



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
April 01, 2025 7:00 PM



I. CALL TO ORDER: Mayor Jim Benage

II. ROLL CALL

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

III. OPENING PRAYER:

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. DETERMINE AGENDA ADDITIONS

VI. CONSENT AGENDA

A. Approval of Minutes of the March 18, 2025 City Council meeting.

B. Accept Petitions (4) for Paving, Sanitary Sewer, Drainage and Water Improvements to serve Sunflower Commerce Park 3rd Addition.

C. Adopt Resolutions (4) Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire; Making Certain Findings With Respect Thereto; And Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Paving, Sanitary Sewer, Stormwater Drainage, and Water Distribution System Improvements—Phase 2/Sunflower Commerce Park Third Addition).

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

Motion _____ Second _____ Vote _____

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 25-06 in the amount of \$705,325.00.

Action: Motion to (approve / deny / table) Appropriations Ordinance No. 25-06.

Motion _____ Second _____ Vote _____

VIII. CITY REQUESTED APPEARANCES

- A. **Markey Jonas, WAMPO Community Planner - Metropolitan Transportation Plan 2050 (MTP 2050)**
- B. **Greg Dane, President of the Bel Aire Area Chamber of Commerce**
- C. **Ken Lee, Garver Engineering - 45th Street Design, and 53rd Street Sidewalk**

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

X. REPORTS

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

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

- A. **VAC-25-01 Consideration of An Ordinance Approving the Recommendation of The Bel Aire Planning Commission recommending a Vacation Request in the City to Vacate a Platted 20' Wide Utility Easement on Lots 7 & 8, Block 1, Sunflower Commerce Park 3rd Addition, to construct a parking lot for the development of a warehouse, generally located at 5440 Sunflower Court, East 53rd Street and Webb Road.**

Action: Please choose one of the following (3) options.

1. Motion to approve the findings of fact and recommendation of the Planning Commission for VAC-25-01, Adopt the Ordinance as Presented, and authorize the Mayor to sign. (simple majority, 4 votes required)
2. Motion to override the findings of fact and recommendation of the Planning Commission for VAC-25-01, Adopt alternate findings, disapprove the Vacation request and Ordinance. (2/3 majority, 4 votes required)
3. Motion to return the findings of fact and recommendation of the Planning Commission for VAC-25-01 to the Planning Commission for further consideration, with a statement specifying the basis for failure to approve or disapprove, the statement is; _____. (simple majority, 4 votes required)

Motion _____

Second _____

Roll Call Vote:

Greg Davied _____

Tyler Dehn _____

Emily Hamburg _____

Tom Schmitz _____ John Welch _____ Mayor Jim Benage _____

B. Consideration of a Contract By And Between The City Of Bel Aire, Kansas, And Key Equipment & Supply Co (Sewer Easement Machine, Trade-In, and Trailer).

Action: Motion to (approve / deny / table) a Contract with Key Equipment & Supply Company, for a Sewer Easement Machine, Trade-In and Trailer, in the amount not to exceed \$_____ and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

C. Consideration of Change Order No 1 for Arthur Heights Estates for additional fire hydrant assembly in the amount not to exceed \$22,399.53.

Action: Motion to (accept / deny / table) Change Order No 1 for Arthur Heights Estates for additional fire hydrant assembly in the amount not to exceed \$22,399.53.

Motion _____ Second _____ Vote _____

D. Consideration of An Ordinance Pertaining to Impeding the Flow of Traffic

Action: Motion to (adopt / deny / table) An Ordinance Pertaining to Impeding the Flow of Traffic (as presented / as amended) and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

E. Consideration of approving a contingency fund for the construction of the Public Works Facility.

Action: Motion to approve the contingency fund of \$564,800.00 (10%) for the construction of the Public Works Facility and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

F. Consideration of the Annual En Banc Meeting of the CCUA Members to discuss the Budget, per Section 13.1 of the CCUA Bylaws adopted on 05/26/22.

Action: Motion to authorize CCUA to waive the Annual En Banc Meeting of the CCUA Members as required in Section 13.1 of the CCUA Bylaws adopted on 05/26/22 for the 2026 Budget, subject to a similar waiver by the City Council of Park City and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

XII. EXECUTIVE SESSION

A. Executive Session related to Pending Litigation

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

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

Motion _____ Second _____ Vote _____

B. City Manager's performance review

Action: Motion to recess into executive session to discuss the City Manager's performance review. The discussion will be pursuant to K.S.A. 75-4319 (b)(1) to discuss personnel matters of non-elected personnel. The meeting will be for a period of (_____) minutes, and the open meeting will resume in City Council Chambers at (_____) p.m.

Motion _____ Second _____ Vote _____

XIII. DISCUSSION AND FUTURE ISSUES

A. Next City Council Workshop, April 8th at 7:00 p.m.?

XIV. ADJOURNMENT

Action: Motion to adjourn.

Motion _____ Second _____ Vote _____

Additional Attachments:

A. City Manager's Report - April 1, 2025

Notice

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



MINUTES

CITY COUNCIL MEETING

7651 E. Central Park Ave, Bel Aire, KS
March 18, 2025 7:00 PM



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

II. ROLL CALL

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

Also present were City Manager Ted Henry, City Attorney Maria Schrock, City Engineer Anne Stephens, City Clerk Melissa Krehbiel, and bond counsel Kevin Cowan of Gilmore and Bell, P.A.

III. OPENING PRAYER: Father Terry Hedrick provided the opening prayer.

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Jim Benage led the pledge of allegiance.

V. DETERMINE AGENDA ADDITIONS: There were no additions.

VI. CONSENT AGENDA

- A. Approval of Minutes of the March 4, 2025 City Council meeting.**
- B. Approval of the City Council Special Meeting Minutes of March 11, 2025.**
- C. Accept Revised Petitions for Sanitary Sewer, Storm Water and Water Distribution System Improvements to serve Chapel Landing 6th Addition.**
- D. Adopt Resolutions (3) Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire; Making Certain Findings With Respect Thereto; Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Sanitary Sewer, Storm Water Sewer, and Water Distribution System Improvements/Chapel Landing 6th Addition); And Amending, Restating And Repealing Resolutions Nos. R-2024-07, R-2024-08, R-2024-09.**
- E. Accept Petitions for Phase 1 Paving, Sanitary Sewer, Storm Water Drainage, and Water Distribution System Improvements to serve Skyview at Webb Addition.**

- F. **Adopt Resolutions (4) Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire; Making Certain Findings With Respect Thereto; And Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Paving, Sanitary Sewer, Storm Water, and Water Distribution System Improvements/Skyview At Webb Addition - Phase 1).**
- G. **Accept Petitions for Phase 2 Paving, Sanitary Sewer, and Water Distribution System Improvements to serve Skyview at Webb Addition.**
- H. **Adopt Resolutions (3) Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire, Kansas; Making Certain Findings With Respect Thereto; And Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Paving, Sanitary Sewer, and Water Distribution System Improvements/Skyview At Webb Addition - Phase 2).**

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.***

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

- A. **Consideration of Appropriations Ordinance No. 25-05 in the amount of \$368,614.68.**

MOTION: Councilmember Dehn moved to approve Appropriations Ordinance No. 25-05. Councilmember Welch seconded the motion. ***Motion carried 5-0.***

VIII. CITY REQUESTED APPEARANCES

- A. **Barry Smith, Director of Finance - 2026 Budget Calendar**

Mr. Smith gave a brief overview of upcoming meetings to plan the 2026 Budget.

IX. CITIZEN CONCERNS: No one spoke.

X. REPORTS

- A. **Council Member Reports**

Councilmember Hamburg reported she attended the Sedgwick County Association of Cities (SCAC) meeting on March 8th. She reminded residents that they can appeal their property appraisal with the County Appraiser's office if they feel their property is over-valued.

Councilmember Dehn reported he attended the KDOT transportation safety conference, the Smart Growth Cities Champions Institute kickoff, and the latest mixer hosted by the Bel Aire Area Chamber of Commerce. He also attended the latest meetings of the South Central Kansas Transportation Coalition, WAMPO Safe Routes to School, and the K-254 Corridor Association steering committee.

B. Mayor's Report

Mayor Benage attended the latest meetings of SCAC and the Bel Aire Utility Advisory Committee (UAC).

On March 11th, Mayor Benage testified against two state legislative bills: HB2396 regarding the budget growth of cities and counties, and HRC5011 regarding property tax appraisals.

Regarding the Chisholm Creek Utility Authority (CCUA), the board held a special meeting on March 6th to approve bond resolutions to authorize facility improvements. On March 11th, the governing bodies of the partner cities, Bel Aire and Park City, approved related resolutions. Mayor Benage anticipates final approval of the bonds and construction contracts should happen at the next CCUA meeting.

C. City Attorney Report

City Attorney Maria Schrock gave a brief report about proposed state bills regarding contingency fee contracts, and KORA/ KOMA.

D. City Manager Report

City Manager Ted Henry gave an overview of upcoming park, street, subdivision, and commercial development projects.

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of an Agreement Concerning the Development of Skyview at Webb Addition, an Addition to the City of Bel Aire, Kansas.

MOTION: Councilmember Davied moved to approve an Agreement Concerning the Development of Skyview at Webb Addition, an Addition to the City of Bel Aire, Kansas and authorize the Mayor to sign. Councilmember Schmitz seconded the motion. *Motion carried 5-0.*

B. Consideration of the dedication of streets and other public ways, service and utility easements and land dedicated for public use as shown on the Final Plat of Skyview at Webb Addition (SD-24-04).

MOTION: Councilmember Davied moved to accept the dedications within the Skyview at Webb Addition and authorize all required signatures. Councilmember Welch seconded the motion. *Motion carried 5-0.*

C. Consideration of a bid for Water, Sanitary Sewer, Storm Sewer and Paving Improvements to serve Chapel Landing 6th Addition. Three bids were received:

<u>Bidder</u>	<u>Total Bid w/ Asphalt Paving</u>	<u>Total Bid w/ Concrete Paving</u>
<i>Engineer's Est.</i>	<i>\$1,411,435.00</i>	<i>\$1,411,435.00</i>
Dondlinger	\$2,198,702.65	\$2,375,334.65
Mies	\$1,982,486.95	\$2,119,499.15
Nowak	\$1,954,437.45	\$2,146,785.45

City Engineer Anne Stephens noted that the low bidder, Mies Construction, provided a revised quote, which was included in the Council's information packet for this meeting. On the revised quote, the total is \$1,996,499.15 for Concrete Paving, Water Distribution System, Sanitary Sewer and Storm Sewer.

MOTION: Councilmember Davied moved to accept the bid from Mies Construction for Concrete Paving and Water, Sanitary Sewer, and Storm Sewer Improvements to serve Chapel Landing 6th Addition in the amount not to exceed \$1,996,499.15 and authorize the Mayor to sign all related documents. Councilmember Welch seconded the motion. *Motion carried 5-0.*

D. Consideration Of An Ordinance Annexing Three Tracts Of Land Into The City Of Bel Aire, Kansas, Which Have A Common Boundary With The City of Bel Aire, Per The Request of Sedgwick County, And In Accordance With K.S.A. 12-520(e).

This item was first considered by the Council in December 2024 and was tabled at that time. Councilmembers discussed their desire for an agreement that would address shared costs and maintenance responsibilities between Bel Aire and Sedgwick County, and conversations between City Manager Ted Henry and the Sedgwick County Director of Public Works (Lynn Packer), regarding such an agreement.

MOTION: Councilmember Davied moved to adopt An Ordinance annexing the three tracts of land, as described in Sedgwick County Resolution 223-2024, into the City of Bel Aire, Kansas, and authorize the Mayor to sign, contingent upon certain maintenance as being presented by Mr. Packer and negotiated between Mr. Packer and Mr. Henry. Councilmember Dehn seconded the motion.

Discussion followed. Councilmembers asked for clarification about the previous motion and the scope of the governing body's power in this kind of annexation. City Attorney Maria Schrock referred to state statute and answered their questions.

SUBSTITUTE MOTION: Mayor Benage moved to adopt An Ordinance annexing the three tracts of land, as described in Sedgwick County Resolution 223-2024, into the City of Bel Aire, Kansas, and authorize the Mayor to sign. Councilmember Hamburg seconded the motion.

Roll Call Vote:

Greg Davied - <u>Aye</u>	Tyler Dehn - <u>Aye</u>	Emily Hamburg - <u>Aye</u>
Tom Schmitz - <u>Aye</u>	John Welch - <u>Nay</u>	Jim Benage - <u>Aye</u>

Motion carried 5-1.

E. Consideration of A Resolution Declaring The Entire Boundary Of The City Of Bel Aire, Kansas.

MOTION: Councilmember Davied moved to adopt the Resolution Declaring The Entire Boundary Of The City Of Bel Aire, Kansas, and authorize the Mayor to sign. Councilmember Dehn seconded the motion. ***Motion carried 5-0.***

F. Consideration of An Ordinance Relating To Illegal Camping

MOTION: Councilmember Schmitz moved to adopt An Ordinance Relating to Illegal Camping as presented and authorize the Mayor to sign. Councilmember Welch seconded the motion. ***Motion carried 5-0.***

XII. EXECUTIVE SESSION: No executive session was held.

XIII. DISCUSSION AND FUTURE ISSUES: The Council briefly discussed proclamations and groundbreaking for the new Public Works facility. No action was taken.

XIV. ADJOURNMENT

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

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

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk

PAVING PETITION

To the Mayor and City Council
City of Bel Aire, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lots 2-5, Block 1; Sunflower Commerce Park Third Addition, to Bel Aire,
Sedgwick County, Kansas.

do hereby petition, pursuant to the provisions of K.S.A. 1980 Supp. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed Paving Improvements to serve the above-described property. That said improvements be constructed with plans and specifications to be furnished by the undersigned to the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being Eight-Hundred and fifty thousand dollars (\$850,000) with 100% percent payable by the improvement district. Said estimated cost as above set forth may be increased to include interest or temporary finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after April 1, 2025.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

Lots 2-5, Block 1; Sunflower Commerce Park Third Addition, to Bel Aire,
Sedgwick County, Kansas.

Above-described improvement district shall pay 1/4 of the total cost of the improvements.


In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
Lots 2-5, Block 1; Sunflower Commerce Park Third Addition, to Bel Aire, Sedgwick County, Kansas.	By:  Michael Le, Owner	3-25-25

SANITARY PETITION

To the Mayor and City Council
City of Bel Aire, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lots 2-5, Block 1; Sunflower Commerce Park Third Addition, to Bel Aire,
Sedgwick County, Kansas.

do hereby petition, pursuant to the provisions of K.S.A. 1980 Supp. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed Sanitary Improvements to serve the above-described property. That said improvements be constructed with plans and specifications to be furnished by the undersigned to the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being One-million and Nine-hundred thousand dollars (\$1,900,000) with 100% percent payable by the improvement district. Said estimated cost as above set forth may be increased to include interest or temporary finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after April 1, 2025.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

Lots 2-5, Block 1; Sunflower Commerce Park Third Addition, to Bel Aire,
Sedgwick County, Kansas.

Above-described improvement district shall pay 1/4 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
Lots 2-5, Block 1; Sunflower Commerce Park Third Addition, to Bel Aire, Sedgwick County, Kansas.	By:  Michael Le, Owner	3-25-25

DRAINAGE PETITION

To the Mayor and City Council
City of Bel Aire, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lots 2-5, Block 1; Sunflower Commerce Park Third Addition, to Bel Aire,
Sedgwick County, Kansas.

do hereby petition, pursuant to the provisions of K.S.A. 1980 Supp. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed Drainage Improvements to serve the above-described property. That said improvements be constructed with plans and specifications to be furnished by the undersigned to the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being Three-hundred and fifty thousand dollars (\$350,000) with 100% percent payable by the improvement district. Said estimated cost as above set forth may be increased to include interest or temporary finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after April 1, 2025.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

Lots 2-5, Block 1; Sunflower Commerce Park Third Addition, to Bel Aire,
Sedgwick County, Kansas.

Above-described improvement district shall pay 1/4 of the total cost of the improvements.


In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
Lots 2-5, Block 1; Sunflower Commerce Park Third Addition, to Bel Aire, Sedgwick County, Kansas.	By:  Michael Le, Owner	3-25-25

WATER PETITION

To the Mayor and City Council
City of Bel Aire, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lots 2-5, Block 1; Sunflower Commerce Park Third Addition, to Bel Aire,
Sedgwick County, Kansas.

do hereby petition, pursuant to the provisions of K.S.A. 1980 Supp. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed water improvements to serve the above-described property. That said improvements be constructed with plans and specifications to be furnished by the undersigned to the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being Five-Hundred thousand dollars (\$500,000) with 100% percent payable by the improvement district. Said estimated cost as above set forth may be increased to include interest or temporary finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after April 1, 2025.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

Lots 2-5, Block 1; Sunflower Commerce Park Third Addition, to Bel Aire,
Sedgwick County, Kansas.

Above-described improvement district shall pay $\frac{1}{4}$ of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION

SIGNATURE

DATE

Lots 2-5, Block 1;
Sunflower Commerce Park
Third Addition, to Bel Aire,
Sedgwick County, Kansas.

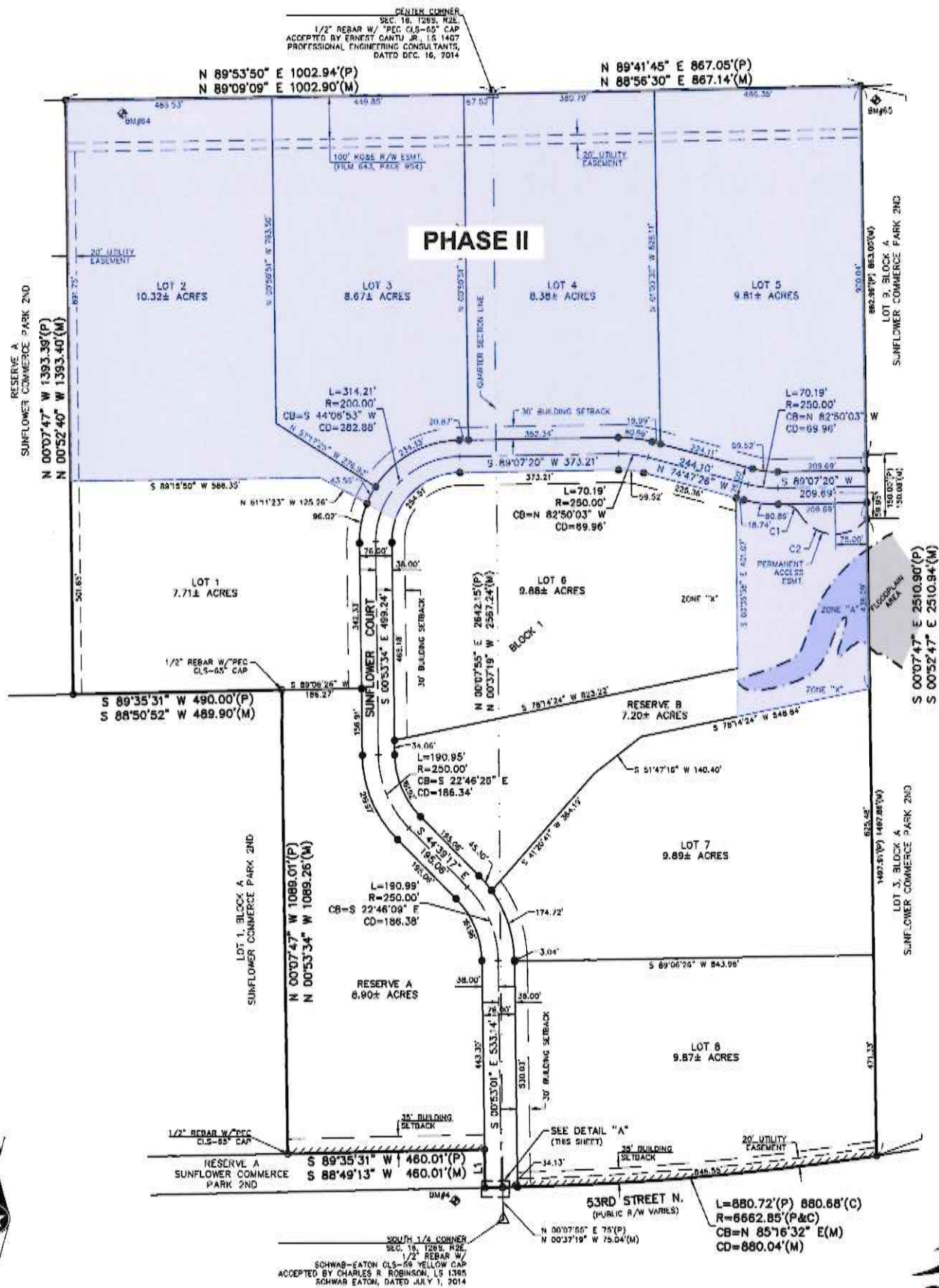
By:



Michael Le, Owner

3-25-25

**SUNFLOWER COMMERCE
PARK PHASE II**
BEL AIRE, KS



Gilmore & Bell, P.C.
03/25/2025

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BELAIRE, KANSAS
HELD ON APRIL 1, 2025

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

Absent:

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

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BELAIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS—PHASE 2/SUNFLOWER COMMERCE PARK THIRD ADDITION).

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

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-25-_____ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

Gilmore & Bell, P.C.
03/25/2025

(PUBLISHED ON THE CITY WEBSITE, *WWW.BELAIRESKS.GOV*, ON APRIL __, 2025)

RESOLUTION NO. R-25-_____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS—PHASE 2/SUNFLOWER COMMERCE PARK THIRD ADDITION).

WHEREAS, a Petition was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the "Improvements"):

That there be constructed Paving Improvements to serve the Improvement District below.
That said improvements be constructed with plans and specifications to be furnished to the City Engineer of the City of Bel Aire, Kansas.

