to dispose of any firework debris
- F. Allow Contractor to throw away firework debris in the City’s trash container
- G. Provide a sound system large enough so that spectators can enjoy the pyro musical with a patriotic theme as Contractor does not own one.

SECTION 8. WEATHER RELATED POSTPONEMENT AND CANCELLATION

City acknowledges that the Fireworks Display will be provided so long as weather, and weather related conditions, including but not limited to drought and fire risk, permit. In the event of a postponement of the Fireworks display, the alternate shoot date will be July 12th, 2026, City shall be responsible for payment based on the schedule below: 75% or \$7500 USD is due by July 1, 2026.

25% or \$2500 USD remaining balance is due on the day of the firework display immediately after the firework show in the form of a check written to Waz Up Fireworks.

If City chooses to postpone or cancel the Fireworks Display for any reason, City shall be responsible for payment of the Contract Price based on the schedule below, which shall be due within 15 days of the date agreed to in

Section 1. In the case of postponement or cancellation, City shall pay, as an additional fee, the following percentage of the Contract Price.

At any time prior to the scheduled date of the Fireworks Display, 5% of the Contract Price.

At any time on the scheduled date of the Fireworks Display, 20% of the Contract Price

After the commencement of the Fireworks Display, where Waz Up Firework’s operator has not determined that the postponement is necessary for weather or weather related circumstances, 100% of the Contract Price.

SECTION 9. INCORPORATION OF DOCUMENTS

Exhibit C (City’s Mandatory Terms and Conditions Attachment) and Exhibit D (City’s Mandatory Independent Contractor Addendum) are attached hereto and are incorporated into this Agreement as essential terms.

SECTION 10. ENTIRE AGREEMENT

This Agreement, the Fireworks Exhibition and Display Program, 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 Agreement 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.

SECTION 11. SEVERABILITY CLAUSE

In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

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APPROVED by the Governing Body of the City of Bel Aire, Kansas, on the 2nd day of June, 2026.

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

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

APPROVED AS TO FORM ONLY:

Melissa Krehbiel, City Clerk

Maria A. Schrock, City Attorney

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SIGNED by the Contractor on the __28th__ day of May 2026.

WAZ UP FIREWORKS, LLC..

Michael Joseph Wawrzewski III

Michael Joseph Wawrzewski III (May 28, 2026 10:17:02 CDT)

(Authorized Signature: Name, Title)

Michael Joseph Wawrzewski-CEO/Owner

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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.

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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.

Monthly
**FINANCIAL
REPORT**

**APRIL
2026**



GENERAL FUND SUMMARY



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	314,447.79	4,665,796.02	-5,248,315.91	52.94%
Department: 000 - GENERAL Total:	9,914,111.93	9,914,111.93	314,447.79	4,665,796.02	-5,248,315.91	52.94%
Department: 100 - ADMINISTRATION						
50 - EXPENSES - PERSONNEL	1,344,603.46	1,344,603.46	101,553.78	430,176.41	914,427.05	68.01%
60 - EXPENSES - COMMODITIES	126,532.00	126,532.00	9,411.68	46,711.60	79,820.40	63.08%
70 - EXPENSES - CONTRACTUAL	640,115.00	640,115.00	78,334.72	205,460.21	434,654.79	67.90%
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	189,300.18	682,348.22	1,428,902.24	67.68%
Department: 120 - POLICE						
50 - EXPENSES - PERSONNEL	1,940,983.81	1,940,983.81	142,383.53	605,989.52	1,334,994.29	68.78%
60 - EXPENSES - COMMODITIES	217,207.00	217,207.00	19,034.76	42,193.75	175,013.25	80.57%
70 - EXPENSES - CONTRACTUAL	289,390.00	289,390.00	76,943.86	156,642.54	132,747.46	45.87%
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	238,362.15	804,893.71	1,642,687.10	67.11%
Department: 130 - RECREATION						
50 - EXPENSES - PERSONNEL	482,591.93	482,591.93	30,908.62	123,563.96	359,027.97	74.40%
60 - EXPENSES - COMMODITIES	105,050.00	105,050.00	9,687.85	17,465.54	87,584.46	83.37%
70 - EXPENSES - CONTRACTUAL	123,963.00	123,963.00	29,088.60	48,743.93	75,219.07	60.68%
80 - EXPENSES - CAPITAL PROJECTS	95,000.00	95,000.00	20,994.41	20,994.41	74,005.59	77.90%
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	90,679.48	210,767.84	650,837.09	75.54%
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	108.00	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	108.00	3,742.26	2,227,967.74	99.83%
Department: 150 - PARKS						
50 - EXPENSES - PERSONNEL	182,050.16	182,050.16	13,369.10	26,753.25	155,296.91	85.30%
60 - EXPENSES - COMMODITIES	62,455.00	62,455.00	6,900.50	15,662.79	46,792.21	74.92%
70 - EXPENSES - CONTRACTUAL	58,920.00	58,920.00	19,591.97	26,741.84	32,178.16	54.61%
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	39,861.57	78,903.33	307,521.83	79.58%
Department: 160 - PLANNING & ZONING						
50 - EXPENSES - PERSONNEL	455,485.33	455,485.33	32,236.55	138,945.69	316,539.64	69.50%
60 - EXPENSES - COMMODITIES	25,700.00	25,700.00	552.62	1,846.92	23,853.08	92.81%
70 - EXPENSES - CONTRACTUAL	105,307.00	105,307.00	15,184.53	38,632.23	66,674.77	63.31%
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	47,973.70	179,424.84	407,067.49	69.41%
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	1,124.84	3,873.65	8,376.35	68.38%
70 - EXPENSES - CONTRACTUAL	133,600.00	133,600.00	21,233.57	43,113.92	90,486.08	67.73%
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%