(b) The estimated or probable cost of the Improvements is: \$850,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after April 1, 2025.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Lots 2 through 5, Block 1; Sunflower Commerce Park, 3rd Addition, to the City of Bel Aire, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement or which the Improvement District shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 2 through 5, Block 1, Sunflower Commerce Park, 3rd Addition, to the City of Bel Aire, Sedgwick County, Kansas, shall each pay 1/4 of the total assessed cost of the Improvements.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be calculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other Improvements.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If the Improvements are abandoned, altered and/or constructed privately in part or whole that precludes building the Improvements under the authority of this Resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of this Resolution. In addition, if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City to redesign, repair or reconstruct the Improvements after initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvements shall be assessed to the property described above in accordance with the terms of this Resolution.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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ADOPTED by the governing body of the City on April 1, 2025.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on April 1, 2025 as the same appears of record in my office.

DATED: April 1, 2025.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
03/25/2025

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BELAIRE, KANSAS
HELD ON APRIL 1, 2025

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

Absent:

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

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BELAIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS—PHASE 2/SUNFLOWER COMMERCE PARK THIRD ADDITION).

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

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-25-_____ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

Gilmore & Bell, P.C.
03/25/2025

(PUBLISHED ON THE CITY WEBSITE, *WWW.BELAIRESKS.GOV*, ON APRIL __, 2025)

RESOLUTION NO. R-25-_____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS—PHASE 2/SUNFLOWER COMMERCE PARK THIRD ADDITION).

WHEREAS, a Petition was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the "Improvements"):

That there be constructed Sanitary Sewer Improvements to serve the Improvement District below. That said improvements be constructed with plans and specifications to be furnished to the City Engineer of the City of Bel Aire, Kansas.

(b) The estimated or probable cost of the Improvements is: \$1,900,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after April 1, 2025.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Lots 2 through 5, Block 1; Sunflower Commerce Park, 3rd Addition, to the City of Bel Aire, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement or which the Improvement District shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 2 through 5, Block 1, Sunflower Commerce Park, 3rd Addition, to the City of Bel Aire, Sedgwick County, Kansas, shall each pay 1/4 of the total assessed cost of the Improvements.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be calculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other Improvements.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If the Improvements are abandoned, altered and/or constructed privately in part or whole that precludes building the Improvements under the authority of this Resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of this Resolution. In addition, if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City to redesign, repair or reconstruct the Improvements after initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvements shall be assessed to the property described above in accordance with the terms of this Resolution.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on April 1, 2025.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on April 1, 2025 as the same appears of record in my office.

DATED: April 1, 2025.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
03/25/2025

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BELAIRE, KANSAS
HELD ON APRIL 1, 2025

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

Absent:

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

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BELAIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORMWATER DRAINAGE IMPROVEMENTS—PHASE 2/SUNFLOWER COMMERCE PARK THIRD ADDITION).

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

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-25-_____ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

Gilmore & Bell, P.C.
03/25/2025

(PUBLISHED ON THE CITY WEBSITE, *WWW.BELAIRESKS.GOV*, ON APRIL __, 2025)

RESOLUTION NO. R-25-_____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORMWATER DRAINAGE IMPROVEMENTS—PHASE 2/SUNFLOWER COMMERCE PARK THIRD ADDITION).

WHEREAS, a Petition was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the "Improvements"):

That there be constructed Drainage Improvements to serve the Improvement District below.
That said improvements be constructed with plans and specifications to be furnished to the City Engineer of the City of Bel Aire, Kansas.

(b) The estimated or probable cost of the Improvements is: \$350,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after April 1, 2025.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Lots 2 through 5, Block 1; Sunflower Commerce Park, 3rd Addition, to the City of Bel Aire, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement or which the Improvement District shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 2 through 5, Block 1, Sunflower Commerce Park, 3rd Addition, to the City of Bel Aire, Sedgwick County, Kansas, shall each pay 1/4 of the total assessed cost of the Improvements.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be calculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other Improvements.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If the Improvements are abandoned, altered and/or constructed privately in part or whole that precludes building the Improvements under the authority of this Resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of this Resolution. In addition, if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City to redesign, repair or reconstruct the Improvements after initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvements shall be assessed to the property described above in accordance with the terms of this Resolution.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on April 1, 2025.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on April 1, 2025 as the same appears of record in my office.

DATED: April 1, 2025.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
03/25/2025

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BELAIRE, KANSAS
HELD ON APRIL 1, 2025

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

Absent:

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

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BELAIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER SYSTEM IMPROVEMENTS—PHASE 2/SUNFLOWER COMMERCE PARK THIRD ADDITION).

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

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-25-_____ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

Gilmore & Bell, P.C.
03/25/2025

(PUBLISHED ON THE CITY WEBSITE, *WWW.BELAIRESKS.GOV*, ON APRIL __, 2025)

RESOLUTION NO. R-25-_____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER SYSTEM IMPROVEMENTS—PHASE 2/SUNFLOWER COMMERCE PARK THIRD ADDITION).

WHEREAS, a Petition was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the "Improvements"):

That there be constructed Water System Improvements to serve the Improvement District below. That said improvements be constructed with plans and specifications to be furnished to the City Engineer of the City of Bel Aire, Kansas.

(b) The estimated or probable cost of the Improvements is: \$500,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after April 1, 2025.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Lots 2 through 5, Block 1; Sunflower Commerce Park, 3rd Addition, to the City of Bel Aire, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement or which the Improvement District shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 2 through 5, Block 1, Sunflower Commerce Park, 3rd Addition, to the City of Bel Aire, Sedgwick County, Kansas, shall each pay 1/4 of the total assessed cost of the Improvements.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be calculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other Improvements.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If the Improvements are abandoned, altered and/or constructed privately in part or whole that precludes building the Improvements under the authority of this Resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of this Resolution. In addition, if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City to redesign, repair or reconstruct the Improvements after initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvements shall be assessed to the property described above in accordance with the terms of this Resolution.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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ADOPTED by the governing body of the City on April 1, 2025.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on April 1, 2025 as the same appears of record in my office.

DATED: April 1, 2025.

Melissa Krehbiel, Clerk



City of Bel Aire, KS

Section VII, Item A.

APPROPRIATE By Vendor Name

Payment Dates 3/13/2025 - 3/25/2025

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor: 2122 - AIR CAPITOL EXTERMINATING					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	03/13/2025	03/21/2025		19.50
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	03/13/2025	03/21/2025		11.70
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	03/13/2025	03/21/2025		23.40
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	03/13/2025	03/21/2025		23.40
Vendor 2122 - AIR CAPITOL EXTERMINATING Total:					78.00
Vendor: 1042 - ASCAP					
ASCAP	MUSIC LICENSE RENEWAL 2025	03/06/2025	03/14/2025		111.25
ASCAP	MUSIC LICENSE RENEWAL 2025	03/06/2025	03/14/2025		111.25
ASCAP	MUSIC LICENSE RENEWAL 2025	03/06/2025	03/14/2025		111.25
ASCAP	MUSIC LICENSE RENEWAL 2025	03/06/2025	03/14/2025		111.25
Vendor 1042 - ASCAP Total:					445.00
Vendor: 1864 - AUTOZONE STORES, INC					
AUTOZONE STORES, INC	VEHICLE REPAIR/MAINT	03/18/2025	03/21/2025		15.47
Vendor 1864 - AUTOZONE STORES, INC Total:					15.47
Vendor: 2925 - BARRY SMITH					
BARRY SMITH	TRAVEL/CONFERENCE	03/13/2025	03/21/2025		453.36
Vendor 2925 - BARRY SMITH Total:					453.36
Vendor: 0472 - BEALL & MITCHELL, LLC					
BEALL & MITCHELL, LLC	02/25 JUDGE TERRY BEALL/C...	03/19/2025	03/21/2025		1,237.98
BEALL & MITCHELL, LLC	03/25 JUDGE TERRY BEALL/C...	03/19/2025	03/21/2025		1,237.98
Vendor 0472 - BEALL & MITCHELL, LLC Total:					2,475.96
Vendor: 0055 - BEL AIRE BREEZE -STRUNK PUBLISHING, LLC					
ARK VALLEY NEWS	BREEZE AD	03/13/2025	03/21/2025		500.00
Vendor 0055 - BEL AIRE BREEZE -STRUNK PUBLISHING, LLC Total:					500.00
Vendor: 0102 - BOBCAT WHITE STAR - BERRY COMPANIES, INC					
WHITE STAR MACHINERY & SPL VEH/EQUIP REPAIR-MAINT		03/05/2025	03/14/2025		282.48
WHITE STAR MACHINERY & SPL VEH/EQUIP REPAIR-MAINT		03/05/2025	03/14/2025		282.47
WHITE STAR MACHINERY & SPL VEH/EQUIP REPAIR-MAINT		03/05/2025	03/14/2025		282.47
WHITE STAR MACHINERY & SPL VEH/EQUIP REPAIR-MAINT		03/05/2025	03/14/2025		282.47
Vendor 0102 - BOBCAT WHITE STAR - BERRY COMPANIES, INC Total:					1,129.89
Vendor: 2095 - CENTRAL MECHANICAL WICHITA,LLC					
CENTRAL MECHANICAL WICHITA,LLC	CH HVAC REPAIR	03/04/2025	03/14/2025		1,450.68
CENTRAL MECHANICAL WICHITA,LLC	REC-BRONZE-S AGREEMENT	03/04/2025	03/14/2025		575.48
CENTRAL MECHANICAL WICHITA,LLC	CH ANNUAL HVAC SERVICE A...	03/04/2025	03/14/2025		1,465.72
Vendor 2095 - CENTRAL MECHANICAL WICHITA,LLC Total:					3,491.88
Vendor: 0170 - CHISHOLM CREEK UTILITY AUTH.					
CHISHOLM CREEK UTILITY AUTH.	02/25 CUA CONTINGENCY	03/13/2025	03/21/2025		3,000.00
CHISHOLM CREEK UTILITY AUTH.	02/25 CUA CONTINGENCY	03/13/2025	03/21/2025		2,820.00
Vendor 0170 - CHISHOLM CREEK UTILITY AUTH. Total:					5,820.00
Vendor: 0028 - CINTAS CORPORATION					
CINTAS CORPORATION	PW UNIFORMS/TOWELS	03/19/2025	03/21/2025		129.37
CINTAS CORPORATION	PW UNIFORMS/TOWELS	03/19/2025	03/21/2025		88.92
CINTAS CORPORATION	PW UNIFORMS/TOWELS	03/19/2025	03/21/2025		217.82
CINTAS CORPORATION	PW UNIFORMS/TOWELS	03/19/2025	03/21/2025		131.92
CINTAS CORPORATION	PD MATS	03/19/2025	03/21/2025		137.02
CINTAS CORPORATION	PW UNIFORMS/TOWELS	03/19/2025	03/21/2025		82.44
CINTAS CORPORATION	PW UNIFORMS/TOWELS	03/19/2025	03/21/2025		41.49
CINTAS CORPORATION	PW UNIFORMS/TOWELS	03/19/2025	03/21/2025		206.82
CINTAS CORPORATION	PW UNIFORMS/TOWELS	03/19/2025	03/21/2025		85.50

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
CINTAS CORPORATION	PD MATS	03/19/2025	03/21/2025		137.02
Vendor 0028 - CINTAS CORPORATION Total:					1,258.32
Vendor: 2062 - CORE & MAIN LP					
CORE & MAIN LP	WATER METER SUPPLIES	03/10/2025	03/14/2025		4,585.00
CORE & MAIN LP	WATER METER SUPPLIES	03/10/2025	03/14/2025		2,782.06
Vendor 2062 - CORE & MAIN LP Total:					7,367.06
Vendor: 0050 - COX COMMUNICATIONS, INC					
COX COMMUNICATIONS, INC	INTERNET/PHONE SERVICE	03/20/2025	03/16/2025		71.26
COX COMMUNICATIONS, INC	INTERNET/PHONE SERVICE	03/20/2025	03/16/2025		26.72
COX COMMUNICATIONS, INC	INTERNET/PHONE SERVICE	03/20/2025	03/16/2025		26.72
COX COMMUNICATIONS, INC	INTERNET/PHONE SERVICE	03/20/2025	03/16/2025		53.45
COX COMMUNICATIONS, INC	INTERNET/PHONE SERVICE	03/20/2025	03/16/2025		356.32
COX COMMUNICATIONS, INC	INTERNET/PHONE SERVICE	03/20/2025	03/16/2025		89.08
COX COMMUNICATIONS, INC	INTERNET/PHONE SERVICE	03/20/2025	03/16/2025		89.08
COX COMMUNICATIONS, INC	INTERNET/PHONE SERVICE	03/20/2025	03/16/2025		89.08
COX COMMUNICATIONS, INC	INTERNET/PHONE SERVICE	03/20/2025	03/16/2025		89.08
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC-PW	03/20/2025	03/16/2025		63.67
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC-PW	03/20/2025	03/16/2025		63.67
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC-PW	03/20/2025	03/16/2025		63.67
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC-PW	03/20/2025	03/16/2025		63.67
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC-REC	03/20/2025	03/16/2025		154.95
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC-WAT	03/20/2025	03/16/2025		193.69
Vendor 0050 - COX COMMUNICATIONS, INC Total:					1,494.11
Vendor: T1406 - CROSSLAND CONSTRUCTION CO, INC.					
CROSSLAND CONSTRUCTION ...	CONSTRUCTION - PW BLDG	03/19/2025	03/21/2025	001-8886	156,973.60
Vendor T1406 - CROSSLAND CONSTRUCTION CO, INC. Total:					156,973.60
Vendor: 2599 - CULLIGAN OF WICHITA / WICHITA WATER CONDITIONING, INC					
HALL'S CULLIGAN WATER	WATER SERVICE - PD/CH	03/06/2025	03/14/2025		25.00
HALL'S CULLIGAN WATER	WATER SERVICE - PD/CH	03/06/2025	03/14/2025		25.00
HALL'S CULLIGAN WATER	WATER SERVICE - CH/PD	03/06/2025	03/14/2025		29.50
HALL'S CULLIGAN WATER	WATER SERVICE - CH/PD	03/06/2025	03/14/2025		29.50
HALL'S CULLIGAN WATER	WATER SERVICE - PW	03/11/2025	03/14/2025		13.56
HALL'S CULLIGAN WATER	WATER SERVICE - PW	03/11/2025	03/14/2025		13.56
HALL'S CULLIGAN WATER	WATER SERVICE - PW	03/11/2025	03/14/2025		13.57
HALL'S CULLIGAN WATER	WATER SERVICE - PW	03/11/2025	03/14/2025		13.56
Vendor 2599 - CULLIGAN OF WICHITA / WICHITA WATER CONDITIONING, INC Total:					163.25
Vendor: 1759 - DAVIS-MOORE AUTOMOTIVE INC					
DAVIS-MOORE AUTOMOTIVE ...	VEHICLE REPAIR/MAINT	03/10/2025	03/14/2025		153.60
DAVIS-MOORE AUTOMOTIVE ...	VEHICLE REPAIR/MAINT	03/10/2025	03/14/2025		153.59
DAVIS-MOORE AUTOMOTIVE ...	VEHICLE REPAIR/MAINT	03/10/2025	03/14/2025		153.59
DAVIS-MOORE AUTOMOTIVE ...	VEHICLE REPAIR/MAINT	03/10/2025	03/14/2025		153.59
Vendor 1759 - DAVIS-MOORE AUTOMOTIVE INC Total:					614.37
Vendor: 0214 - DIGITAL OFFICE SYSTEMS - DOS					
DIGITAL OFFICE SYSTEMS - DOS	PD COPIER OVERAGE	03/04/2025	03/14/2025		46.59
Vendor 0214 - DIGITAL OFFICE SYSTEMS - DOS Total:					46.59
Vendor: 1802 - EMPOWER RETIREMENT 457					
EMPOWER RETIREMENT 457	457 CITY MANAGER	03/13/2025	03/13/2025		500.00
EMPOWER RETIREMENT 457	457 EMP VOLUNTARY	03/13/2025	03/13/2025		562.00
Vendor 1802 - EMPOWER RETIREMENT 457 Total:					1,062.00
Vendor: 0046 - EVERGY KANSAS CENTRAL INC					
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	03/20/2025	03/17/2025		8,447.36
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	03/20/2025	03/21/2025		30.21
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	03/20/2025	03/21/2025		55.45
EVERGY KANSAS CENTRAL INC	LIFT STATION	03/20/2025	03/20/2025		148.58
Vendor 0046 - EVERGY KANSAS CENTRAL INC Total:					8,681.60
Vendor: 0587 - FEDERAL EXPRESS CORPORATION					
FEDEX EXPRESS	WATER SAMPLES	03/21/2025	03/21/2025		60.71

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
FEDEX EXPRESS	SHIPPING/HANDLING	03/13/2025	03/21/2025		442.11
Vendor 0587 - FEDERAL EXPRESS CORPORATION Total:					502.82

Vendor: 0010 - FICA/FEDERAL W/H

FICA/FEDERAL W/H	FEDERAL W/H TAXES	03/13/2025	03/13/2025		-5.69
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	03/13/2025	03/13/2025		11,962.64
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	03/13/2025	03/13/2025		271.80
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	03/13/2025	03/13/2025		1,189.38
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	03/13/2025	03/13/2025		1,643.70
FICA/FEDERAL W/H	FEDERAL W/H TAXES	03/13/2025	03/13/2025		7,907.02
FICA/FEDERAL W/H	FEDERAL W/H TAXES	03/13/2025	03/13/2025		128.97
FICA/FEDERAL W/H	FEDERAL W/H TAXES	03/13/2025	03/13/2025		545.19
FICA/FEDERAL W/H	FEDERAL W/H TAXES	03/13/2025	03/13/2025		1,254.38
FICA/FEDERAL W/H	MEDICARE/FICA	03/13/2025	03/13/2025		2,797.70
FICA/FEDERAL W/H	MEDICARE/FICA	03/13/2025	03/13/2025		63.56
FICA/FEDERAL W/H	MEDICARE/FICA	03/13/2025	03/13/2025		278.24
FICA/FEDERAL W/H	MEDICARE/FICA	03/13/2025	03/13/2025		384.34
Vendor 0010 - FICA/FEDERAL W/H Total:					28,421.23

Vendor: 0068 - GALLS, LLC

GALLS, LLC	PD SUPPLIES	03/05/2025	03/14/2025		37.71
GALLS, LLC	UNIFORMS	03/10/2025	03/14/2025		186.74
GALLS, LLC	PD SUPPLIES	03/10/2025	03/14/2025		10.45
GALLS, LLC	UNIFORMS	03/10/2025	03/14/2025		16.96
GALLS, LLC	UNIFORMS	03/05/2025	03/14/2025		9.41
GALLS, LLC	PD SUPPLIES	03/10/2025	03/14/2025		248.90
Vendor 0068 - GALLS, LLC Total:					510.17

Vendor: 2081 - GARVER

GARVER	53RD OLIVER-WOODLAWN DE...	12/31/2024	03/14/2025	002-8882	424.50
GARVER	45TH OLIVER-WOODLAWN DI...	03/05/2025	03/14/2025	021-8832	14,194.28
GARVER	ARTHUR HEIGHTS ENGINEERI...	03/05/2025	03/14/2025	012-8861	276.86
GARVER	CITY OF BEL AIRE KS MSA	03/05/2025	03/14/2025		2,259.90
GARVER	53RD OLIVER-WOODLAWN DE...	03/05/2025	03/14/2025	002-8882	137.00
GARVER	CHAPEL LANDING 5TH	03/05/2025	03/14/2025	007-8832	3,550.00
GARVER	SKYVIEW 2ND ADD PH 2	03/05/2025	03/14/2025	006-8832	18,519.00
GARVER	SKYVIEW 2ND ADD PH 2	03/05/2025	03/14/2025	006-8860	113.00
GARVER	SKYVIEW 2ND ADD PH 2	03/05/2025	03/14/2025	006-8861	3,778.35
GARVER	SKYVIEW 2ND ADD PH 2	03/05/2025	03/14/2025	006-8862	986.20
Vendor 2081 - GARVER Total:					44,239.09

Vendor: 2470 - IDEATEK TELECOM

IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	03/04/2025	03/14/2025		43.82
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	03/04/2025	03/14/2025		21.91
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	03/04/2025	03/14/2025		65.73
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	03/04/2025	03/14/2025		65.73
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	03/04/2025	03/14/2025		21.91
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	03/04/2025	03/14/2025		43.82
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	03/04/2025	03/14/2025		197.19
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	03/04/2025	03/14/2025		31.71
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	03/04/2025	03/14/2025		109.82
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	03/04/2025	03/14/2025		27.45
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	03/04/2025	03/14/2025		23.76
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	03/04/2025	03/14/2025		54.78
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	03/04/2025	03/14/2025		14.26
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	03/04/2025	03/14/2025		50.43
IDEATEK TELECOM	IDEATEK MONTHLY PHONE SE...	03/04/2025	03/14/2025		72.33
Vendor 2470 - IDEATEK TELECOM Total:					844.65

Vendor: 2438 - IMA FINANCIAL GROUP, INC

IMA FINANCIAL GROUP, INC	HEALTH BENEFITS ADMIN MT...	03/13/2025	03/21/2025		833.00
Vendor 2438 - IMA FINANCIAL GROUP, INC Total:					833.00

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor: 2582 - IMAGINE IT INC					
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/19/2025	03/21/2025		11.07
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/19/2025	03/21/2025		5.59
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/19/2025	03/21/2025		16.77
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/19/2025	03/21/2025		16.77
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/19/2025	03/21/2025		5.59
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/19/2025	03/21/2025		11.07
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/19/2025	03/21/2025		95.38
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/19/2025	03/21/2025		22.36
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/19/2025	03/21/2025		11.07
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/19/2025	03/21/2025		27.95
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/19/2025	03/21/2025		5.59
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/19/2025	03/21/2025		27.95
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/19/2025	03/21/2025		28.07
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/19/2025	03/21/2025		9.89
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/19/2025	03/21/2025		5.00
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/19/2025	03/21/2025		14.99
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/19/2025	03/21/2025		14.99
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/19/2025	03/21/2025		5.00
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/19/2025	03/21/2025		9.89
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/19/2025	03/21/2025		85.26
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/19/2025	03/21/2025		19.99
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/19/2025	03/21/2025		9.89
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/19/2025	03/21/2025		24.99
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/19/2025	03/21/2025		5.00
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/19/2025	03/21/2025		24.99
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	03/19/2025	03/21/2025		25.09
Vendor 2582 - IMAGINE IT INC Total:					540.20
Vendor: 2715 - INFOSEND INC					
INFOSEND INC	UTILITY INSERT	03/04/2025	03/14/2025		67.84
INFOSEND INC	UTILITY INSERT	03/04/2025	03/14/2025		67.84
INFOSEND INC	UTILITY INSERT	03/04/2025	03/14/2025		67.85
INFOSEND INC	UTILITY LATE NOTICES	03/04/2025	03/14/2025		230.02
INFOSEND INC	UTILITY BILLS	03/04/2025	03/14/2025		745.48
INFOSEND INC	UTILITY BILLS	03/04/2025	03/14/2025		745.47
INFOSEND INC	UTILITY LATE NOTICES	03/04/2025	03/14/2025		230.01
Vendor 2715 - INFOSEND INC Total:					2,154.51
Vendor: 0278 - INTERNATIONAL CODE COUNCIL,INC					
INTERNATIONAL CODE COUNC..	RESIDENTIAL BLDG INSPECTOR..	03/12/2025	03/14/2025		69.00
Vendor 0278 - INTERNATIONAL CODE COUNCIL,INC Total:					69.00
Vendor: 2786 - JAY C HINKEL, ATTORNEY AT LAW					
JAY C HINKEL, ATTORNEY AT L...	LEGAL SERVICES	03/24/2025	03/24/2025		1,343.10
JAY C HINKEL, ATTORNEY AT L...	LEGAL SERVICES	03/05/2025	03/24/2025		643.50
JAY C HINKEL, ATTORNEY AT L...	LEGAL SERVICES	03/05/2025	03/24/2025		176.55
JAY C HINKEL, ATTORNEY AT L...	LEGAL SERVICES	03/05/2025	03/24/2025		660.00
JAY C HINKEL, ATTORNEY AT L...	LEGAL SERVICES	03/05/2025	03/24/2025		2,163.15
Vendor 2786 - JAY C HINKEL, ATTORNEY AT LAW Total:					4,986.30
Vendor: 2083 - JCI INDUSTRIES, INC.					
JCI INDUSTRIES, INC.	EQUIPMENT REPAIR	03/13/2025	03/21/2025		1,683.10
JCI INDUSTRIES, INC.	EQUIPMENT REPAIR	03/13/2025	03/21/2025		1,683.10
JCI INDUSTRIES, INC.	EQUIPMENT REPAIR	03/13/2025	03/21/2025		1,683.10
JCI INDUSTRIES, INC.	EQUIPMENT REPAIR	03/13/2025	03/21/2025		1,683.10
Vendor 2083 - JCI INDUSTRIES, INC. Total:					6,732.40
Vendor: 0091 - JOHNSON CONTROLS FIRE PROTECTI					
JOHNSON CONTROLS FIRE PR...	FIRE ALARM TESTING/REPAIR	03/13/2025	03/21/2025		787.76
Vendor 0091 - JOHNSON CONTROLS FIRE PROTECTI Total:					787.76
Vendor: 0196 - K P E R S					
K P E R S	KP&F	03/13/2025	03/13/2025		10,962.16

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
K P E R S	KPERS 1	03/13/2025	03/13/2025		896.13
K P E R S	KPERS 1	03/13/2025	03/13/2025		393.19
K P E R S	KPERS 1	03/13/2025	03/13/2025		484.61
K P E R S	KPERS 2	03/13/2025	03/13/2025		1,979.65
K P E R S	KPERS 2	03/13/2025	03/13/2025		312.78
K P E R S	KPERS 3	03/13/2025	03/13/2025		7,160.35
K P E R S	KPERS 3	03/13/2025	03/13/2025		1,336.33
K P E R S	KPERS 3	03/13/2025	03/13/2025		1,706.54
K P E R S	KP&F	03/13/2025	03/13/2025		253.49
Vendor 0196 - K P E R S Total:					25,485.23
Vendor: 0197 - KANSAS DEPT OF REVENUE					
KANSAS DEPT OF REVENUE	KS STATE W/H	03/13/2025	03/13/2025		4,545.95
KANSAS DEPT OF REVENUE	KS STATE W/H	03/13/2025	03/13/2025		79.18
KANSAS DEPT OF REVENUE	KS STATE W/H	03/13/2025	03/13/2025		420.45
KANSAS DEPT OF REVENUE	KS STATE W/H	03/13/2025	03/13/2025		637.40
Vendor 0197 - KANSAS DEPT OF REVENUE Total:					5,682.98
Vendor: 0075 - KANSAS ONE-CALL SYSTEM, INC.					
KANSAS ONE-CALL SYSTEM, I...	LOCATE FEES: 214 FOR 02/25	03/04/2025	03/14/2025		142.31
KANSAS ONE-CALL SYSTEM, I...	LOCATE FEES: 214 FOR 02/25	03/04/2025	03/14/2025		142.31
Vendor 0075 - KANSAS ONE-CALL SYSTEM, INC. Total:					284.62
Vendor: 0074 - KANSAS STATE TREASURER					
KANSAS STATE TREASURER	COURT FEES	03/04/2025	03/14/2025		221.00
KANSAS STATE TREASURER	COURT FEES	03/04/2025	03/14/2025		1,010.67
KANSAS STATE TREASURER	COURT FEES	03/04/2025	03/14/2025		393.00
KANSAS STATE TREASURER	COURT FEES	03/04/2025	03/14/2025		42.00
KANSAS STATE TREASURER	COURT FEES	03/04/2025	03/14/2025		962.50
KANSAS STATE TREASURER	COURT FEES	03/04/2025	03/14/2025		40.00
Vendor 0074 - KANSAS STATE TREASURER Total:					2,669.17
Vendor: 0836 - KANZA CO-OPERATIVE ASSOCIATION					
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	03/11/2025	03/14/2025		50.51
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	03/11/2025	03/14/2025		202.07
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	03/11/2025	03/14/2025		31.01
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	03/11/2025	03/14/2025		134.72
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	03/11/2025	03/14/2025		496.02
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	03/11/2025	03/14/2025		151.56
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	03/11/2025	03/14/2025		93.00
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	03/11/2025	03/14/2025		134.72
Vendor 0836 - KANZA CO-OPERATIVE ASSOCIATION Total:					1,293.61
Vendor: 2869 - KU LAW ENFORCEMENT TRAINING CENTER					
KU LAW ENFORCEMENT TRAIN..	FRONTLINE SUPERVISION TRA...	03/13/2025	03/21/2025		750.00
Vendor 2869 - KU LAW ENFORCEMENT TRAINING CENTER Total:					750.00
Vendor: 2890 - KYLEE STUCKEY					
KYLEE STUCKEY	WITNESS FEES	03/05/2025	03/14/2025		10.00
Vendor 2890 - KYLEE STUCKEY Total:					10.00
Vendor: 1392 - LAUTZ LAW LLC					
LAUTZ LAW LLC	COURT APPT. ATTY. SERVICES	03/04/2025	03/14/2025		100.00
Vendor 1392 - LAUTZ LAW LLC Total:					100.00
Vendor: 0179 - LEAGUE OF KS MUNICIPALITIES					
LEAGUE OF KS MUNICIPALITIES	TRAINING & CONFERENCES	03/05/2025	03/14/2025		50.00
LEAGUE OF KS MUNICIPALITIES	LABOR LAW POSTERS	03/19/2025	03/21/2025		164.00
Vendor 0179 - LEAGUE OF KS MUNICIPALITIES Total:					214.00
Vendor: 2687 - LEASE FINANCE PARTNERS					
LEASE FINANCE PARTNERS	36822QT: 02/25:PD COPIER	03/10/2025	03/14/2025		141.63
Vendor 2687 - LEASE FINANCE PARTNERS Total:					141.63
Vendor: 0225 - LEE REED ENGRAVING, INC					
LEE REED ENGRAVING, INC	SERVICE PLAQUES	03/05/2025	03/14/2025		72.00
Vendor 0225 - LEE REED ENGRAVING, INC Total:					72.00

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor: 2708 - LEONAL W KILGORE REVOCABLE TRU					
LEONAL W KILGORE REVOCAB...	ANNEX REBATE YEAR 2	03/10/2025	03/14/2025		3,069.64
Vendor 2708 - LEONAL W KILGORE REVOCABLE TRU Total:					3,069.64
Vendor: 2710 - MARIA SCHROCK					
MARIA SCHROCK	CONFERENCE/TRAINING	03/13/2025	03/21/2025		296.80
Vendor 2710 - MARIA SCHROCK Total:					296.80
Vendor: 2924 - MICHALA HYSLOP					
MICHALA HYSLOP	REC FACILITY RENTAL REFUND	03/12/2025	03/21/2025		100.00
Vendor 2924 - MICHALA HYSLOP Total:					100.00
Vendor: 0494 - MIES CONSTRUCTION, INC					
MIES CONSTRUCTION, INC	SKYVIEW 2ND ADDITION PHA...	03/10/2025	03/14/2025	006-8881	22,721.13
Vendor 0494 - MIES CONSTRUCTION, INC Total:					22,721.13
Vendor: 1834 - NATIONAL SCREENING BUREAU					
NATIONAL SCREENING BURE...	NEW HIRE BACKGROUND CHE...	03/13/2025	03/21/2025		127.40
Vendor 1834 - NATIONAL SCREENING BUREAU Total:					127.40
Vendor: 0460 - NATIONAL SIGN COMPANY, INC.					
NATIONAL SIGN COMPANY, I...	SIGNS, MATERIAL/SUPPLIES	03/10/2025	03/14/2025		168.82
Vendor 0460 - NATIONAL SIGN COMPANY, INC. Total:					168.82
Vendor: 2153 - NCSI - SPORTS ENGINE-NAT'L CTR FOR SAFETY INITIATIVES					
NATIONAL CENTER FOR SAFETY YOUTH SPORTS OFFICIAL BAC...		03/11/2025	03/14/2025		315.00
Vendor 2153 - NCSI - SPORTS ENGINE-NAT'L CTR FOR SAFETY INITIATIVES Total:					315.00
Vendor: 0226 - NOWAK CONSTRUCTION CO INC.					
NOWAK CONSTRUCTION CO I...	LAKES ADDITION IMPROVEM...	03/20/2025	03/21/2025	005-8881	178,687.26
Vendor 0226 - NOWAK CONSTRUCTION CO INC. Total:					178,687.26
Vendor: 1345 - OREILLY AUTO PARTS					
OREILLY AUTO PARTS	VEHICLE MAINT/REPAIR	03/13/2025	03/21/2025		158.77
Vendor 1345 - OREILLY AUTO PARTS Total:					158.77
Vendor: 2712 - PACE ANALYTICAL SERVICES LLC					
PACE ANALYTICAL SERVICES L...	SW:SUSPENDED SOLIDS TESTI...	03/05/2025	03/14/2025		397.50
PACE ANALYTICAL SERVICES L...	SW:SUSPENDED SOLIDS TESTI...	03/05/2025	03/14/2025		412.30
Vendor 2712 - PACE ANALYTICAL SERVICES LLC Total:					809.80
Vendor: 2369 - PAYLOCITY CORPORATION					
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	03/13/2025	03/14/2025		675.86
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	03/20/2025	03/21/2025		503.32
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	03/20/2025	03/21/2025		32.30
Vendor 2369 - PAYLOCITY CORPORATION Total:					1,211.48
Vendor: 2732 - PIVOLOCITY / BRIAN W MACKEY					
PIVOLOCITY	ERP IMPLEMENTATION	03/21/2025	03/21/2025		312.50
Vendor 2732 - PIVOLOCITY / BRIAN W MACKEY Total:					312.50
Vendor: 2683 - PRINCESS FONSECA					
PRINCESS FONSECA	TRAVEL/CONFERENCE	03/11/2025	03/21/2025		169.00
Vendor 2683 - PRINCESS FONSECA Total:					169.00
Vendor: 2861 - PSYCHLOGIC					
PSYCHLOGIC	PRE-EMP PSYCH EVALUATION	03/11/2025	03/14/2025		400.00
Vendor 2861 - PSYCHLOGIC Total:					400.00
Vendor: 0105 - PUBLIC WORKS & UTILITIES					
PUBLIC WORKS & UTILITIES	19,500 GAL 02/06/25-03/10/25	03/18/2025	03/21/2025		649.69
Vendor 0105 - PUBLIC WORKS & UTILITIES Total:					649.69
Vendor: 2728 - QUALITY INSPECTION SERVICES					
QUALITY INSPECTION SERVICES	ANNUAL SAFETY INSPECTION	03/13/2025	03/21/2025		323.00
Vendor 2728 - QUALITY INSPECTION SERVICES Total:					323.00
Vendor: 0456 - QUILL					
QUILL	QUILL - OFFICE EQUIPMENT	03/19/2025	03/21/2025		74.99
Vendor 0456 - QUILL Total:					74.99

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Vendor: 2140 - RELX INC					
LEXISNEXIS a div of RELX	LEGAL RESEARCH SOFTWARE	03/18/2025	03/21/2025		3,852.00
Vendor 2140 - RELX INC Total:					3,852.00
Vendor: 0441 - RUSTY ECK FORD					
RUSTY ECK FORD	VEHICLE REPAIR/MAINT	03/05/2025	03/14/2025		1,277.61
Vendor 0441 - RUSTY ECK FORD Total:					1,277.61
Vendor: 1333 - SECURITY 1ST TITLE LLC					
SECURITY 1ST TITLE LLC	Ownership List	03/11/2025	03/14/2025		696.00
Vendor 1333 - SECURITY 1ST TITLE LLC Total:					696.00
Vendor: 0911 - SIMPLE CLEAN / D. LASHBROOK					
SIMPLE CLEAN	03/25 JANITORIAL SVC: CH	03/04/2025	03/14/2025		1,832.50
SIMPLE CLEAN	03/25 JANITORIAL SVC: REC	03/04/2025	03/14/2025		682.50
SIMPLE CLEAN	03/25 JANITORIAL SVC: PW	03/04/2025	03/14/2025		103.20
SIMPLE CLEAN	03/25 JANITORIAL SVC: PW	03/04/2025	03/14/2025		103.20
SIMPLE CLEAN	03/25 JANITORIAL SVC: PW	03/04/2025	03/14/2025		103.20
Vendor 0911 - SIMPLE CLEAN / D. LASHBROOK Total:					2,824.60
Vendor: 0140 - SPECTRUM PROMOTIONAL PRODUCTS					
SPECTRUM PROMOTIONAL P...	REC SPORTS SHIRTS/UNIFOR...	03/05/2025	03/14/2025		996.44
Vendor 0140 - SPECTRUM PROMOTIONAL PRODUCTS Total:					996.44
Vendor: 1953 - SUMNERONE - SUMNER GROUP INC					
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	02/20/2025	03/14/2025		32.88
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	02/20/2025	03/14/2025		32.89
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	02/20/2025	03/14/2025		32.89
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	02/20/2025	03/14/2025		32.89
Vendor 1953 - SUMNERONE - SUMNER GROUP INC Total:					131.55
Vendor: 1963 - SURENCY LIFE & HEALTH INS CO					
SURENCY LIFE & HEALTH INS ...	03/25 VISION INSURANCE	03/07/2025	03/14/2025		444.68
SURENCY LIFE & HEALTH INS ...	03/25 VISION INSURANCE	03/07/2025	03/14/2025		17.23
SURENCY LIFE & HEALTH INS ...	03/25 VISION INSURANCE	03/07/2025	03/14/2025		33.61
SURENCY LIFE & HEALTH INS ...	03/25 VISION INSURANCE	03/07/2025	03/14/2025		44.00
Vendor 1963 - SURENCY LIFE & HEALTH INS CO Total:					539.52
Vendor: 0910 - TRUE BLUE CREW LLC					
TRUE BLUE CREW LLC	WINDOW CLEANING	03/05/2025	03/14/2025		1,330.00
Vendor 0910 - TRUE BLUE CREW LLC Total:					1,330.00
Vendor: 2788 - TYLER TECHNOLOGIES INC					
TYLER TECHNOLOGIES INC	ERP PRO 10	03/10/2025	03/14/2025		3,000.00
TYLER TECHNOLOGIES INC	ERP PRO 10	03/10/2025	03/14/2025		2,392.50
Vendor 2788 - TYLER TECHNOLOGIES INC Total:					5,392.50
Vendor: 2839 - UMB - PCARD					
UMB - PCARD	Publications & Printing	03/25/2025	03/25/2025		95.99
UMB - PCARD	Purchase Lee Reed Engraving ...	03/25/2025	03/25/2025		17.50
UMB - PCARD	Purchase Lee Reed Engraving ...	03/25/2025	03/25/2025		8.75
UMB - PCARD	Training/Conferences	03/25/2025	03/25/2025		11.00
UMB - PCARD	Purchase Lee Reed Engraving ...	03/25/2025	03/25/2025		17.50
UMB - PCARD	Training Conferences Hotel & ...	03/25/2025	03/25/2025		263.66
UMB - PCARD	Office Supplies	03/25/2025	03/25/2025		94.98
UMB - PCARD	Training/Conferences Hotel &...	03/25/2025	03/25/2025		38.44
UMB - PCARD	PROFESSIONAL DUES / MEMB...	03/25/2025	03/25/2025		50.00
UMB - PCARD	Community Relations/Event	03/25/2025	03/25/2025		38.94
UMB - PCARD	Office Supplies	03/25/2025	03/25/2025		119.97
UMB - PCARD	Purchase Lee Reed Engraving ...	03/25/2025	03/25/2025		17.50
UMB - PCARD	Office Supplies	03/25/2025	03/25/2025		34.99
UMB - PCARD	IT Computer & Equipment	03/25/2025	03/25/2025		79.89
UMB - PCARD	Purchase Lee Reed Engraving ...	03/25/2025	03/25/2025		8.75
UMB - PCARD	Training/Conferences	03/25/2025	03/25/2025		14.84
UMB - PCARD	Training/Conferences	03/25/2025	03/25/2025		65.00
UMB - PCARD	Training/Conferences	03/25/2025	03/25/2025		30.00

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UMB - PCARD	Training/Conferences Hotel &...	03/25/2025	03/25/2025		-29.00
UMB - PCARD	Training/Conferences Hotel &...	03/25/2025	03/25/2025		217.50
UMB - PCARD	Publications & Printing	03/25/2025	03/25/2025		466.11
UMB - PCARD	Membership Renewal	03/25/2025	03/25/2025		50.00
UMB - PCARD	Equipment	03/25/2025	03/25/2025		35.00
UMB - PCARD	Equipment	03/25/2025	03/25/2025		10.95
UMB - PCARD	Professional Dues & Members...	03/25/2025	03/25/2025		100.00
UMB - PCARD	Training/Conferences	03/25/2025	03/25/2025		450.00
UMB - PCARD	Training/Conferences	03/25/2025	03/25/2025		450.00
UMB - PCARD	Training/Conferences	03/25/2025	03/25/2025		-1,100.00
UMB - PCARD	Training/Conferences Hotel &...	03/25/2025	03/25/2025		20.36
UMB - PCARD	VEHICLE REPAIR/MAINT	03/25/2025	03/25/2025		10.00
UMB - PCARD	VEHICLE REPAIR/MAINT	03/25/2025	03/25/2025		10.00
UMB - PCARD	VEHICLE REPAIR/MAINT	03/25/2025	03/25/2025		10.00
UMB - PCARD	VEHICLE REPAIR/MAINT	03/25/2025	03/25/2025		10.00
UMB - PCARD	VEHICLE REPAIR/MAINT	03/25/2025	03/25/2025		10.00
UMB - PCARD	VEHICLE REPAIR/MAINT	03/25/2025	03/25/2025		10.00
UMB - PCARD	VEHICLE REPAIR/MAINT	03/25/2025	03/25/2025		10.00
UMB - PCARD	VEHICLE REPAIR/MAINT	03/25/2025	03/25/2025		10.00
UMB - PCARD	VEHICLE REPAIR/MAINT	03/25/2025	03/25/2025		10.00
UMB - PCARD	Contractual Services	03/25/2025	03/25/2025		108.00
UMB - PCARD	Contractual Services	03/25/2025	03/25/2025		-358.00
UMB - PCARD	Contractual Services	03/25/2025	03/25/2025		132.23
UMB - PCARD	Contractual Services	03/25/2025	03/25/2025		358.00
UMB - PCARD	REC CONCESSIONS	03/25/2025	03/25/2025		242.17
UMB - PCARD	MERCHANDISE FOR TSF OR DI...	03/25/2025	03/25/2025		39.99
UMB - PCARD	Sports Equip	03/25/2025	03/25/2025		466.05
UMB - PCARD	RECREATIONAL EQUIP/SUPPLY	03/25/2025	03/25/2025		244.84
UMB - PCARD	Sports Equip	03/25/2025	03/25/2025		53.44
UMB - PCARD	REC SUPPLIES & EQUIP	03/25/2025	03/25/2025		471.50
UMB - PCARD	Outfield fencing	03/25/2025	03/25/2025		1,039.39
UMB - PCARD	Community Relations Event	03/25/2025	03/25/2025		60.15
UMB - PCARD	Community Relations Event	03/25/2025	03/25/2025		-4.20
UMB - PCARD	Training/Conferences	03/25/2025	03/25/2025		99.27
UMB - PCARD	Equipment	03/25/2025	03/25/2025		110.19
UMB - PCARD	Vehicle Equip Repair/Maint	03/25/2025	03/25/2025		12.07
UMB - PCARD	Publications	03/25/2025	03/25/2025		53.97
UMB - PCARD	Purchase Lee Reed Engraving ...	03/25/2025	03/25/2025		8.75
UMB - PCARD	VEHICLE REPAIR/MAINT	03/25/2025	03/25/2025		10.00
UMB - PCARD	Office Supplies	03/25/2025	03/25/2025		17.99
UMB - PCARD	Office Supplies	03/25/2025	03/25/2025		9.99
UMB - PCARD	Office Supplies	03/25/2025	03/25/2025		-58.00
UMB - PCARD	Office Supplies	03/25/2025	03/25/2025		82.12
UMB - PCARD	Construction Material/Supplies	03/25/2025	03/25/2025		239.38
UMB - PCARD	VEHICLE REPAIR/MAINT	03/25/2025	03/25/2025		10.00
UMB - PCARD	VEHICLE REPAIR/MAINT	03/25/2025	03/25/2025		10.00
UMB - PCARD	Training/Conferences	03/25/2025	03/25/2025		39.46
UMB - PCARD	Training/Conferences	03/25/2025	03/25/2025		72.95
UMB - PCARD	Snow & Ice Removal	03/25/2025	03/25/2025		465.05
UMB - PCARD	Office Supplies	03/25/2025	03/25/2025		36.48
UMB - PCARD	Office Supplies	03/25/2025	03/25/2025		19.99
UMB - PCARD	Office Equipment Credit Vou...	03/25/2025	03/25/2025		-36.48
UMB - PCARD	Office Furniture	03/25/2025	03/25/2025		53.58
UMB - PCARD	Office Supplies	03/25/2025	03/25/2025		446.60
UMB - PCARD	Office Equipment	03/25/2025	03/25/2025		14.99
UMB - PCARD	Training/Conferences	03/25/2025	03/25/2025		7.50
UMB - PCARD	Training/Conferences	03/25/2025	03/25/2025		54.15
UMB - PCARD	Training/Conferences	03/25/2025	03/25/2025		36.90
UMB - PCARD	Contractual Services	03/25/2025	03/25/2025		123.31