Budget Report

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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	22,358.41	46,987.57	1,463,862.43	96.89%
Total Revenues	9,914,111.93	9,914,111.93	314,447.79	4,665,796.02	-5,248,315.91	52.94%
Total Expenses	10,135,913.69	10,135,913.69	628,643.49	2,007,067.77	8,128,845.92	80.20%
Fund: 100 - General Fund Surplus (Deficit):	-221,801.76	-221,801.76	-314,195.70	2,658,728.25	2,880,530.01	1,298.70%
Report Surplus (Deficit):	-221,801.76	-221,801.76	-314,195.70	2,658,728.25	2,880,530.01	1,298.70%

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	-314,195.70	2,658,728.25	2,880,530.01
Report Surplus (Deficit):	-221,801.76	-221,801.76	-314,195.70	2,658,728.25	2,880,530.01

BUDGETED FUNDS SUMMARY

NON-GENERAL FUND



Budget Report Group Summary

For Fiscal: 2026 Period Ending: 04/30/2026

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	67,086.04	166,474.67	-1,108,385.33	86.94%
50 - EXPENSES - PERSONNEL	132,538.52	132,538.52	11,381.59	42,409.19	90,129.33	68.00%
60 - EXPENSES - COMMODITIES	169,200.00	169,200.00	7,341.08	20,727.02	148,472.98	87.75%
70 - EXPENSES - CONTRACTUAL	187,634.00	187,634.00	47,919.58	82,169.80	105,464.20	56.21%
80 - EXPENSES - CAPITAL PROJECTS	955,000.00	955,000.00	177.64	11,859.10	943,140.90	98.76%
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	266.15	9,309.56	178,822.08	105.49%
Total Revenues	1,274,860.00	1,274,860.00	67,086.04	166,474.67	-1,108,385.33	86.94%
Total Expenses	1,444,372.52	1,444,372.52	66,819.89	157,165.11	1,287,207.41	89.12%
Fund: 200 - Special Street & Highway Surplus (Deficit):	-169,512.52	-169,512.52	266.15	9,309.56	178,822.08	105.49%

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SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 400 - Land Bank Fund						
Department: 400 - LAND BANK						
40 - REVENUES	65,000.00	65,000.00	6,601.92	26,007.99	-38,992.01	59.99%
60 - EXPENSES - COMMODITIES	5,000.00	5,000.00	0.00	33.28	4,966.72	99.33%
70 - EXPENSES - CONTRACTUAL	0.00	0.00	0.00	0.00	0.00	0.00%
80 - EXPENSES - CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00%
90 - EXPENSES - TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00%
Department: 400 - LAND BANK Surplus (Deficit):	60,000.00	60,000.00	6,601.92	25,974.71	-34,025.29	56.71%
Total Revenues	65,000.00	65,000.00	6,601.92	26,007.99	-38,992.01	59.99%
Total Expenses	5,000.00	5,000.00	0.00	33.28	4,966.72	99.33%
Fund: 400 - Land Bank Fund Surplus (Deficit):	60,000.00	60,000.00	6,601.92	25,974.71	-34,025.29	56.71%

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SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 410 - Bond & Interest						
Department: 410 - BOND AND INTEREST						
40 - REVENUES	4,571,235.00	4,571,235.00	4,205.68	2,007,509.35	-2,563,725.65	56.08%
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	4,205.68	1,288,553.70	1,195,230.70	-1,280.75%
Total Revenues	4,571,235.00	4,571,235.00	4,205.68	2,007,509.35	-2,563,725.65	56.08%
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	4,205.68	1,288,553.70	1,195,230.70	-1,280.75%