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UMB - PCARD	Contractual Services	03/25/2025	03/25/2025		158.26
UMB - PCARD	Office Equipment	03/25/2025	03/25/2025		15.00
UMB - PCARD	Training/Conferences	03/25/2025	03/25/2025		7.50
UMB - PCARD	Training/Conferences	03/25/2025	03/25/2025		36.90
UMB - PCARD	Training/Conferences	03/25/2025	03/25/2025		54.16
UMB - PCARD	Sewer Treatment/Operations...	03/25/2025	03/25/2025		96.80
Vendor 2839 - UMB - PCARD Total:					6,941.01
Vendor: 0177 - USA BLUE BOOK-HD SUPPLY INC					
USA BLUE BOOK-HD SUPPLY I...	WATER TESTING SUPPLIES	03/13/2025	03/21/2025		526.01
Vendor 0177 - USA BLUE BOOK-HD SUPPLY INC Total:					526.01
Vendor: 2286 - UTILITY MAINTENANCE CONTRACTOR					
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	03/19/2025	03/21/2025		2,200.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	03/19/2025	03/21/2025		2,200.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	03/19/2025	03/21/2025		4,965.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	03/19/2025	03/21/2025		1,100.00
Vendor 2286 - UTILITY MAINTENANCE CONTRACTOR Total:					10,465.00
Vendor: 1899 - VISION ALLIANCE MARKETING,LLC					
SCKACS	COURT SERVICES OFFICER	03/11/2025	03/14/2025		600.00
SCKACS	COURT SERVICES OFFICER	03/13/2025	03/21/2025		400.00
Vendor 1899 - VISION ALLIANCE MARKETING,LLC Total:					1,000.00
Vendor: 1205 - WASTE CONNECTIONS OF KANSAS					
WASTE CONNECTIONS OF KA...	02/25 RECYCLE/TRASH SVC	03/07/2025	03/14/2025		35,803.82
WASTE CONNECTIONS OF KA...	02/25 RECYCLE/TRASH SVC	03/07/2025	03/14/2025		12,970.56
Vendor 1205 - WASTE CONNECTIONS OF KANSAS Total:					48,774.38
Vendor: 1849 - WEX BANK					
WRIGHT EXPRESS FSC	FLEET FUEL	03/04/2025	03/14/2025		2,508.76
WRIGHT EXPRESS FSC	FLEET FUEL	03/04/2025	03/14/2025		64.91
WRIGHT EXPRESS FSC	FLEET FUEL	03/04/2025	03/14/2025		136.21
WRIGHT EXPRESS FSC	FLEET FUEL	03/04/2025	03/14/2025		571.76
WRIGHT EXPRESS FSC	FLEET FUEL	03/04/2025	03/14/2025		284.07
WRIGHT EXPRESS FSC	FLEET FUEL	03/04/2025	03/14/2025		128.58
Vendor 1849 - WEX BANK Total:					3,694.29
Vendor: 2791 - WORKSTEPS, INC					
WORKSTEPS, INC	PRE-EMPLOYMENT SCREENING	03/19/2025	03/21/2025		75.00
WORKSTEPS, INC	PRE-EMPLOYMENT SCREENING	03/19/2025	03/21/2025		75.00
WORKSTEPS, INC	PRE-EMPLOYMENT SCREENING	03/19/2025	03/21/2025		75.00
Vendor 2791 - WORKSTEPS, INC Total:					225.00
Grand Total:					617,656.02

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	102,089.40
200 - Special Street & Highway	13,957.85
320 - Capital Projects Fund 2	400,361.18
355 - Capital Improvement Reserve	5,392.50
520 - Water Utility	32,250.93
530 - Sewer Utility	14,829.78
540 - Solid Waste Utility	48,774.38
Grand Total:	617,656.02

Account Summary

Account Number	Account Name	Payment Amount
100-000-000-2014	FEDERAL TAX PAYABLE	7,901.33
100-000-000-2016	SOCIAL SECURITY PAYAB...	11,962.64
100-000-000-2018	MEDICARE PAYABLE	2,797.70
100-000-000-2020	STATE TAX PAYABLE	4,545.95
100-000-000-2022	KPERS 1 PAYABLE	896.13
100-000-000-2024	KPERS 2 PAYABLE	1,979.65
100-000-000-2026	KPERS 3 PAYABLE	7,160.35
100-000-000-2028	KP&F PAYABLE	11,215.65
100-000-000-2034	457 DEFERRED COMP P...	1,062.00
100-000-000-2054	VISION INS PAYABLE	444.68
100-000-000-2062	FSA HEALTH PAYABLE	1,211.48
100-000-000-2076	COURT REINST FIXED FEE...	221.00
100-000-000-2078	COURT REINST FEE PAY...	1,010.67
100-000-000-2080	COURT JUDICIAL DOCKET...	393.00
100-000-000-2082	COURT JUDICIAL EDUCAT...	42.00
100-000-000-2084	COURT KLETC FEE PAYAB...	962.50
100-000-000-2088	COURT SEAT BELT SAFET...	40.00
100-000-000-4406	RECREATION FAC RENTA...	100.00
100-100-110-6028	PUBLICATIONS/PRINTING	95.99
100-100-110-6038	MERCHANDISE TSF OR D...	17.50
100-100-110-7014	IT - MANAGED SERVICES	20.96
100-100-110-7024	CONTRACTUAL SERVICES	312.50
100-100-110-7046	COMMUNICATION SERV...	115.08
100-100-130-6038	MERCHANDISE TSF OR D...	8.75
100-100-130-6046	TRAINING/CONFERENCES	11.00
100-100-130-7014	IT - MANAGED SERVICES	10.59
100-100-130-7032	ENGINEERING SERVICES -..	2,259.90
100-100-130-7046	COMMUNICATION SERV...	21.91
100-100-140-6018	OFFICE EQUIPMENT	74.99
100-100-140-6028	PUBLICATIONS/PRINTING	32.88
100-100-140-6038	MERCHANDISE TSF OR D...	17.50
100-100-140-6048	TRAINING/CONFERENCE...	886.02
100-100-140-7014	IT - MANAGED SERVICES	31.76
100-100-140-7046	COMMUNICATION SERV...	65.73
100-100-150-6014	OFFICE SUPPLIES	94.98
100-100-150-6048	TRAINING/CONFERENCE...	38.44
100-100-150-7046	COMMUNICATION SERV...	26.72
100-100-160-6008	PROFESSIONAL DUES/M...	50.00
100-100-160-6010	COMMUNITY RELATION...	38.94
100-100-160-6018	OFFICE EQUIPMENT	119.97
100-100-160-6028	PUBLICATIONS/PRINTING	664.00
100-100-160-6038	MERCHANDISE TSF OR D...	17.50
100-100-160-7014	IT - MANAGED SERVICES	31.76
100-100-160-7024	CONTRACTUAL SVCS	833.00
100-100-160-7046	COMMUNICATION SERV...	92.45
100-100-170-6014	OFFICE SUPPLIES	34.99

Account Summary

Account Number	Account Name	Payment Amount
100-100-170-6020	IT - COMPUTERS AND E...	79.89
100-100-170-6038	MERCHANDISE TSF OR D...	8.75
100-100-170-6046	TRAINING/CONFERENCES	159.84
100-100-170-6048	TRAINING/CONFERENCE...	485.30
100-100-170-7014	IT - MANAGED SERVICES	10.59
100-100-170-7016	SOFTWARE/HARDWARE...	3,852.00
100-100-170-7046	COMMUNICATION SERV...	21.91
100-100-170-7804	LEGAL SERVICES	4,986.30
100-120-240-6028	PUBLICATIONS/PRINTING	466.11
100-120-240-6046	TRAINING/CONFERENCES	50.00
100-120-240-6600	EQUIPMENT	45.95
100-120-240-7014	IT - MANAGED SERVICES	20.96
100-120-240-7026	COURT APPT ATTY/INVE...	100.00
100-120-240-7046	COMMUNICATION SERV...	97.27
100-120-240-7804	LEGAL SERVICES	3,485.96
100-120-250-6008	PROFESSIONAL DUES/M...	100.00
100-120-250-6020	IT - COMPUTERS AND E...	46.59
100-120-250-6038	MERCHANDISE TSF OR D...	72.00
100-120-250-6040	UNIFORMS/CLOTHING	213.11
100-120-250-6046	TRAINING/CONFERENCES	550.00
100-120-250-6048	TRAINING/CONFERENCE...	20.36
100-120-250-6056	PETROLEUM PRODUCTS	2,508.76
100-120-250-6300	POLICE SUPPLIES	297.06
100-120-250-6604	VEHICLE REPAIR/MAINT	115.47
100-120-250-7014	IT - MANAGED SERVICES	180.64
100-120-250-7024	CONTRACTUAL SERVICES	1,185.40
100-120-250-7046	COMMUNICATION SERV...	553.51
100-130-330-6810	SPECIAL COMMUNITY E...	111.25
100-130-330-7046	COMMUNICATION SERV...	31.71
100-130-340-6010	COMMUNITY RELATION...	111.25
100-130-350-6010	COMMUNITY RELATION...	111.25
100-130-350-6022	REC CONCESSIONS	242.17
100-130-350-6028	PUBLICATIONS/PRINTING	67.84
100-130-350-6038	MERCHANDISE TSF OR D...	39.99
100-130-350-6056	PETROLEUM PRODUCTS	115.42
100-130-350-6400	RECREATIONAL EQUIP/S...	2,232.27
100-130-350-6600	EQUIPMENT	1,039.39
100-130-350-7014	IT - MANAGED SERVICES	42.35
100-130-350-7024	CONTRACTUAL SERVICES	890.48
100-130-350-7038	JANITORIAL SERVICES	682.50
100-130-350-7046	COMMUNICATION SERV...	264.77
100-130-360-6010	COMMUNITY RELATION...	167.20
100-130-360-7046	COMMUNICATION SERV...	116.53
100-140-440-7700	REIMBURSEMENTS	3,069.64
100-150-510-6040	UNIFORMS/CLOTHING	211.81
100-150-510-6046	TRAINING/CONFERENCES	99.27
100-150-510-6056	PETROLEUM PRODUCTS	233.08
100-150-510-6600	EQUIPMENT	110.19
100-150-510-6602	VEH/EQUIP REPAIRS & ...	1,977.65
100-150-510-6604	VEHICLE REPAIR/MAINT	153.60
100-150-510-7014	IT - MANAGED SERVICES	20.96
100-150-510-7024	CONTRACTUAL SERVICES	33.06
100-150-510-7038	JANITORIAL SERVICES	103.20
100-150-510-7046	COMMUNICATION SERV...	87.43
100-160-610-6028	PUBLICATIONS/PRINTING	86.86
100-160-610-6038	MERCHANDISE TSF OR D...	8.75
100-160-610-6046	TRAINING/CONFERENCES	69.00
100-160-610-6056	PETROLEUM PRODUCTS	136.21

Account Summary

Account Number	Account Name	Payment Amount
100-160-610-6604	VEHICLE REPAIR/MAINT	10.00
100-160-610-7014	IT - MANAGED SERVICES	52.94
100-160-610-7024	CONTRACTUAL SERVICES	696.00
100-160-610-7046	COMMUNICATION SERV...	143.86
100-190-910-6014	OFFICE SUPPLIES	52.10
100-190-910-6100	CONSTRUCTION MATER...	239.38
100-190-910-6602	VEH/EQUIP REPAIRS & ...	1,277.61
100-190-910-6604	VEHICLE REPAIR/MAINT	20.00
100-190-910-7024	CONTRACTUAL SVCS	4,081.66
100-190-910-7038	JANITORIAL SVCS	3,162.50
200-000-000-2014	FEDERAL TAX PAYABLE	128.97
200-000-000-2016	SOCIAL SECURITY PAYAB...	271.80
200-000-000-2018	MEDICARE PAYABLE	63.56
200-000-000-2020	STATE TAX PAYABLE	79.18
200-000-000-2022	KPERS 1 PAYABLE	393.19
200-000-000-2054	VISION INS PAYABLE	17.23
200-210-200-6040	UNIFORMS/CLOTHING	130.41
200-210-200-6046	TRAINING/CONFERENCES	112.41
200-210-200-6056	PETROLEUM PRODUCTS	1,202.50
200-210-200-6104	SIGNS, MATERIAL/SUPPL...	168.82
200-210-200-6200	SNOW & ICE REMOVAL	465.05
200-210-200-6602	VEH/EQUIP REPAIRS & ...	2,277.93
200-210-200-7014	IT - MANAGED SERVICES	10.59
200-210-200-7024	CONTRACTUAL SERVICES	25.26
200-210-200-7040	STREET LIGHTING	8,447.36
200-210-200-7046	COMMUNICATION SERV...	77.93
200-210-200-7048	UTILITIES	85.66
320-320-320-8832	DESIGN - PAVING	36,263.28
320-320-320-8860	INSPECTION - WATER	113.00
320-320-320-8861	INSPECTION - SEWER	4,055.21
320-320-320-8862	INSPECTION - PAVING	986.20
320-320-320-8881	CONSTRUCTION - SEWER	201,408.39
320-320-320-8882	CONSTRUCTION - PAVING	561.50
320-320-320-8886	CONSTRUCTION - STRUC...	156,973.60
355-355-355-7024	CONTRACTUAL SERVICES	5,392.50
520-000-000-2014	FEDERAL TAX PAYABLE	545.19
520-000-000-2016	SOCIAL SECURITY PAYAB...	1,189.38
520-000-000-2018	MEDICARE PAYABLE	278.24
520-000-000-2020	STATE TAX PAYABLE	420.45
520-000-000-2024	KPERS 2 PAYABLE	312.78
520-000-000-2026	KPERS 3 PAYABLE	1,336.33
520-000-000-2054	VISION INS PAYABLE	33.61
520-210-520-6014	OFFICE SUPPLIES	520.17
520-210-520-6018	OFFICE EQUIPMENT	14.99
520-210-520-6026	POSTAGE	60.71
520-210-520-6028	PUBLICATIONS/PRINTING	1,144.08
520-210-520-6040	UNIFORMS/CLOTHING	424.64
520-210-520-6046	TRAINING/CONFERENCES	98.55
520-210-520-6056	PETROLEUM PRODUCTS	528.63
520-210-520-6500	WATER SYSTEM SUPPLIES	7,367.06
520-210-520-6602	VEH/EQUIP REPAIRS & ...	2,119.16
520-210-520-6802	WATER SYSTEM MAINT/...	10,991.01
520-210-520-7014	IT - MANAGED SERVICES	52.94
520-210-520-7024	CONTRACTUAL SERVICES	663.25
520-210-520-7038	JANITORIAL SERVICES	103.20
520-210-520-7046	COMMUNICATION SERV...	396.87
520-210-520-7058	WATER PURCHASED	649.69
520-210-520-7060	WATER TREATMENT OP...	3,000.00

Account Summary

Account Number	Account Name	Payment Amount
530-000-000-2014	FEDERAL TAX PAYABLE	1,254.38
530-000-000-2016	SOCIAL SECURITY PAYAB...	1,643.70
530-000-000-2018	MEDICARE PAYABLE	384.34
530-000-000-2020	STATE TAX PAYABLE	637.40
530-000-000-2022	KPERS 1 PAYABLE	484.61
530-000-000-2026	KPERS 3 PAYABLE	1,706.54
530-000-000-2054	VISION INS PAYABLE	44.00
530-210-530-6018	OFFICE EQUIPMENT	15.00
530-210-530-6026	POSTAGE	442.11
530-210-530-6028	PUBLICATIONS	1,008.37
530-210-530-6040	UNIFORMS/CLOTHING	217.42
530-210-530-6046	TRAINING/CONFERENCES	98.56
530-210-530-6056	PETROLEUM PRODUCTS	263.30
530-210-530-6602	VEH/EQUIP REPAIRS & ...	2,119.16
530-210-530-6806	LIFT STATION OPERATIO...	148.58
530-210-530-7014	IT - MANAGED SERVICES	53.16
530-210-530-7024	CONTRACTUAL SERVICES	254.27
530-210-530-7026	WASTEWATER SAMPLIN...	809.80
530-210-530-7038	JANITORIAL SERVICES	103.20
530-210-530-7046	COMMUNICATION SERV...	225.08
530-210-530-7052	SEWER TREATMENT OP...	2,916.80
540-540-540-7042	SOLID WASTE SERVICES ...	35,803.82
540-540-540-7044	RECYCLING SERVICES	12,970.56
Grand Total:		617,656.02

Project Account Summary

Project Account Key	Payment Amount
None	217,294.84
001-8886	156,973.60
002-8882	561.50
005-8881	178,687.26
006-8832	18,519.00
006-8860	113.00
006-8861	3,778.35
006-8862	986.20
006-8881	22,721.13
007-8832	3,550.00
012-8861	276.86
021-8832	14,194.28
Grand Total:	617,656.02



City of Bel Aire, KS

Section VII, Item A.

Payroll Check Register Report Summary

Pay Period: 2/22/2025-3/7/2025

Packet: PYPKT00119 - PP 02/22-03-07/25: PAID 03/13/25
Payroll Set: Payroll Set 01 - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	63	87,668.98
Total	63	87,668.98

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

ORDINANCE NO. _____

AN ORDINANCE ORDERING THE VACATION OF A TWENTY-FOOT (20') WIDE UTILITY EASEMENT LOCATED ON LOTS 7 AND 8, BLOCK 1, SUNFLOWER COMMERCE PARK 3RD ADDITION, BETWEEN WEBB AND GREENWICH ROAD, IN THE CITY OF BEL AIRE, SEDGWICK COUNTY, KANSAS.

WHEREAS, a petition for vacation of a twenty-foot wide Utility Easement in VAC-25-01, to construct a parking lot for the development of a warehouse on the subject property, was filed with the City of Bel Aire, Kansas; and

WHEREAS, a public hearing on such petition was held before the Planning Commission of the City of Bel Aire, Kansas, on the 18th day of March, 2025; and

WHEREAS, the Planning Commission voted to recommend to the Governing Body that the petition for vacation of a twenty-foot wide Utility Easement in VAC-25-01 be approved.

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

Section 1. Findings and Conclusions. The Governing Body determines from the evidence presented:

(A) That due and legal notice has been given as required under K.S.A. 12-504, by publication on the City of Bel Aire Municipal Website at www.belaireks.gov.

(B) No private rights will be injured or endangered by the vacation .

(C) The public will suffer no loss or inconvenience thereby.

(D) In justice to the Petitioner, the request of the petition ought to be granted.

(E) No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

Section 2. Order of Vacation. The following described 20-foot wide Utility Easement located within the corporate limits of the City of Bel Aire, Kansas is hereby ordered vacated, to-wit:

A platted twenty-foot (20') wide Utility Easement along the south property line of lot 7 and the north property line of lot 8, Block 1, Sunflower Commerce Park 3rd Addition, Bel Aire, Sedgwick County, Kansas.

General Location: 5440 Sunflower Court – East 53rd Street and Webb Road

The City of Bel Aire, Kansas reserves to itself any property rights it may hold in the area that are not expressly vacated herein.

Section 3. Recording. The City Clerk shall certify a copy of this Ordinance to the Register of Deeds of Sedgwick County, Kansas.

Section 4. Publication. The City Clerk shall cause this Ordinance, as soon as practicable after it has been passed and approved, to be published on the City's website as the designated official city newspaper.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its publication in the official city newspaper.

[Remainder of this page intentionally left blank]

Passed by the Governing Body of the City of Bel Aire, Kansas on the 1st day of April, 2025.