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SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 520 - Water Utility						
Department: 210 - PUBLIC WORKS						
40 - REVENUES	4,062,898.00	4,062,898.00	295,862.76	1,127,594.42	-2,935,303.58	72.25%
50 - EXPENSES - PERSONNEL	512,605.17	512,605.17	47,296.89	172,791.75	339,813.42	66.29%
60 - EXPENSES - COMMODITIES	177,700.00	177,700.00	23,885.48	36,232.39	141,467.61	79.61%
70 - EXPENSES - CONTRACTUAL	2,444,258.00	2,444,258.00	189,250.22	566,105.37	1,878,152.63	76.84%
80 - EXPENSES - CAPITAL PROJECTS	985,314.50	985,314.50	0.00	28,441.75	956,872.75	97.11%
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	35,430.17	324,023.16	679,202.83	191.23%
Total Revenues	4,062,898.00	4,062,898.00	295,862.76	1,127,594.42	-2,935,303.58	72.25%
Total Expenses	4,418,077.67	4,418,077.67	260,432.59	803,571.26	3,614,506.41	81.81%
Fund: 520 - Water Utility Surplus (Deficit):	-355,179.67	-355,179.67	35,430.17	324,023.16	679,202.83	191.23%

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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	319,879.38	1,273,832.53	-2,084,130.47	62.07%
50 - EXPENSES - PERSONNEL	485,333.95	485,333.95	26,658.89	138,480.19	346,853.76	71.47%
60 - EXPENSES - COMMODITIES	394,550.00	394,550.00	13,330.76	29,909.46	364,640.54	92.42%
70 - EXPENSES - CONTRACTUAL	2,166,575.00	2,166,575.00	192,926.13	659,621.14	1,506,953.86	69.55%
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	86,963.60	429,977.02	1,468,477.41	141.40%
Total Revenues	3,357,963.00	3,357,963.00	319,879.38	1,273,832.53	-2,084,130.47	62.07%
Total Expenses	4,396,463.39	4,396,463.39	232,915.78	843,855.51	3,552,607.88	80.81%
Fund: 530 - Sewer Utility Surplus (Deficit):	-1,038,500.39	-1,038,500.39	86,963.60	429,977.02	1,468,477.41	141.40%

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SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 540 - Solid Waste Utility						
Department: 540 - SOLID WASTE						
40 - REVENUES	760,000.00	760,000.00	70,531.55	283,806.98	-476,193.02	62.66%
70 - EXPENSES - CONTRACTUAL	660,000.00	660,000.00	53,287.95	159,249.99	500,750.01	75.87%
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	17,243.60	124,556.99	124,556.99	0.00%
Total Revenues	760,000.00	760,000.00	70,531.55	283,806.98	-476,193.02	62.66%
Total Expenses	760,000.00	760,000.00	53,287.95	159,249.99	600,750.01	79.05%
Fund: 540 - Solid Waste Utility Surplus (Deficit):	0.00	0.00	17,243.60	124,556.99	124,556.99	0.00%

Budget Report

For Fiscal: 2026 Pe

Section XV, Item A.

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SubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 550 - Stormwater Utility						
Department: 550 - STORMWATER						
40 - REVENUES	99,500.00	99,500.00	10,464.68	218,970.07	119,470.07	120.07%
70 - EXPENSES - CONTRACTUAL	10,000.00	10,000.00	3,939.10	3,939.10	6,060.90	60.61%
80 - EXPENSES - CAPITAL PROJECTS	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00%
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	6,525.58	215,030.97	425,530.97	202.15%
Total Revenues	99,500.00	99,500.00	10,464.68	218,970.07	119,470.07	120.07%
Total Expenses	310,000.00	310,000.00	3,939.10	3,939.10	306,060.90	98.73%
Fund: 550 - Stormwater Utility Surplus (Deficit):	-210,500.00	-210,500.00	6,525.58	215,030.97	425,530.97	202.15%
Report Surplus (Deficit):	-1,620,369.58	-1,620,369.58	157,236.70	2,417,426.11	4,037,795.69	249.19%