Approved by the Mayor on the _____ day of April, 2025.

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk

APPROVED AS TO FORM ONLY:

Maria A. Schrock, City Attorney

STAFF COMMUNICATION

FOR MEETING OF	4/1/2025
CITY COUNCIL	
INFORMATION ONLY	

STAFF REPORT

DATE: 03/26/2025
TO: Bel Aire City Council Meeting
FROM: Paula Downs
RE: Agenda

SUMMARY:

VAC-25-01 Vacation of Platted 20' Utility Easement on Lots 7 & 8, Block 1, Sunflower Commerce Park 3rd Addition.

General Location: 5440 Sunflower Court- North of 53rd Street, between Webb and Greenwich Road.

Reason for Request: Vacate a platted 20 ft. wide utility easement along the south property line of lot 7 and the north property line of lot 8 to construct a parking lot for the development of a warehouse on subject property.

VAC-25-01 appeared on the March 13, 2025, Planning Commission agenda. The Planning Commission reviewed the legal considerations and approved the vacation based on the findings of facts.

Background:

- The subject 20 ft. wide utility easement was established with the final plat in 2023.
- The property owner owns Lots 7 & 8 and intends to construct a parking lot as part of the site improvements for a building currently located on the site. To construct the parking lot to serve the building, the utility easement must be vacated.
- Site plan review and approval are required prior to site improvements on the property.
- The case required a 14-day protest petition period between the Planning Commission meeting and the City Council meeting.

Legal Considerations:

- K.S.A. 12-505 required the Planning Commission to consider specific findings of fact which serves as the basis for the Commission's recommendation to the City Council. The findings determined by the Planning Commission were as follows:
 - Notice of petition to vacate and notice of the public hearing has been given in accordance with State law;
 - No private rights will be injured or endangered if the vacation is granted;
 - The public will suffer no loss or inconvenience if the vacation is granted; and
 - In justice to the petitioner, the vacation should be granted.

- At the conclusion of the public hearing, the Planning Commission should make a recommendation, with or without conditions, and announce the date upon which the City Council will consider the Vacation.

Findings of Facts by the Planning Commission:

1. Notice of petition to vacate and notice of public hearing has been given in accordance with State law:
 - a. Notice was published in the City's official newspaper, The City of Bel Aire website on February 20, 2025.
 - b. Official notice was mailed to property owners within the required notification area on February 20, 2025.
2. No private rights will be injured or inconvenienced if the vacation is granted:
 - a. Notice was provided to the following private utility agencies: Evergy and Kansas Gas Service as part of the City's general notification process.
 - i. Evergy has no objection to the vacation of the proposed utility easement and did not request any additional easement for this site plan. Any relocation or removal of existing Evergy equipment will be at the applicant's expense. There is no transmission in or near the area of the plat.
 - ii. Kansas Gas Service does not object and does not have any lines or equipment in the easement. There is a service line for the lots that may be in conflict, however, Kansas Gas Service will work directly with the customer to adjust as needed.
 - b. Owners of surrounding private properties will not be injured or inconvenienced if the vacation is granted. The utility easement is only platted on the subject properties.
3. The Public will suffer no loss or inconvenience if the vacation is granted:
 - a. The subject easement is not being used as a public utility easement. There are no public sanitary sewer, water, or stormwater sewer lines in the easement.
 - b. Staff received no inquiries or comments after mailing the public hearing notification. No testimony was provided during the public hearing during the Planning Commission meeting.
4. In justice of the petitioner, the vacation should be granted:
 - a. Vacating the easement will allow the applicant to proceed with site plan review and design of the parking lot to facilitate the development of a warehouse on the subject property.
 - b. There are no conflicts with private or public utilities.
 - c. The vacation should be granted.

RECOMMENDED MOTION:

Approve the vacation of a 20 ft. wide utility easement on Lots 7 and 8, Block 1, Sunflower Commerce Park 3rd Addition.

ATTACHMENTS:

March 13, 2025, Planning Commission Staff Report
March 13, 2025, Planning Commission draft meeting minutes
Easement Location Exhibit
Vacation Application
Vacation Application Attachments: Land Title Survey and Site Plan
Notification Publication
Owners List

STAFF REPORT**DATE: 03/25/2025****TO: Bel Aire Planning Commission****FROM: Paula Downs****RE: Agenda****STAFF COMMUNICATION**

FOR MEETING OF	3/13/25
CITY COUNCIL	
INFORMATION ONLY	

SUMMARY:**VAC-25-01- Vacation of Platted 20' Utility Easement on Lots 7 & 8, Block 1, Sunflower Commerce Park 3rd Addition.**

General Location: 5440 Sunflower Court- North of 53rd Street, between Webb and Greenwich Road.

Reason for Request: Vacate a platted 20 ft. wide utility easement along the south property line of lot 7 and the north property line of lot 8 to construct a parking lot for the development of a warehouse on subject property.

Background Information:

- The subject 20 ft. wide utility easement was established with the platting in 2023.
- The property owner intends to construct a parking lot as part of the site improvements for a building currently located on the site. In order to construct the parking lot to serve the building, the utility easement must be vacated.
- Site plan review and approval are required prior to site improvements on the property.

Legal Considerations:

- KSA 12-505 requires the Planning Commission to consider specific findings of fact which serve as the basis for the Commission's recommendation to the City Council. The findings to be determined by the Planning Commission are as follows:
 - Notice of petition to vacate and notice of the public hearing has been given in accordance with State law;
 - No private rights will be injured or endangered if the vacation is granted;
 - The public will suffer no loss or inconvenience if the vacation is granted; and
 - In justice to the petitioner, the vacation should be granted.
- At the conclusion of the public hearing, the Planning Commission should adopt a recommendation, with or without conditions, and announce the date upon which the City Council will consider the vacation.

Findings of Fact:

Section XI, Item A.

1. Notice of petition to vacate and notice of public hearing has been given in accordance with State law:
 - a. Notice was published in the City's official newspaper, The City of Bel Aire website, on February 20, 2025.
 - b. Official notice was mailed to property owners within the required notification area on February 20, 2025.
2. No private rights will be injured or inconvenienced if the vacation is granted:
 - a. Notice was provided to the following private utility agencies: Evergy and Kansas Gas Service as part of the City's general notification process.
 - i. Evergy has no objection to the vacation of the proposed utility easement and did not request any additional easement for this site plan. Any relocation or removal of existing Evergy equipment will be at the applicant's expense. There is no transmission in or near the area of the plat.
 - ii. Kansas Gas Service does not object and does not have any lines or equipment in the easement. There is a service line for the lot that may be in conflict, however, Kansas Gas Service will work directly with the customer to adjust as needed.
 - b. Owners of surrounding private properties will not be injured or inconvenienced if the vacation is granted. The utility easement is only platted on the subject property.
3. The Public will suffer no loss or inconvenience if the vacation is granted:
 - a. The subject easement is not being used as a utility easement. There are no public sanitary sewer, water, or stormwater sewer lines in the easement
 - b. Staff have not received any additional inquiries or comments after mailing the public hearing notification. The Commission will need to consider any testimony provided during the public hearing.
4. In justice to the petitioner, the vacation should be granted:
 - a. Vacating the easement will allow the applicant to proceed with site plan review and design of the parking lot to facilitate the development of a warehouse on the subject property.
 - b. There are no conflicts with private or public utilities.
 - c. The vacation should be granted

RECOMMENDED MOTION:

- Approve the vacation of a 20 ft. utility easement on Lots 7 and 8, Block 1, Sunflower Commerce Park 3rd Addition and forward to the City Council for consideration at its regular meeting on March 18, 2025.

Attachments:

Location Map

Vacation Application

Vacation Application Attachments: Land Title Survey and Site Plan

Notification

Ownership List



MINUTES
PLANNING COMMISSION
 7651 E. Central Park Ave, Bel Aire, KS
 March 13, 2025 6:30 PM



I. Call to Order: Chairman Phillip Jordan called the meeting to order.

II. Roll Call

Chairman Phillip Jordan and Commissioners Dee Roths, Deryk Faber, Brian Mackey and Brian Stuart were present. Commissioners Edgar Salazar and Paul Matzek were absent.

Also present were Paula Downs, Director of Community Development and Maria Schrock, City Attorney.

III. Pledge of Allegiance to the American Flag

Chairman Phillip Jordan led the pledge of allegiance.

IV. Consent Agenda

A. Approval of Minutes from Previous Meeting.

MOTION: Commission Faber moved to approve the minutes of February 13, 2025. Commissioner Mackey seconded the motion. *Motion carried 5-0.*

V. Announcements: Follow-up response from Planning and Zoning Workshop- February 13, 2025 regarding ability to make requests on submitted cases.

Director of Community Development Paula Downs addressed questions received from the Commission at the February 13th workshop. No action was taken.

VI. Old Business/New Business

A. PUD-24-04- Proposed Final R-PUD containing approved duplexes to be converted townhouses with zero interior lot lines on a reduced lot size in an R-4 zoning district as built (Chapel Landing Phase 2).

Director of Community Development Paula Downs informed the Commission that the application is missing the signatures of several new property owners. After the application was submitted, several lots within the proposed zoning area were sold to new owners. Signatures from the new owners are required on the application by statute. City Attorney Maria Schrock reviewed the Kansas statute and procedure for notifying property owners of public hearings for zoning matters. City staff recommended that the Commission table this item, to allow the applicant to obtain the required signatures.

MOTION: Commissioner Roths moved that Case No. PUD-24-04 be tabled until Thursday, April 10, 2025, at 6:30pm, for the following reason(s): to allow the applicant to obtain additional signatures from property owners. Commissioner Faber seconded the motion. *Motion carried 5-0.*

B. VAC-25-01- Vacation of Platted Utility Easement on Lots 7 & 8, Block 1, Sunflower Commerce Park 3rd Addition.

Staff gave a brief review of the application for vacation and related documents included the Commission's information packet for this meeting.

Chairman Phillip Jordan asked the members of the Commission if anyone wished to disqualify themselves due to conflict of interest with this case. No one was disqualified. He asked if any member of the Commission had received any ex-parte verbal or written communications which they would like to share. No ex-parte communications were reported. He reviewed the notification of public hearing and declared that proper notification had been given, according to state statute.

Chairman Phillip Jordan opened the public comment section. No one requested to speak. Therefore, Chairman Jordan closed the public hearing and requested discussion among the Commission.

MOTION: Chairman Jordan moved that having considered the evidence at the hearing and the factors to evaluate the application, I move we recommend to the City Council, that the request for vacation of a platted 20' utility easement on Lots 7 & 8, Block 1, Sunflower Commerce Park 3rd Addition, in VAC-25-01 be approved, based on findings 1 through 4 as listed in the staff report:

1. Notice of petition to vacate and notice of public hearing has been given in accordance with State law;
 2. No private rights will be injured or inconvenienced if the vacation is granted;
 3. The Public will suffer no loss or inconvenience if the vacation is granted; and
 4. In justice to the petitioner, the vacation should be granted;
- as recorded in the summary of this hearing.

Commissioner Faber seconded the motion. *Motion carried 5-0.*

VII. Approval of the Next Meeting Date.

MOTION: Commissioner Mackey moved to approve the date of the next meeting: April 10, 2025, at 6:30 p.m. Commissioner Roths seconded the motion. *Motion carried 5-0.*

VIII. Current Events

- A. **Upcoming Agenda Items:**
- a. Tierra Verde Final PUD
 - b. Tierra Verde Setback Vacation
- B. **Upcoming Events:**
- a. Springfest: April 12
 - b. Citywide Garage Sale Weekend: April 24-26
 - c. Shred & E-Recycle Day: May 3
 - d. Curbside Cleanup: May 17

Commissioners briefly discussed current events. No action was taken.

IX. Adjournment

MOTION: Chairman Jordan moved to adjourn. Commissioner Mackey seconded the motion. *Motion carried 5-0.*

Approved by the Bel Aire Planning Commission this _____ day of _____, 2025.

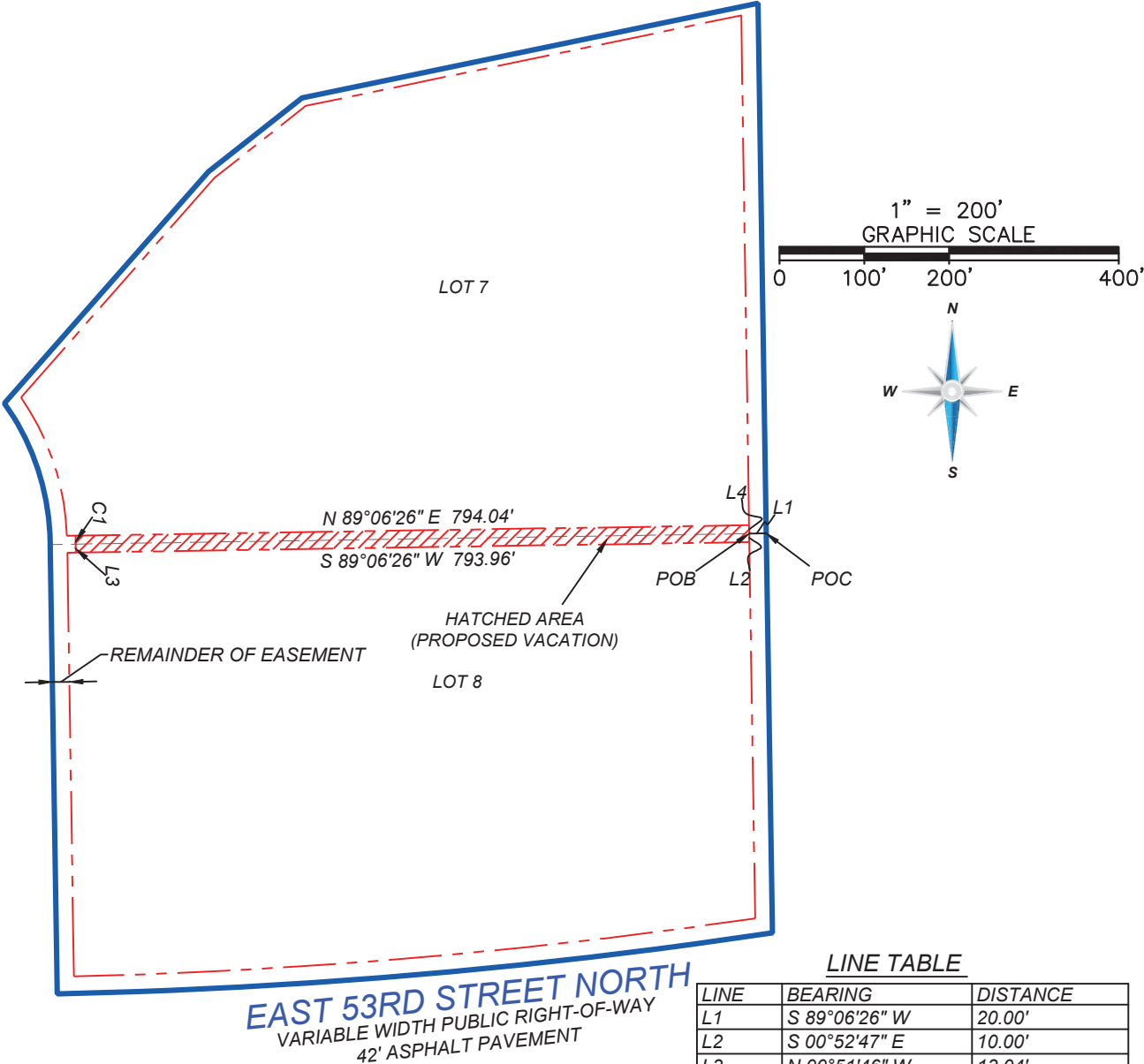
Phillip Jordan, Chairman

EXHIBIT A
5440 N SUNFLOWER COURT, BEL AIRE, KANSAS 67226
SEDGWICK COUNTY

VACATION AREA DESCRIPTION

A PORTION OF LOTS 7 AND 8, BLOCK 1, IN SUNFLOWER COMMERCE PARK 3RD ADDITION, A REPLAT OF LOT 2, BLOCK A, SUNFLOWER COMMERCE PARK 2ND ADDITION CITY OF BEL AIR, SEDGWICK COUNTY, KANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" REBAR AT THE EAST COMMON CORNER OF LOTS 7 AND 8, THENCE S 89°06'26" W 20.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE S 00°52'47" E 10.00 FEET; THENCE S 89°06'26" W 793.96 FEET; THENCE N 00°51'46" W 13.04 FEET; THENCE WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 6.97 FEET WITH RADIUS OF 318 FEET, WITH A CHORD BEARING OF N 01°30'30" W, WITH A CHORD LENGTH OF 6.97 FEET; THENCE N 89°06'26" E 794.04 FEET; THENCE S 00°52'47" E 10.00 FEET TO THE TRUE POINT OF BEGINNING, HAVING AN AREA OF 15,879 SQUARE FEET, 0.365 ACRES MORE OR LESS.



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°06'26" W	20.00'
L2	S 00°52'47" E	10.00'
L3	N 00°51'46" W	13.04'
L4	S 00°52'47" E	10.00'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	318.00'	6.97'	N 01°30'30" W	6.97'	1°15'18"

DATE: 03/6/2025
PROJECT #24-8225.02

LEGEND & SYMBOLS

- BOUNDARY LINE
- EASEMENT LINE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT

SURVEYOR INFORMATION:

BLEW
Surveying | Engineering | Environmental

BLEW & ASSOCIATES, PA
3825 N. SHILOH DRIVE
FAYETTEVILLE, AR 72703
SURVEY@BLEWINC.COM

DENVER WINCHESTER
PROFESSIONAL SURVEYOR NO. 1666
STATE OF KANSAS
KANSAS C.O.A. LS-321

NOT A BOUNDARY SURVEY

SHEET 1 OF 1

APPLICATION

This form MUST be completed and filed at City Hall, Bel Aire, Kansas, 7651 E. Central Park Ave., Bel Aire, Kansas 67226. AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED. Check the appropriate box below for type of application being submitted. A separate application and filing fee is required for each application. A preapplication conference with City Staff is recommended before filing this application.

-
-
- ☐ Vacate building set back From: _____ to _____
- ☐ Vacate street or alley: _____
- ☒ Vacate utility easement 20' Utility Easement Reception No. PC 314-1
- ☐ Vacate other _____
- ☐ Apply for Vacation in conjunction With a Conditional Use or Variance application.

City of Bel Aire Planning Commission

☐ Approved ☐ Rejected

Name of owner Bayside Development, LLC

Address 3819 N Toben St, Wichita, KS 67226 Telephone _____

Agent representing the owner Garrett George (CESO, Inc.)

Address 1000 Legion Place, Orlando, FL 32801 Telephone 321-759-4889

1. The application area is legally described as Lot(s) 7&8; Block(s) 1, Sunflower Commerce Park 3rd Addition, Bel Aire, Kansas. If appropriate, a metes and bounds description may be attached.

2. The application area contains 19.76 acres.

3. This property is located at (address) 5440 Sunflower Court which is generally located at (relation to nearest streets) E 53rd Street and Greenwich Road.

4. The particular hardship which is the result of this request as applied to the subject property:

The easement in question was dedicated as part of the master development. The two lots that the easement bisect will be owned by the same entity, with development spanning across the easement. As such, there is no need for an easement with both lots being under common ownership.

5. County control number: _____

6. NAMES OF OWNERS - An ownership list of the names, addresses and zip codes of the owners of record of real property abutting a street, alley, or easement including any segment remaining open, and owners on the opposite side of the street from the vacations of set back and access control, as well as all utility providers that are affected shall be provided.

The names of the owners of all property included in this application MUST be listed as applicants. Contract purchasers, lessees or other directly associated with the property may also be listed if they desire to be advised of the proceedings.

1. Applicant Bayside Development, LLC Phone _____
Address 3819 N Toben St, Wichita, KS Zip Code 67226

Agent Garrett George (CESO, Inc.) Phone _____
Address 1000 Legion Place, Orlando, FL Zip Code 32801

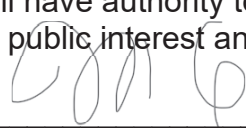
2. Applicant _____ Phone _____
Address _____ Zip Code _____

Agent _____ Phone _____
Address _____ Zip Code _____

3. Applicant _____ Phone _____
Address _____ Zip Code _____

Agent _____ Phone _____
Address _____ Zip Code _____

The applicant certifies that the foregoing information is true and correct to the best of their knowledge and acknowledges that the Planning Commission and/or Governing Body shall have authority to impose such conditions as it deems necessary in order to serve the public interest and welfare.



Applicant's Signature

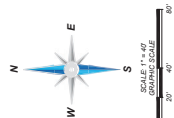
BY

Authorized Agent (If Any)

The Petition must bear the signature(s) of the property owner(s). If an authorized agent signs on the owner's behalf, the agent shall sign his own name and attach the owner's written notarized authorization to this application.

5440 NORTH SUNFLOWER COURT

LOCATED IN: SECTION 16, TOWNSHIP 26 SOUTH, RANGE 2 EAST
BEL AIRE, SEDGWICK COUNTY, KANSAS 67226



LEGEND & SYMBOLS

- [illegible]

LINE	BEARING	DISTANCE
1	S 00° 30' 11" E	3.742

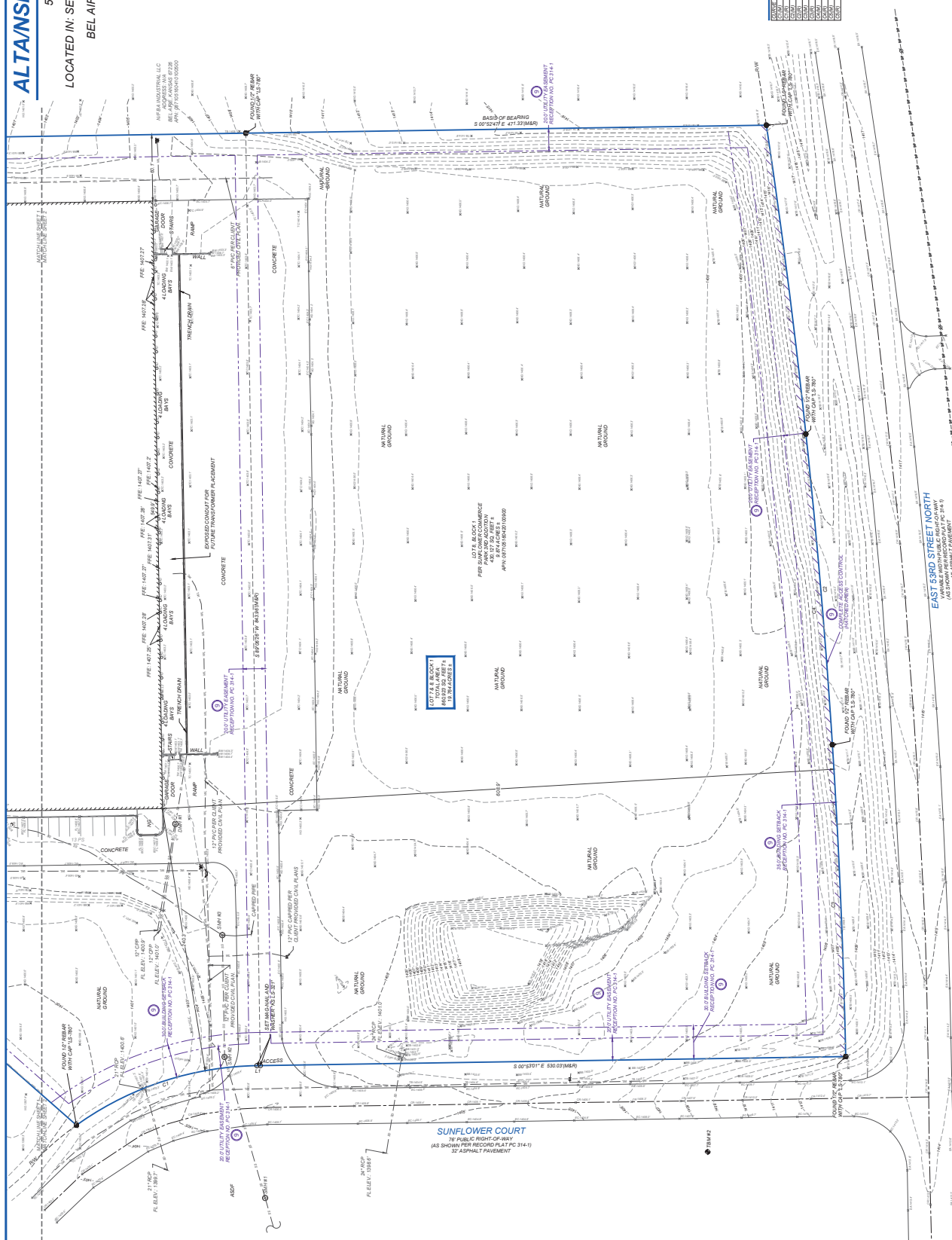
RAIL	RAILS	ARC LENGTH	CHORD BEAM	CHORD LENGTH	DELTA ANGLE
INCHES	FEET	INCHES	FEET	INCHES	DEGREES
1.00	18.00	1.414	9.165 @ 4° W	17.026	34.653 F
1.50	27.00	1.747			
2.00	36.00	2.080	8.837 @ 4° W	16.588	33.617 F
2.50	45.00	2.413			
3.00	54.00	2.746	8.517 @ 4° W	16.247	32.545 F
3.50	63.00	3.079			
4.00	72.00	3.412	8.197 @ 4° W	15.928	31.443 F
4.50	81.00	3.745			
5.00	90.00	4.078	7.876 @ 4° W	15.628	30.313 F
5.50	99.00	4.411			
6.00	108.00	4.744	7.555 @ 4° W	15.346	29.157 F
6.50	117.00	5.077			
7.00	126.00	5.410	7.234 @ 4° W	15.080	27.977 F
7.50	135.00	5.743			
8.00	144.00	6.076	6.913 @ 4° W	14.826	26.773 F
8.50	153.00	6.409			
9.00	162.00	6.742	6.592 @ 4° W	14.584	25.547 F
9.50	171.00	7.075			
10.00	180.00	7.408	6.271 @ 4° W	14.352	24.299 F
10.50	189.00	7.741			
11.00	198.00	8.074	5.950 @ 4° W	14.130	23.030 F
11.50	207.00	8.407			
12.00	216.00	8.740	5.629 @ 4° W	13.916	21.742 F
12.50	225.00	9.073			
13.00	234.00	9.406	5.308 @ 4° W	13.710	20.435 F
13.50	243.00	9.739			
14.00	252.00	10.072	4.987 @ 4° W	13.512	19.110 F
14.50	261.00	10.405			
15.00	270.00	10.738	4.666 @ 4° W	13.322	17.768 F
15.50	279.00	11.071			
16.00	288.00	11.404	4.345 @ 4° W	13.139	16.409 F
16.50	297.00	11.737			
17.00	306.00	12.070	4.024 @ 4° W	12.963	15.034 F
17.50	315.00	12.403			
18.00	324.00	12.736	3.703 @ 4° W	12.794	13.644 F
18.50	333.00	13.069			
19.00	342.00	13.402	3.382 @ 4° W	12.632	12.239 F
19.50	351.00	13.735			
20.00	360.00	14.068	3.061 @ 4° W	12.476	10.819 F
20.50	369.00	14.401			
21.00	378.00	14.734	2.740 @ 4° W	12.326	9.384 F
21.50	387.00	15.067			
22.00	396.00	15.400	2.419 @ 4° W	12.182	7.934 F
22.50	405.00	15.733			
23.00	414.00	16.066	2.098 @ 4° W	12.044	6.469 F
23.50	423.00	16.399			
24.00	432.00	16.732	1.777 @ 4° W	11.912	4.989 F
24.50	441.00	17.065			
25.00	450.00	17.398	1.456 @ 4° W	11.785	3.494 F
25.50	459.00	17.731			
26.00	468.00	18.064	1.135 @ 4° W	11.664	1.985 F
26.50	477.00	18.397			
27.00	486.00	18.730	0.814 @ 4° W	11.548	0.461 F
27.50	495.00	19.063			
28.00	504.00	19.396	0.493 @ 4° W	11.437	-0.063 F
28.50	513.00	19.729			
29.00	522.00	20.062	0.172 @ 4° W	11.331	-0.587 F
29.50	531.00	20.395			
30.00	540.00	20.728	0.000 @ 4° W	11.229	-1.099 F
30.50	549.00	21.061			
31.00	558.00	21.394	-0.321 @ 4° W	11.131	-1.600 F
31.50	567.00	21.727			
32.00	576.00	22.060	-0.642 @ 4° W	11.037	-2.091 F
32.50	585.00	22.393			
33.00	594.00	22.726	-0.963 @ 4° W	10.947	-2.572 F
33.50	603.00	23.059			
34.00	612.00	23.392	-1.284 @ 4° W	10.861	-3.043 F
34.50	621.00	23.725			
35.00	630.00	24.058	-1.605 @ 4° W	10.778	-3.504 F
35.50	639.00	24.391			
36.00	648.00	24.724	-1.926 @ 4° W	10.698	-3.955 F
36.50	657.00	25.057			
37.00	666.00	25.390	-2.247 @ 4° W	10.621	-4.396 F
37.50	675.00	25.723			
38.00	684.00	26.056	-2.568 @ 4° W	10.547	-4.827 F
38.50	693.00	26.389			
39.00	702.00	26.722	-2.889 @ 4° W	10.475	-5.248 F
39.50	711.00	27.055			
40.00	720.00	27.388	-3.210 @ 4° W	10.405	-5.659 F
40.50	729.00	27.721			
41.00	738.00	28.054	-3.531 @ 4° W	10.337	-6.060 F
41.50	747.00	28.387			
42.00	756.00	28.720	-3.852 @ 4° W	10.271	-6.451 F
42.50	765.00	29.053			
43.00	774.00	29.386	-4.173 @ 4° W	10.207	-6.832 F
43.50	783.00	29.719			
44.00	792.00	30.052	-4.494 @ 4° W	10.145	-7.203 F
44.50	801.00	30.385			
45.00	810.00	30.718	-4.815 @ 4° W	10.084	-7.564 F
45.50	819.00	31.051			
46.00	828.00	31.384	-5.136 @ 4° W	10.025	-7.915 F
46.50	837.00	31.717			
47.00	846.00	32.050	-5.457 @ 4° W	9.968	-8.256 F
47.50	855.00	32.383			
48.00	864.00	32.716	-5.778 @ 4° W	9.913	-8.587 F
48.50	873.00	33.049			
49.00	882.00	33.382	-6.099 @ 4° W	9.860	-8.908 F
49.50	891.00	33.715			
50.00	900.00	34.048	-6.420 @ 4° W	9.808	-9.219 F
50.50	909.00	34.381			
51.00	918.00	34.714	-6.741 @ 4° W	9.758	-9.520 F
51.50	927.00	35.047			
52.00	936.00	35.380	-7.062 @ 4° W	9.709	-9.811 F
52.50	945.00	35.713			
53.00	954.00	36.046	-7.383 @ 4° W	9.661	-10.092 F
53.50	963.00	36.379			
54.00	972.00	36.712	-7.704 @ 4° W	9.615	-10.363 F
54.50	981.00	37.045			
55.00	990.00	37.378	-8.025 @ 4° W	9.570	-10.624 F
55.50	999.00	37.711			
56.00	1008.00	38.044	-8.346 @ 4° W	9.526	-10.875 F
56.50	1017.00	38.377			
57.00	1026.00	38.710	-8.667 @ 4° W	9.483	-11.116 F
57.50	1035.00	39.043			
58.00	1044.00	39.376	-8.988 @ 4° W	9.441	-11.347 F
58.50	1053.00	39.709			
59.00	1062.00	40.042	-9.309 @ 4° W	9.400	-11.568 F
59.50	1071.00	40.375			
60.00	1080.00	40.708	-9.630 @ 4° W	9.360	-11.779 F
60.50	1089.00	41.041			
61.00	1098.00	41.374	-9.951 @ 4° W	9.321	-11.980 F
61.50	1107.00	41.707			
62.00	1116.00	42.040	-10.272 @ 4° W	9.283	-12.171 F
62.50	1125.00	42.373			
63.00	1134.00	42.706	-10.593 @ 4° W	9.246	-12.352 F
63.50	1143.00	43.039			
64.00	1152.00	43.372	-10.914 @ 4° W	9.210	-12.523 F
64.50	1161.00	43.705			
65.00	1170.00	44.038	-11.235 @ 4° W	9.175	-12.684 F
65.50	1179.00	44.371			
66.00	1188.00	44.704	-11.556 @ 4° W	9.141	-12.835 F
66.50	1197.00	45.037			
67.00	1206.00	45.370	-11.877 @ 4° W	9.108	-12.976 F
67.50	1215.00	45.703			
68.00	1224.00	46.036	-12.198 @ 4° W	9.076	-13.107 F
68.50	1233.00	46.369			
69.00	1242.00	46.702	-12.519 @ 4° W	9.045	-13.228 F
69.50	1251.00	47.035			
70.00	1260.00	47.368	-12.840 @ 4° W	9.015	-13.339 F
70.50	1269.00	47.701			
71.00	1278.00	48.034	-13.161 @ 4° W	8.986	-13.440 F
71.50	1287.00	48.367			
72.00	1296.00	48.700	-13.482 @ 4° W	8.958	-13.531 F
72.50	1305.00	49.033			
73.00	1314.00	49.366	-13.803 @ 4° W	8.931	-13.612 F
73.50	1323.00	49.699			
74.00	1332.00	50.032	-14.124 @ 4° W	8.905	-13.683 F
74.50	1341.00	50.365			
75.00	1350.00	50.698	-14.445 @ 4° W	8.880	-13.744 F
75.50	1359.00	51.031			
76.00	1368.00	51.364	-14.766 @ 4° W	8.856	-13.795 F
76.50	1377.00	51.697			
77.00	1386.00	52.030	-15.087 @ 4° W	8.833	-13.836 F
77.50	1395.00	52.363			
78.00	1404.00	52.696	-15.408 @ 4° W	8.811	-13.867 F
78.50	1413.00	53.029			
79.00	1422.00	53.362	-15.729 @ 4° W	8.790	-13.888 F
79.50	1431.00	53.695			
80.00	1440.00	54.028	-16.050 @ 4° W	8.770	-13.909 F
80.50	1449.00	54.361			
81.00	1458.00	54.694	-16.371 @ 4° W	8.751	-13.920 F
81.50	1467.00	55.027			
82.00	1476.00	55.360	-16.692 @ 4° W	8.732	-13.931 F
82.50	1485.00	55.693			
83.00	1494.00	56.026	-17.013 @ 4° W	8.714	-13.942 F
83.50	1503.00	56.359			
84.00	1512.00	56.692	-17.334 @ 4° W	8.696	-13.953 F
84.50	1521.00	57.025			
85.00	1530.00	57.358	-17.655 @ 4° W	8.679	-13.964 F
85.50	1539.00	57.691			
86.00	1548.00	58.024	-17.976 @ 4° W	8.662	-13.975 F
86.50	1557.00	58.357			
87.00	1566.00	58.690	-18.297 @ 4° W	8.646	-13.986 F
87.50	1575.00	59.023			
88.00	1584.00	59.356	-18.618 @ 4° W	8.630	-13.997 F
88.50	1593.00	59.689			
89.00	1602.00	60.022	-18.939 @ 4° W	8.615	-14.008 F
89.50	1611.00	60.355			
90.00	1620.00	60.688	-19.260 @ 4° W	8.600	-14.019 F
90.50	1629.00	61.021			
91.00	1638.00	61.354	-19.581 @ 4° W	8.586	-14.030 F
91.50	1647.00	61.687			
92.00	1656.00	62.020	-19.902 @ 4° W	8.572	-14.041 F
92.50	1665.00	62.353			
93.00	1674.00	62.686	-20.223 @ 4° W	8.559	-14.052 F
93.50	1683.00	63.019			
94.00	1692.00	63.352	-20.544 @ 4° W	8.546	-14.063 F
94.50	1701.00	63.685			
95.00	1710.00	64.018	-20.865 @ 4° W	8.534	-14.074 F
95.50	1719.00	64.351			
96.00	1728.00	64.684	-21.186 @ 4° W	8.522	-14.085 F
96.50	1737.00	65.017			
97.00	1746.00	65.350	-21.507 @ 4° W	8.511	-14.096 F
97.50	1755.00	65.683			
98.00	1764.00	66.016	-21.828 @ 4° W	8.500	-14.107 F
98.50	1773.00	66.349			
99.00	1782.00	66.682	-22.149 @ 4° W	8.490	-14.118 F
99.50	1791.00	67.015			
100.00	1800.00	67.348	-22.470 @ 4° W	8.480	-14.129 F

BLFW

Section XI, Item A.

Surveying | Engineering | Environmental
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72701
EMAIL: SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 FAX: 479.582.1883
WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: 24-8225	SURVEY DRAWING TL - 11/21/2024
SURVEY REVIEWED BY: D	SHEET: 2 OF 9



(Notification posted on the City of Bel Aire website, the designated official City newspaper for the City of Bel Aire on February 20, 2025)

OFFICIAL NOTICE OF VACATION HEARING

TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:

Notice is Hereby Given that on March 13, 2025, the City of Bel Aire Planning Commission will consider the following Vacation hearing in the order placed on the agenda after 6:30 p.m. in the City Council Chamber at City Hall in Bel Aire, Kansas:

VAC-25-01. Vacate 20' Utility Easement Reception No. PC 314-1

Legal Description: Lots 7 and 8; Block 1, Sunflower Commerce Park 3rd Addition, Bel Aire, Sedgwick County, Kansas.

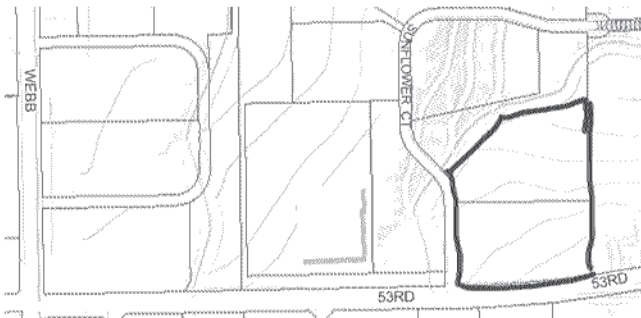
General Location: 5440 Sunflower Court- E 53rd St and Webb Rd.

You may appear at this time either in person or by agent or attorney, if you so desire, and be heard on the matter. After hearing the views and wishes of all the persons interested in the case, the Planning Commission may close the hearing and consider a recommendation to the Governing Body, which, if approved under the City Zoning and Sub- Division regulations, would be effectuated by city code. The public hearing may be recessed and continued from time to time without notice.

DATED this 20 day of February 2025.

/s/ Paula Downs

Bel Aire Planning Commission Secretary





AFFIDAVIT OF PUBLICATION

State of Kansas, Sedgwick County, ss:

Melissa Krehbiel, City Clerk

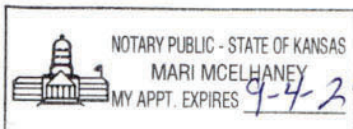
Being first duly sworn, deposes and says:

That I, Melissa Krehbiel, City Clerk of the City of Bel Aire, Kansas, has published the attached notice on the City of Bel Aire website, www.belaireks.gov, which website is designated as the official City newspaper for the City of Bel Aire, Kansas by Charter Ordinance No. 25, effective August 6, 2024.

That the attached Official Notice of Zoning Hearing PUD-24-04 is a true copy thereof and was published on such website beginning on the 20th day of February, 2025.

Melissa Krehbiel
Signature

SUBSCRIBED AND SWORN to before me this 20th day of February, 2025.



(seal)

Mari McElhane
Notary Public

City of Bel Aire
Melissa Krehbiel – City Clerk
7651 East Central Park Avenue
Bel Aire, Kansas 67226
316-744-2451
www.belaireks.gov



OWNERSHIP LIST

PROPERTY DESCRIPTION		PROPERTY OWNER
Lot 8, Blk 1 Subject Property	Sunflower Commerce Park 3rd Addition	Bayside Development, LLC 3819 N. Toben St. Wichita, KS 67226
Lot 7, Blk 1 AND Reserves A & B	“	Bayside Development, LLC 3819 N. Toben St. Wichita, KS 67226
Lot 3, Blk A AND Reserve A	Sunflower Commerce Park 2nd Addition	BA Industrial, LLC 165 S. Rock Island, Ste. 300 Wichita, KS 67202
Lot 7, Blk C	Sunflower Commerce Park Addition	Stream’s Edge Properties, LLC 6450 Poe Ave, Ste. 311 Dayton, OH 45414
Lot 8, Blk C	“	Waltons, Inc. 3639 N. Comotara St. Wichita, KS 67226
Reserve C	“	City of Bel Aire Public Building Commissio 7651 E. Central Park Ave. Bel Aire, KS 67226



We hereby certify the foregoing to be a true and correct list of the property owners of the herein before described lots within a 200 foot radius of:

Lot 8, Block 1, Sunflower Commerce Park 3rd Addition to the City of Bel Aire, Sedgwick County, Kansas.

as shown by the last deed of record filed in the Office of the Register of Deeds, Sedgwick County, Kansas, on the 7th day of February, 2025, at 7:00 A.M.

SECURITY 1ST TITLE

By: 

LICENSED ABSTRACTER

Order: 3117562

KJK

City of Bel Aire, Kansas

STAFF REPORT

DATE: 03/7/2025

TO: City Manager

FROM: Marty McGee

RE: Sewer Easement Machine



BACKGROUND: The city is responsible for proper sewer maintenance and daily monitoring. Bel Aire has around 60.5 miles of sewer lines that require cleaning and televising to find and prevent any damage that may occur to sewer mains which is caused by the caustic nature of raw sewage as well as tree roots, shifting grounds, and on occasions damage caused by other utilities.

DISCUSSION: Staff sections off portions of the town each year to have sewer lines cleaned and televised, this allows us to maintain sewer functions and proper flow daily. The easement machine plays a critical role in maintaining our sewer system. Our current easement machine was purchased in 1998 and needs replaced due to transmission and hydraulic failures. This easement machine allows public works to reach manholes in residents backyards and maintain proper daily maintenance allowing the city to function properly.

In adhering to the City's purchasing policy, staff solicited bids from three companies, which are shown in the table below.

Contractors	Bid amount		Lead Time
Key Equipment- Pipe Hunter Easement Machine	\$68,850.00	Trailer	3-Months
Key Equipment-US Jetting Easement Machine	\$109,750.00	Trailer	3-Months
Armor Equipment-SECA	\$85,458.00	No Trailer	4-Months
Prowler Equipment- Elliot Equipment	\$67,500.00	No Trailer	5- Months

FINANCIAL CONSIDERATIONS: Funding for this equipment will come from the Equipment Reserve Fund.

POLICY DECISION: Staff are adhering to City policy in gathering a minimum of three bids.