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	266.15	9,309.56	178,822.08
400 - Land Bank Fund	60,000.00	60,000.00	6,601.92	25,974.71	-34,025.29
410 - Bond & Interest	93,323.00	93,323.00	4,205.68	1,288,553.70	1,195,230.70
520 - Water Utility	-355,179.67	-355,179.67	35,430.17	324,023.16	679,202.83
530 - Sewer Utility	-1,038,500.39	-1,038,500.39	86,963.60	429,977.02	1,468,477.41
540 - Solid Waste Utility	0.00	0.00	17,243.60	124,556.99	124,556.99
550 - Stormwater Utility	-210,500.00	-210,500.00	6,525.58	215,030.97	425,530.97
Report Surplus (Deficit):	-1,620,369.58	-1,620,369.58	157,236.70	2,417,426.11	4,037,795.69

MANAGER’S REPORT

DATE: May 27, 2026
TO: Mayor Benage and City Council
FROM: Ted Henry, City Manager
RE: June 2, 2026 Agenda



Proclamation for National Flag Week - Flag Day occurs every year on June 14th, the date the United States Flag was created. The week of June 14th is designated as “National Flag Week”.

Consent Agenda

The Consent Agenda contains only the Minutes of the last City Council meeting on May 19, 2026.

Appropriations Ordinance

This appropriation ordinance encompasses 05/13/2026 through 05/26/2026 expenses and one payroll cycle. Expenditures amounted to \$653,400.63. Of the reported expenses, \$257,342.93 are infrastructure costs for new developments. These costs are paid through special assessments.

City Requested Appearances: None

Amendment to Chamber Funding Agreement for FY2026 (Item A)

The Bel Aire Area Chamber of Commerce has informed the City that it is unable to meet certain obligations under the current Funding Agreement. The proposed First Amendment modifies the agreement by relieving the Chamber of specific event-related requirements while encouraging continued volunteer support and organizational improvement efforts.

The amendment outlines expectations for the Chamber to pursue membership growth, explore partnership opportunities with neighboring chambers, review and update its mission statement, and report back to the City Council in late 2026 regarding its progress and future plans.

Ordinance for Building Code updates (Item B)

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

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. 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.

Construction Observation Agreement for Woodlawn between 37th and 45th Street (Item C)

The City of Bel Aire is currently reconstructing Woodlawn between 37th and 45th Street. PEC reengineered the project and with construction now underway, this work order will provide additional services to support project monitoring and delivery. Under the existing Master Services Agreement dated February 8, 2024, PEC provides engineering and consulting services for City projects. The work includes geotechnical support and construction administration activities during the reconstruction period.

Services include:

- Geotechnical engineering support, including pavement removal and excavation observation.
- Attendance at bi-weekly KDOT progress meetings.

- Weekly site visits to monitor contractor progress.
- Assistance with additional project meetings as requested.
- Bi-weekly written status updates on project progress.

PEC’s services will be billed on an hourly basis according to their approved rate schedule, in an amount not to exceed \$162,500. Staff recommends approval of Work Order No. 26-20 in an amount not to exceed \$162,500 for construction administration and geotechnical services related to the Woodlawn reconstruction.

Agreement for Replacement Grinder Pump, Harding Lift Station (Item D)

Harding lift station has one Flowserve pump and one newer Flygt grinder pump that controls the sewer flow to CCUA treatment plant. One pump is the original Flowserve pump that is failing. We have repaired this pump multiple times over the course of its lifetime. The original Flowserve pump is currently in need of additional repairs or replacement. Staff is recommending replacing one Flowserve pump with a new Flygt grinder pump. The Flygt Grinder Pumps are currently what the City have installed when replacing the Flowserve pumps at each of our lift stations. We have received bids for both the repair and replacement of one Flowserve pump at 37th and Harding lift station. The repair cost is included in bid package below. Staff ask council to consider the purchase of a new Flygt grinder pump which will match the current pump installed in 2024.

Fireworks Display Agreement, Waz Up Fireworks (Item E)

To celebrate the upcoming 250th anniversary of the founding of the United States, staff is proposing a community fireworks celebration in Bel Aire on July 11, 2026. The event would be held in conjunction with the City’s annual National Night Out celebration, a nationwide initiative focused on strengthening relationships between residents, law enforcement, fire services, and other public safety agencies. The celebration is intended to provide a family-friendly community event while honoring this significant milestone in American history. Staff has worked with Waz Up Fireworks to develop a proposed fireworks display agreement for a pyro-musical fireworks show lasting approximately ten to twelve minutes. The proposed display would include a combination of consumer and professional-grade fireworks synchronized to patriotic music. The proposed contract amount is \$10,000. Staff’s intent is to fund the event primarily through sponsorships, donations, and community support rather than through additional general operating expenditures.

Executive Session

Staff is not aware of the need for an Executive Session at this time.

Discussion & Future Issues –Workshop June 9th

The next City Council workshop is scheduled for June 9, 2026 at 7:00 p.m.