RECOMENDATION: Staff recommends the City Council accept the bid from Key Equipment in the amount of \$68,850.00


City of Bel Aire
PipeHunter SideTrac


2025 PipeHunter
Easement Warranty It


City of Bel Aire USJ
Easement Machine.pd


QUOTE BELAIRE
600WH 2-25 SW2.pd


Prowler PR-ET
Proposal - Bel Aire, KS



3/7/2025

City of Bel Aire
 Attn: Marty McGee
 7651 E Central Park Ave
 Bel Aire, KS 67226



Re: PipeHunter Side-Trac Easement Machine

Marty,

Key Equipment & Supply Co. and I greatly appreciate the opportunity to work with you for your sewer cleaning equipment. It is a pleasure to supply you with a HGACBuy proposal for a new PipeHunter SideKick Side-Trac Easement machine. **We proudly offer mobile service to Bel Aire and offer 3 local employees to help provide additional service and parts support.**

PipeHunter SideKick Side-Trac easement units are versatile pieces of equipment. These are great for solving the problem of inaccessible manholes and keep operators from dragging hose, tearing up residential property, and risking injury. The PipeHunter SideKick is built rugged and is powered by a reliable Honda 25hp engine. Please see below for a complete list of specifications.

The PipeHunter SideKick Side-Trac Easement Machine includes:

- 600' x 1" Capacity Jet Hose Reel
- 500' x 1" x 3,000 PSI Sewer Cleaning Hose
- Articulating Reel Option Hydraulic Powered Articulation Worm Gear
- Hydraulic Reel In/Out
- Reel Speed Control
- Double Roller Level-wind 45 Degrees
- Footage counter manual
- 10' Leader Hose
- Tiger Tail
- Water Pressure Gauge
- Hose Connection for Transport with Water Feed Connection
- Dump Hose and Pipe (Water ON/OFF @ Easement)
- Honda Gas 24 HP Electric Start Hour Meter
- Hydraulic Drive Tracks (Rubber) 36" Wide
- Hydraulic Pressure Gauge
- Remote Pendant LEFT/RIGHT Forward/Reverse
- Outriggers (4 Total)

- Trac Hydraulic Extend 36" to 48"
- Trailer – Custom Built 12'L Tilt – Treadplate decking Single Axle 3500lb
- Aluminum Storage Box
- DOT Lighting Package
- Electric Brakes
- PipeHunter Speed Liner Frame & Reel

HGACBuy Contract Pricing as follows:

One (1) New PipeHunter Side-Trac:	\$ 64,350.00
Trade In 1998 Bel Aire Wheeled Easement Machine	\$ -2,000.00

<u>Optional Custom Trailer (specs included above)</u>	<u>\$ 6,500.00</u>
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Total Invoice Amount:	\$ 68,850.00
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This proposal becomes a contract for delivery and payment of the merchandise listed above when signed by the customer or one of its officers. * Subject to availability.

Customer Name _____

By _____ Date _____

All Quotes are valid for 30 Days

Thank you for your consideration of Key Equipment & Supply Co. and PipeHunter. We greatly appreciate your business. If you have any questions, or would like additional information, please don't hesitate to contact me directly at 913-915-7801 or nmiller@keyequipment.com

Respectfully,



Nate Miller
Territory Manager
Key Equipment & Supply Co

*Sample photos



St. Louis

Key Equipment & Quality Rents
13507 Northwest Industrial Drive
Bridgeton, MO 63044
800-325-4323

Kansas City

Key Equipment & Quality Rents
6716 Berger Avenue
Kansas City, KS 66111
800-262-0149

Springfield

Key Equipment & Quality Rents
1315 Ottis Street
Springfield, IL 62703
217-313-7408



New 2025 PipeHunter Sidekick & Side-Trac Warranty Items:

- Pipehunter Honda Engines – 2 YR
- All other Components- 1 YR Manufacture Defects

WARRANTY

Underground Inc., as Manufacturer of PipeHunter Equipment, warrants that all equipment produced by it and bearing the PipeHunter name shall be free from defects in material and workmanship, under normal use and service as determined by Underground, Inc. for a period of twelve (12) months from the date of delivery to the first retail purchaser. If the unit is first placed into service as a demonstrator, the warranty period shall begin on the date the unit is first placed in such service.

Should any equipment or part of such equipment sold hereunder prove to be defective in material or workmanship within said period, and be returned to Manufacturing facility no later than 15 days after the expiration date of the warranty, transportation charges prepaid by the Buyer, and upon examination be found to be defective, such part will be replaced at the factory by the Manufacturer free of charge. Duly the Manufacturer shall be under no further liability in respect to such warranty. It is expressly understood that Manufacturer's liability is limited to furnishing of such replacement parts within a reasonable length of time and that Manufacturer will not be liable for any damages, losses or expenses arising in connection with the use of or inability to use the unit(s) whatsoever. The Buyer shall be responsible for the payment of duties or taxes on warranty parts, if applicable. The Manufacturer shall be under no liability because of normal wear and tear or operation or maintenance contrary to the manufacturer's official Operator's manual. The Buyer accepts any liability for damage or injury resulting from the removal or alteration of safety guards and safety precautions provided on the unit at the delivery time. This warranty shall not apply and Underground shall have no liability under it or otherwise if the unit shall have been injured by accident, careless handling or improper applications or if any repairs have been made to the unit by other than UNDERGROUND, its agents or employees.

Warranties covering major components not of Pipehunter manufacture (power plants, hydraulics, trucks, transmissions, electrical components, batteries, tires, etc.) are warranted by their respective manufacturers.

THIS WARRANTY IS NOT TRANSFERABLE

Tommy Stoneman
President



2/24/2025



The Better Jetter™

City of Bel Aire
Attn: Marty McGee
7651 E Central Park Ave
Bel Aire, KS 67226

Re: US Jetting Easement Machine

Marty,

Key Equipment & Supply Co. and I greatly appreciate the opportunity to work with you for your sewer cleaning equipment. It is a pleasure to supply you with a proposal for a new US Jetting Easement machine.

The US Jetting Easement Machine is a powerful tool that allows jetting machines to access challenging locations with remote sewer lines. It's perfect for areas that are inaccessible for regular vehicles, such as flood plains. The Easement Machine is essentially a mobile reel that is an extension of your hydro jetter but with tracks that can travel over cumbersome terrain. The machine comes equipped with a hose connection that pulls the main sewer jetter hose with the easement as it moves to the jetting location. Upon arrival, the hose is reconnected to the main easement hose swivel and the easement jetting hose is utilized from there for an additional 500'. This machine is easy to maneuver, doesn't damage the terrain it climbs over, and is simple to operate.

US Jetting Easement Machine contains the following features:

Dimensions: 81" x 36" x 63" (track extension allows up to 47" width)

- Compatible with all jetting packages ranging from 2000-4000 PSI, 18-65 GPM
- Standard equipped with 500' of ¾" – 1" sewer hose (based on pressure and flow)
- Adjustable tracks extend for stability and retract for narrow access
- Pendant controlled, but optional upgrade to wireless remote handheld
- Optional water selector valve to divert water away from hose reel
- Hydraulic Release Park Lock
- Low Profile Design with fixed reel
- Reel Based Out Riggers with manual adjustment
- Direct Drive Hose Reel manual pivot
- Electric Pivot control for propel functions

- 4-gallon fuel tank
- 4-gallon hydraulic reservoir with premium filtration
- 20.8 Honda Gas Engine
- Engine Hour Meter
- 2 Speed Operation 1.4mph LOW and 2.8 mph HIGH
- Trailer –Single Axle 3500lb
- DOT Lighting Package
- Electric Brakes

Pricing as follows:

One (1) US Jetting Easement Machine: \$ 97,000.00

Optional Custom Trailer (specs included above) \$ 12,750.00

Total Invoice Amount: \$109,750.00

This proposal becomes a contract for delivery and payment of the merchandise listed above when signed by the customer or one of its officers. * Subject to availability.

Customer Name _____

By _____ Date _____

All Quotes are valid for 30 Days

Thank you for your consideration of Key Equipment & Supply Co. and PipeHunter. We greatly appreciate your business. If you have any questions, or would like additional information, please don't hesitate to contact me directly at 913-915-7801 or nmiller@keyequipment.com

Respectfully,



Nate Miller
Territory Manager
Key Equipment & Supply Co



St. Louis

Key Equipment & Quality Rents
13507 Northwest Industrial Drive
Bridgeton, MO 63044
800-325-4323

Kansas City

Key Equipment & Quality Rents
6716 Berger Avenue
Kansas City, KS 66111
800-262-0149

Springfield

Key Equipment & Quality Rents
1315 Ottis Street
Springfield, IL 62703
217-313-7408



QUOTATION

Page 1 of 1

Name
CITY OF BELAIRE
Address
4103 N WOODLAWN
City, State, ZIP
BELAIRE, KS 67220

FOB

Delivery Date
4/18/2025
Other

Date
02/21/25

Contact
MARTY MCGEE

Telephone
316-744-2888

Fax

Quantity	Description	Each	Total
1	JAJ-600WH EASEMENT MACHINE WITH: GAS POWERED, HYDRAULICALLY DRIVEN DUAL INDEPENDENT EXTENDABLE TRACKS SKID STYLE STEERING DUAL HYDRAULIC TOOL CIRCUIT ROTATING SAFETY HOSE REEL WITH AUTO LEVEL WIND FOOTAGE METER MOUNTED ON HOSE REEL VARIABLE SPEED HOSE REEL CONTROL 500' 1" 2500 PSI HOSE FLOOD AND STROBE LIGHTS 12 VOLT POWER OUTLET 10' LEADER HOSE WATER PRESSURE GAUGE AND HOUR METER 1 DAY TRAINING PROVIDED BY ARMOR EQUIPMENT 1 YEAR FULL FACTORY WARRANTY FOR PARTS AND LABOR	\$93,927.00	\$93,927.00
1	LESS SOURCEWELL DISCOUNT	-\$2,768.49	-\$2,768.49
1	LESS TRADE- IN OF 1998 EXTENDA PLUS EASEMENT MACHINE	-\$7,500.00	-\$7,500.00
	OPTION: GORILLA TRAILER 6.4X12 TANDEM UTILTIY TRAILER 2-3500LB AXLES WITH 1 BRAKE PAINTED FRAME	ADD \$3,500.00	

* all equipment sales require a signed order in order to
process and will be subject to sale until in place.

Quoted by: _____ Justin Hanson
Approved by: _____
Accepted by: _____

Sub Total \$83,658.51
Freight \$1,800.00
Sales Tax EXEMPT
TOTAL **\$85,458.51**



Prowler Equipment LLC

14219 Norby Road
Grandview, MO 64030

Section XI, Item B.

Quote

Date	Quote #
2/15/2025	19

Name / Address

City of Bel Aire
7651 E. Central Park Avenue
Bel Aire, KS 67220

Rep

Project

KH

Description	Qty	Total
Prowler Equipment LLC Model PR-ET extendable track easement machine complete with the following: expanding tracks from 35"-46"; 22.5hp Honda engine (EFI Fuel Injected); 180 degree rotating reel; 600' x 1" capacity reel; 600' x 1" sewer hose; variable hose reel speed control; manual level wind; 12-volt plug in; four (4) outriggers; two (2) work lights; footage counter; 15 gallon hydraulic tank integrated into the frame; powder coated paint finish.	1	67,500.00
Total		\$67,500.00

CONTRACT

for

SEWER EASEMENT MACHINE

THIS CONTRACT entered into this 1st day of April 2025, by and between the CITY OF BEL AIRE, KANSAS, a municipal corporation, hereinafter called "CITY", and KEY EQUIPMENT & SUPPLY CO., whose principal office is at 6716 Berger Avenue, Kansas City, KS 66111, Telephone Number (800) 262-0149, hereinafter called "CONTRACTOR".

WHEREAS, the CITY has solicited bids for a Sewer Easement Machine, and

WHEREAS, CONTRACTOR has submitted the bid most beneficial to the CITY and is ready, willing, and able to provide the commodities and/or services required by the CITY.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. CONTRACTOR shall provide to the CITY all those commodities and/or services specified in the Proposal dated 03/07/25 as described in Exhibit C (2 pages). The CONTRACTOR warrants those commodities and/or services as described in Exhibit D (1 page), beginning on the date that the equipment is delivered to the CITY and accepted as conforming goods by City staff. Exhibit C and D shall be considered a part of this contract.

All equipment shall be delivered at CONTRACTOR's expense to the requested City job site within 3 months from the time of ordering. Any extension of the delivery date is within the City's sole discretion. Failure of CONTRACTOR to timely deliver the equipment shall allow CITY to cancel the contract without payment or penalty.

The parties further agree that all provisions of Exhibit A and B, are effective between them and govern this Contract.

2. Compensation. CITY agrees to pay to CONTRACTOR the following contract price for a New Sewer Easement Machine, Trade In of Bel Aire's 1998 Sewer Easement Machine, and New Custom Built Trailer, for the Public Works Department. This contract price is pu, and CONTRACTOR's Proposal dated March 7, 2025, and as approved by the City Council on April 1, 2025.

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<u>Description</u>	<u>Total Cost</u>
(1) New 2025 PipeHunter SideKick & Side-Trac Easement Machine with Honda 25hp engine, all other specifications per Exhibit C, and all warranty terms per Exhibit D.	\$64,350.00
(1) Trade in of 1998 Bel Aire Wheeled Easement Machine	- \$2,000.00
(1) New Custom Built 12'L Tilt Trailer, all other specifications per Exhibit C, and all warranty terms per Exhibit D.	<u>\$ 6,500.00</u>
Total Amount:	\$68,850.00

3. Indemnification and Insurance. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons, property or other liability loss arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

4. Incorporation of Documents. Exhibit A (Bel Aire's Mandatory Terms and Conditions Attachment) and Exhibit B (Bel Aire's Mandatory Independent Contactor Addendum) are attached hereto and are incorporated into this Contract as essential terms.

5. Warranties and Representation. Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Agreement 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. In the event no quality is specified on the face hereof, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If delivery of goods or equipment and/or rendering of services cannot be maintained, Contractor must notify City immediately. Upon Contractor's failure to maintain delivery or otherwise perform hereunder, City reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence. This remedy is in addition to any other remedy which City may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.

6. Safety Recall Notices. Throughout the term of this contract and at all times thereafter, Contractor must immediately notify City of any and all 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.

7. Entire 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.

8. 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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IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST: **CITY OF BEL AIRE, KANSAS**

Melissa Krehbiel, City Clerk

Jim Benage, Mayor

APPROVED AS TO FORM ONLY **MASTER TECH TRUCK & EQUIPMENT**

Maria A. Schrock, City Attorney

Signature

Printed Name

Title

EXHIBIT A
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 Vendor named on the Purchase Order/Quotation.

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

10. The City shall not hold harmless or indemnify the Vendor beyond the liability that may be incurred under the Kansas Tort Claims Act (KSA 75-6101 et seq.).
11. The City shall not be required to purchase insurance against any liability loss or damage to which this Contract relates. The Vendor shall bear the risk of loss to any person or property over which it has authority or control, however exercised.
12. This Contract shall be interpreted and implemented so that the City remains in compliance with the Cash Basis Law (KSA 10-1112 and 10-1113), the Budget Law (KSA 79-2935) and all other laws of the State of Kansas. The City retains the right to unilaterally modify or terminate this Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws.
13. The obligation to supply goods or services under this Contract is personal to this Vendor, and cannot be assigned, subcontracted or transferred to another without the written consent of the City.
14. This Contract is intended solely for the benefit of the City and the Vendor. The parties do not intend that it benefit, either directly or indirectly, any third party. No third party may sue for damages based on the terms or performance of this Contract.
15. Vendor shall be in default of this Contract in the event that Vendor (i) applies for or consents to the appointment of a receiver, trustee or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debt, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute or admits the material allegation of a petition filed against it in any legal proceedings, or if an action shall be taken by vendor for the purpose of accomplishing any of the above actions.
16. Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Contract both as to time and quantities, with City reserving the right to cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. If no schedule for delivery appears otherwise in the Contract, delivery shall be completed in a reasonable time, judged by the continuing utility to and viability of the City's related project or service.
17. In the event no quality is specified on the face of the Purchase Order/Quotation, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If Vendor cannot maintain delivery of goods or equipment and/or rendering of services according to the agreed schedule, Vendor must notify City immediately. Upon Vendor's failure to maintain delivery or otherwise perform hereunder, City reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence. This remedy is in addition to any other remedy which City may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.

18. Vendor must immediately notify City of any safety recall notices of products, goods and services Vendor has provided to City. In addition, Vendor shall remedy the recalled defect(s), at no cost to City, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to City in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section survives expiration or termination of the Agreement.
19. The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq., as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
- a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.
 - b. In all solicitations or advertisement for employees, the vendor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.
 - d. Vendor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or vendor.
 - e. Exempted from these requirements are:
 - (1) Any vendor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).
 - (2) Any vendor who employs fewer than four (4) employees during the term of this Contract.
 - (3) Vendors who hold contracts with the City of Bel Aire with a cumulative total of five thousand dollars (\$5,000.00) or less during the City's Fiscal Year.
 - f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the vendor shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973; the Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated thereunder. Any finding adverse to the vendor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become

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

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EXHIBIT B
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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EXHIBIT C
PAGE 1 OF 2



3/7/2025

City of Bel Aire
Attn: Marty McGee
7651 E Central Park Ave
Bel Aire, KS 67226

Re: PipeHunter Side-Trac Easement Machine



Marty,

Key Equipment & Supply Co. and I greatly appreciate the opportunity to work with you for your sewer cleaning equipment. It is a pleasure to supply you with a HGACBuy proposal for a new PipeHunter SideKick Side-Trac Easement machine. **We proudly offer mobile service to Bel Aire and offer 3 local employees to help provide additional service and parts support.**

PipeHunter SideKick Side-Trac easement units are versatile pieces of equipment. These are great for solving the problem of inaccessible manholes and keep operators from dragging hose, tearing up residential property, and risking injury. The PipeHunter SideKick is built rugged and is powered by a reliable Honda 25hp engine. Please see below for a complete list of specifications.

The PipeHunter SideKick Side-Trac Easement Machine includes:

- 600' x 1" Capacity Jet Hose Reel
- 500' x 1" x 3,000 PSI Sewer Cleaning Hose
- Articulating Reel Option Hydraulic Powered Articulation Worm Gear
- Hydraulic Reel In/Out
- Reel Speed Control
- Double Roller Level-wind 45 Degrees
- Footage counter manual
- 10' Leader Hose
- Tiger Tail
- Water Pressure Gauge
- Hose Connection for Transport with Water Feed Connection
- Dump Hose and Pipe (Water ON/OFF @ Easement)
- Honda Gas 24 HP Electric Start Hour Meter
- Hydraulic Drive Tracks (Rubber) 36" Wide
- Hydraulic Pressure Gauge
- Remote Pendant LEFT/RIGHT Forward/Reverse
- Outriggers (4 Total)

EXHIBIT C

PAGE 2 OF 2

- Trac Hydraulic Extend 36" to 48"
- Trailer – Custom Built 12'L Tilt – Treadplate decking Single Axle 3500lb
- Aluminum Storage Box
- DOT Lighting Package
- Electric Brakes
- PipeHunter Speed Liner Frame & Reel

HGACBuy Contract Pricing as follows:

One (1) New PipeHunter Side-Trac:	\$ 64,350.00
Trade In 1998 Bel Aire Wheeled Easement Machine	\$ -2,000.00
Optional Custom Trailer (specs included above)	\$ 6,500.00

Total Invoice Amount: **\$ 68,850.00**

This proposal becomes a contract for delivery and payment of the merchandise listed above when signed by the customer or one of its officers. * Subject to availability.

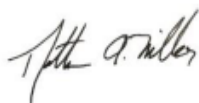
Customer Name _____

By _____ Date _____

All Quotes are valid for 30 Days

Thank you for your consideration of Key Equipment & Supply Co. and PipeHunter. We greatly appreciate your business. If you have any questions, or would like additional information, please don't hesitate to contact me directly at 913-915-7801 or nmiller@keyequipment.com

Respectfully,



Nate Miller
Territory Manager
Key Equipment & Supply Co

EXHIBIT D
PAGE 1 OF 1



New 2025 PipeHunter Sidekick & Side-Trac Warranty Items:

- Pipehunter Honda Engines – 2 YR
- All other Components- 1 YR Manufacture Defects

WARRANTY

Underground Inc., as Manufacturer of PipeHunter Equipment, warrants that all equipment produced by it and bearing the PipeHunter name shall be free from defects in material and workmanship, under normal use and service as determined by Underground, Inc. for a period of twelve (12) months from the date of delivery to the first retail purchaser. If the unit is first placed into service as a demonstrator, the warranty period shall begin on the date the unit is first placed in such service.

Should any equipment or part of such equipment sold hereunder prove to be defective in material or workmanship within said period, and be returned to Manufacturing facility no later than 15 days after the expiration date of the warranty, transportation charges prepaid by the Buyer, and upon examination be found to be defective, such part will be replaced at the factory by the Manufacturer free of charge. Duly the Manufacturer shall be under no further liability in respect to such warranty. It is expressly understood that Manufacturer's liability is limited to furnishing of such replacement parts within a reasonable length of time and that Manufacturer will not be liable for any damages, losses or expenses arising in connection with the use of or inability to use the unit(s) whatsoever. The Buyer shall be responsible for the payment of duties or taxes on warranty parts, if applicable. The Manufacturer shall be under no liability because of normal wear and tear or operation or maintenance contrary to the manufacturer's official Operator's manual. The Buyer accepts any liability for damage or injury resulting from the removal or alteration of safety guards and safety precautions provided on the unit at the delivery time. This warranty shall not apply and Underground shall have no liability under it or otherwise if the unit shall have been injured by accident, careless handling or improper applications or if any repairs have been made to the unit by other than UNDERGROUND, its agents or employees.

Warranties covering major components not of Pipehunter manufacture (power plants, hydraulics, trucks, transmissions, electrical components, batteries, tires, etc.) are warranted by their respective manufacturers.

THIS WARRANTY IS NOT TRANSFERABLE

Tommy Stoneman
President

Underground, Inc. – 1617 Garden Rd., Pearland TX, 77581 – www.pipehunter.com
800.373.1318 toll free – 281.485.9900 local – 281.485.5953 fax – sales@pipehunter.com

City of Bel Aire, Kansas

STAFF REPORT

DATE: March 17, 2025

TO: Ted Henry, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: Arthur Heights Estates Fire Hydrant Change Order



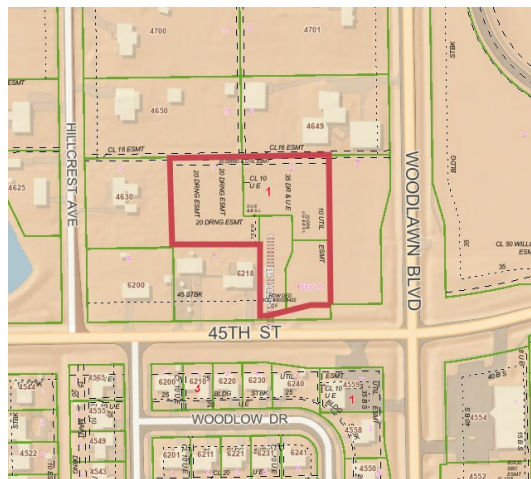
BACKGROUND:

The Developer is ready to proceed with the construction of storage units on the “flag” portion of the development pursuant to the PUD. As part of the review process, the Fire Department requested the installation of a fire hydrant inside the fence.

DISCUSSION:

Garver worked with the Developer to design the additional fire hydrant for Arthur Heights Estates and worked with the Contractor to obtain a bid price. The revised petition and resolution for this fire hydrant was accepted by Council on March 4th.

McCullough’s price for installing the additional fire hydrant and associated water line is \$22,399.53.



FINANCIAL CONSIDERATIONS: The cost of the improvements for these projects will be financed through a bond and spread as special assessments against the benefiting lots. The revised petition and resolution were accepted by Council at their meeting on March 4th.

RECOMENDATION: Staff recommends that the City Council accept Change Order No. 1 for the Arthur Heights Estates Water and Sanitary Sewer Extension project in the amount of \$22,399.53.



1995 Midfield Road
Wichita, KS 67209
TEL 316.264.8008
www.GarverUSA.com

Construction Contract Change Order

Project: Arthur Heights Estates WDS/SS Extension Bel Aire, KS Garver Job No. 21T41285					Change Order No. 1 Date Prepared: January 31, 2025 Prepared by: Levi C. Turner										
Owner: City of Bel Aire 7651 E Central Park Ave. Bel Aire, KS 67226					Contractor: McCullough Excavation, Inc. 9210 E 34th St. N. Wichita, KS 67226										
Description of Work Included in Contract Water Distribution System/Sanitary Sewer Extension to serve Arthur Heights Estates															
Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.) A. Add Fire Hydrant Assembly Attachments:															
Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost						
A.		Add Fire Hydrant Assembly	EA			1	\$22,399.53	\$0.00	\$22,399.53						
								\$0.00	\$0.00						
Summation of Cost								\$0.00	\$22,399.53						
Net Cost for this Change Order								\$22,399.53							
Estimated Project Cost <table style="width: 100%;"> <tr> <td style="width: 60%;">Original Contract Amount</td> <td style="text-align: right;">\$117,136.00</td> </tr> <tr> <td>This Change Order</td> <td style="text-align: right;">\$22,399.53</td> </tr> <tr> <td>New Contract Amount</td> <td style="text-align: right;">\$139,535.53</td> </tr> </table>					Original Contract Amount	\$117,136.00	This Change Order	\$22,399.53	New Contract Amount	\$139,535.53	Time Change Original Contract Start Date Original Contract Time (Working Days) 30 Additional Working Days granted by this Change Order New Contract Time (Working Days) 30 Suspended Time New Construction Completion Date				
Original Contract Amount	\$117,136.00														
This Change Order	\$22,399.53														
New Contract Amount	\$139,535.53														
THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS															
ISSUED FOR REASONS INDICATED ABOVE <table style="width: 100%;"> <tr> <td style="width: 40%;"> Engineer: Garver <div style="text-align: center;"> _____ Engineer's Signature </div> </td> <td style="width: 30%;"> Senior Project Manager <div style="text-align: center;"> _____ Title </div> </td> <td style="width: 30%;"> <div style="text-align: center;"> 1/31/25 Date </div> </td> </tr> </table>										Engineer: Garver <div style="text-align: center;"> _____ Engineer's Signature </div>	Senior Project Manager <div style="text-align: center;"> _____ Title </div>	<div style="text-align: center;"> 1/31/25 Date </div>			
Engineer: Garver <div style="text-align: center;"> _____ Engineer's Signature </div>	Senior Project Manager <div style="text-align: center;"> _____ Title </div>	<div style="text-align: center;"> 1/31/25 Date </div>													
ACCEPTED BY CONTRACTOR <table style="width: 100%;"> <tr> <td style="width: 40%;"> <div style="text-align: center;"> _____ Contractor's Signature </div> </td> <td style="width: 30%;"> Project Manager <div style="text-align: center;"> _____ Title </div> </td> <td style="width: 30%;"> <div style="text-align: center;"> 1/31/25 Date </div> </td> </tr> </table>										<div style="text-align: center;"> _____ Contractor's Signature </div>	Project Manager <div style="text-align: center;"> _____ Title </div>	<div style="text-align: center;"> 1/31/25 Date </div>			
<div style="text-align: center;"> _____ Contractor's Signature </div>	Project Manager <div style="text-align: center;"> _____ Title </div>	<div style="text-align: center;"> 1/31/25 Date </div>													
APPROVED BY OWNER <table style="width: 100%;"> <tr> <td style="width: 40%;"> <div style="text-align: center;"> _____ Owner's Signature </div> </td> <td style="width: 30%;"> <div style="text-align: center;"> _____ Title </div> </td> <td style="width: 30%;"> <div style="text-align: center;"> _____ Date </div> </td> </tr> </table>										<div style="text-align: center;"> _____ Owner's Signature </div>	<div style="text-align: center;"> _____ Title </div>	<div style="text-align: center;"> _____ Date </div>			
<div style="text-align: center;"> _____ Owner's Signature </div>	<div style="text-align: center;"> _____ Title </div>	<div style="text-align: center;"> _____ Date </div>													

Phone: 316-634-2199

Fax: 316-634-6071

E-mail: abby@mcculloughexcavation.com

Abby Showalter

McX Job #24020

January 28, 2025

To: Garver

Attn: Mariela Carrera

Proposed Change Order #1 – Fire Hydrant Assembly

Arthur Heights #24020

We are proposing a change order to install a fire hydrant assembly and 75 LF of sand backfill.

Proposed Hydrant

Add \$22,399.00

We propose to tap the existing 8" waterline with an 8"x8" tapping sleeve and valve. We will install 75 LF of 8" C900 pipe and a fire hydrant assembly. We will sand flush and vibrate 75 LF over the top of the pipe.

See price breakout below.

Arthur Heights #24020			
RFCO #1 - Fire Hydrant Assembly			
Materials			
Quantity	Description	Unit	Total
1	EA - 8"x8" Tapping Sleeve	\$915.00	\$915.00
1	EA - 8" Tapping Valve	\$1,330.00	\$1,330.00
1	EA - Roadway Valve Box	\$95.00	\$95.00
1	EA - 8" Flange Kit	\$31.00	\$31.00
1	EA - 3lb Anode	\$45.00	\$45.00
1	EA - Test Station	\$16.00	\$16.00
1	EA - 8" Gland Pack	\$40.00	\$40.00
			\$0.00
75	FT - 8" C900 Pipe	\$17.50	\$1,312.50
2	EA - Tracer Connector	\$6.50	\$13.00
1	EA - Tracer Wire	\$100.00	\$100.00
			\$0.00
1	EA - 5' Bury Fire Hydrant (Bel Aire Spec)	\$3,075.00	\$3,075.00
1	EA - 8"x6" Anchor Tee	\$219.00	\$219.00
1	EA - 6" Gate Valve	\$835.00	\$835.00
1	EA - Valve Box	\$85.00	\$85.00
2	EA - 3lb Anode	\$45.00	\$90.00
2	EA - Test Station	\$65.00	\$130.00
1	EA - 8" MJ Plug	\$84.00	\$84.00
2	EA - 8" Gland Pack	\$40.00	\$80.00
1	EA - 6" Bolt and Gasket Kit	\$26.00	\$26.00
2	EA - 6" Gland Pack	\$38.00	\$76.00
20	FT - 6" DI Pipe	\$25.75	\$515.00
22	FT - Poly Wrap	\$0.45	\$9.90
1	RL - Polywrap Tape	\$5.50	\$5.50
			\$0.00
100	TN - Fill Sand Delivered	\$11.00	\$1,100.00
			\$0.00
1	LD - Concrete	\$380.00	\$380.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
	Material Subtotal		\$10,607.90
	Sales Tax	0.00%	\$0.00
Labor and Equipment			
Days	Labor or Equipment	Daily Rate	Total
2	Mobilization (Each Way)	\$450.00	\$900.00
	Utility Locating/Probing	\$3,360.00	\$0.00
1.50	Days Crew Labor (5-man Crew)	\$3,300.00	\$4,950.00
1.50	Days Equipment / Tools	\$1,700.00	\$2,550.00
	Hours Estimating/Supervision	\$99.00	\$0.00
	Prints (\$5.40 for 24x36 / \$9.00 for larger)	\$5.40	\$0.00
	Labor and Equipment Subtotal		\$8,400.00
Services or Subcontracted			
Quantity	Description	Unit	Total
1	8" Tap by Mayer Specialty Services	\$470.00	\$470.00
0		\$0.00	\$0.00
			\$0.00
	Services or Subcontracted Subtotal		\$470.00
	Overall Subtotal		\$19,477.90
	Overhead and profit	15.00%	\$2,921.69
	Total		\$22,399.59

Section XI, Item C.

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

ORDINANCE NO. _____

AN ORDINANCE CREATING ARTICLE 4, SECTIONS 12.04, 12.04.01, 12.04.02, 12.04.03, 12.04.04, 12.04.05, OF CHAPTER 12 OF THE CODE OF THE CITY OF BEL AIRE, KANSAS, PERTAINING TO PEDESTRIANS IMPEDING THE FLOW OF TRAFFIC.

WHEREAS, the City of Bel Aire, Kansas (hereinafter the “City”) has previously adopted Chapter 12, of the Code of the City of Bel Aire, Kansas (hereinafter the “Code”), which contains provisions regulating traffic;

WHEREAS, the governing body of the City finds it necessary and advisable to create Article 4 of Chapter 12 of the Code, pertaining to pedestrians impeding the flow of traffic.

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

SECTION 1. Article 4 of Chapter 12 is Section 12.04 of the Code of the City of Bel Aire and is hereby created to read as follows: **Pedestrians**.

SECTION 2. Article 4 of Chapter 12 is Section 12.04.01 of the Code of the City of Bel Aire and is hereby created to read as follows: **Preamble**.

WHEREAS, Pedestrians are increasingly using roadways in ways for which roadways were not designed or intended. These uses include pedestrians distracting drivers from the task of driving by approaching a stopped vehicle, attracting and/or attempting to attract the attention of the driver of a motor vehicle for the purpose of inducing that driver to slow or stop the vehicle to facilitate the transfer of anything of value from the driver or occupant of the vehicle to the pedestrian or the transfer of anything of value by the pedestrian to the driver or passenger, and

30 staying upon medians and/or in the public right of way for purposes other than crossing the road.
31 These activities are hazardous to public safety, both for occupants of motor vehicles and for
32 pedestrians. This ordinance is narrowly tailored to decrease the safety hazards by restricting such
33 activities.

34 WHEREAS, the City enacts this ordinance to assure the free, orderly, uninterrupted
35 movement of motor vehicles on roadways, provide for the safety and interests of pedestrians and
36 of occupants of motor vehicles located on roadways, reduce the number of pedestrian and motor
37 vehicle collisions occurring within the City, and serve the significant interest of promoting and
38 protecting the public health, safety, and general welfare of the citizens of the City of Bel Aire.

39 SECTION 3. Section 12.04.02 of the Code of the City of Bel Aire is hereby created to read
40 as follows: **Entering or staying upon a designated roadway or impeding the flow of traffic is**
41 **prohibited.**

42 (a) It shall be unlawful for any person to go upon any designated roadway and enter onto such
43 roadway or approach a vehicle stopped on the roadway or at an intersection for the purpose
44 of inducing the driver of the motor vehicle to remain stopped, slow or stop the vehicle to
45 facilitate a transfer of anything from the driver or occupant of the vehicle to the pedestrian
46 or the transfer of anything by the pedestrian to the driver or occupant.

47 (b) Except in an emergency, it shall be unlawful for any person to be upon a public roadway
48 to impede or disrupt the flow of traffic, or act in any manner that tends to impede or disrupt
49 the flow of traffic, whether or not such traffic is actually present.

50 1. For purposes of this Ordinance, an act “tends to impede or disrupt the flow of
51 traffic” if a pedestrian’s presence or action creates a dangerous condition upon

the roadway or otherwise interrupts the free flow of vehicles and/or pedestrians,
except as already permitted upon areas designated for pedestrian crossing.

(c) No person, parent or legal guardian shall knowingly allow or permit an individual under the age of eighteen years of age to violate the provisions of Subsections (a) or (b).

(d) No person shall activate a pedestrian crosswalk signal for any purpose other than to stop traffic to allow such person and other persons to cross the roadway.

(e) It is *prima facie* evidence of a violation of Subsection (d) if the person stays at the intersection through two consecutive opportunities to legally cross the roadway. This may include a change in the traffic control signal or lack of traffic. After two such consecutive opportunities, such person shall not be considered to be “using the crosswalk” for purposes of the exceptions set forth below.

(f) No driver or operator of a motor vehicle shall park, stop or leave standing a vehicle on a designated roadway or suddenly decrease the speed of such vehicle or deviate from a traffic lane for the purpose of responding to persons violating Subsections (a) or (b).

SECTION 4. Section 12.04.03 of the Code of the City of Bel Aire is hereby created to read as follows: **Exceptions.**

(a) The provisions of this Ordinance shall not apply to the following:

1. Persons in or upon public or private parking lots, alleys or private roads;
2. Persons using a crosswalk to cross the roadway;
3. Persons engaged in law enforcement, emergency or rescue activities, including providing assistance to an injured or disabled vehicle or person;
4. Persons entering a vehicle as an invited passenger where it is lawful to do so;

- 74 5. Persons engaged in the repair or maintenance activities of the highway under
75 the direction of the City of Bel Aire or State of Kansas;
- 76 6. Streets or portions thereof that have been closed pursuant to express
77 authorization from the City to include but not limited to: events and special
78 events pursuant to Chapter 4 of the Code of the City of Bel Aire; and
- 79 7. Persons entering the roadway for the purpose of conducting business with an
80 ice cream vendor properly licensed pursuant to Chapter 3 of the Code of the
81 City of Bel Aire.

82 SECTION 5. Section 12.04.04 of the Code of the City of Bel Aire is hereby created to read
83 as follows: **Penalty.**

- 84 (a) A violation of this Ordinance is a traffic infraction. Individuals who are fourteen years or
85 older may be charged with violation of this Ordinance.
- 86 (b) This Ordinance shall be supplemental to the then effective edition of the Standard Traffic
87 Ordinance, as the same shall from time to time be incorporated into the Code by reference.

88 SECTION 6. Section 12.04.05 of the Code of the City of Bel Aire is hereby created to read
89 as follows: **Severability.**

- 90 (a) If any Section, Subsection or Clause of this Ordinance shall be deemed unconstitutional or
91 otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be
92 affected.

93 SECTION 7. Effective Date. This Ordinance shall be included in the Code of the City of
94 Bel Aire, Kansas. It shall take effect and be in full force from and after its adoption by the
95 governing body of the City, approval by the Mayor and publication once in the official city
96 newspaper.

PASSED by the Governing Body of the City of Bel Aire, Kansas, on the _____ day of April, 2025.

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

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk

APPROVED AS TO FORM ONLY:

Maria A. Schrock, City Attorney

STAFF REPORT

DATE: 3/26/25

TO: City Council

FROM: Ted Henry, City Manager

SUB: Authorizing Contingency Amount

SUMMARY

The Bel Aire City Council approved the construction contract for the new public works facility totaling \$5,648,000 on January 7, 2025. The approved motion did not include any contingency amounts outlined in the bid. Recently, our Ownership Representative and Architectural Firm contacted staff, regarding the need for the contingency to ensure project timelines and schedules are maintained. Although the project specifications initially included a 10% contingency amount, this action aims to provide greater clarity. Ownership Representative Kirk Jurgensen will attend the meeting to discuss and review the contingency process.

Current estimates are based on the following:

Construction	\$ 5,648,000
A&E (6.5%)	\$ 418,490
OR (4%)	\$ 257,532
Equipment	\$ 500,000
10% Contingency	\$ 564,800
Total	\$ 7,388,822
BASE	\$ 4,716,225
BASE (25% CITY MATCH)	\$ 1,572,075
	\$ 6,288,300
AMOUNT OVER MATCH	\$ 1,100,522
TOTAL CITY	\$ 2,672,597

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
City of Bel Aire Utilities and Public
Works Facility
Bel Aire, Kansas 67226
Architect Project No.: 5554.00

CONTRACT INFORMATION:
Contract For: General Construction
Date: 03 February 2025

CHANGE ORDER INFORMATION:
Change Order Number: One (1)
Date: 01 April 2025

OWNER: *(Name and address)*
City of Bel Aire
7651 E Central Park Avenue
Bel Aire, KS 67226

ARCHITECT: *(Name and address)*
Schaefer Architecture, Inc.
257 N Broadway
Wichita, KS 67202

CONTRACTOR: *(Name and address)*
Crossland Construction Company
3017 N Cypress Drive, Ste A
Wichita, KS 67226

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Add contingency \$564,800.00

TOTAL: ADD \$564,800.00

The original Contract Sum was	\$	5,648,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	5,648,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	564,800.00
The new Contract Sum including this Change Order will be	\$	6,212,800.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be unchanged.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Schaefer Architecture, Inc.
ARCHITECT *(Firm name)*


SIGNATURE

Matt Hamm, AIA, NCARB
Senior Vice President
PRINTED NAME AND TITLE

17 March 2025
DATE

Crossland Construction Company
CONTRACTOR *(Firm name)*


SIGNATURE

Taylor Shurtleff PM
PRINTED NAME AND TITLE

3.27.2025
DATE

City of Bel Aire

OWNER *(Firm name)*


SIGNATURE

PRINTED NAME AND TITLE

DATE

SECTION 01 21 00 - ALLOWANCES**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Contingency allowance.

1.02 CONTINGENCY ALLOWANCE

- A. A Contingency Allowance of 10% is specified as an additional amount to the Base Bid shown on the Bid Form. Do not include this Contingency Allowance in the Base Bid amount.
- B. The use of the Contingency Allowance is for cost of minor changes that may be found desirable or necessary for executing the work called for in the contract. Major changes shall be made by Change Order. Submit itemized costs with request for use of contingency monies.
- C. Contingency costs shall include the actual net cost of the following items involved in the change including but not limited to:
1. Obtaining qualified proposals from suppliers and Subcontractors and preparing itemized proposal
 2. Labor, including foreman.
 3. Materials for the work, including delivery.
 4. Rental or ownership costs of construction plant and equipment.
 5. Power and consumable supplies for operation of power equipment.
 6. Insurance and bonds.
 7. Social security, old age, unemployment, health, welfare, pensions and apprenticeship training contributions.
 8. Stipulated percentage of the above for OH&P and any other expenses involved in the changes.
- D. Requests for changes involving Contingency Funds may be initiated by the General Contractor, Owner, or Schaefer Architecture. Authorization to use or replenish such funds shall be by written order to the General Contractor signed by the Owner and Schaefer Architecture.
- E. General Contractor to maintain a Contingency Allowance log reflecting status of requests for Contingency use, whether accepted, rejected, or pending and total cost of request.
- F. Contingency Allowance shall be included as a line in Schedule of Values and Pay Applications.
- G. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION - NOT USED****END OF SECTION**

MANAGER'S REPORT

DATE: April 1, 2025
TO: Mayor Benage and City Council
FROM: Ted Henry, City Manager
RE: March 27, 2025 Agenda



Consent Agenda

In addition to the Minutes of the March 18th regular City Council meeting, the Consent Agenda includes Petitions and Resolutions for Phase 2 Improvements in Sunflower Commerce Park 3rd Addition. The Resolutions authorize the improvements outlined in the petitions. The costs associated with these improvements will ultimately be bonded and spread as special assessments against the benefiting lots.

Appropriations Ordinance

This appropriation ordinance encompasses 03/13/2025 through 03/25/2025 expenses and one payroll cycle. Expenditures amounted to \$705,325.00. Of the reported expenses, \$228,631.80 are infrastructure costs for new developments. These costs are paid through special assessments.

City Requested Appearances

Three people are scheduled to appear in this section of the agenda.

- Markey Jones, WAMPO Community Planner, will speak about the Metropolitan Transportation Plan 2050.
- Greg Dane, President of the Bel Aire Area Chamber of Commerce, will give a quarterly update.
- Ken Lee, Garver Engineering, will give updates on the 45th Street Design and the 53rd Street Sidewalk.

Ordinance for Vacation of Easement, VAC-25-01 Skyview at Webb Addition (Item A)

In February, the Planning Commission voted to recommend approval of this Vacation. The request now comes before City Council for final approval. If approved, the vacation will be adopted through Ordinance. Paula Downs, Community Development Director, has provided a detailed report of this case in your packet and she will be available for questions.

Agreement for Purchase of Sewer Easement Machine (Item B)

Bel Aire has around 60.5 miles of sewer lines that require regular cleaning and televising to maintain sewer functions and proper flow. Sewer main damage is commonly caused by the caustic nature of raw sewage, as well as tree roots, shifting grounds, and on occasions damage caused by other utilities. Each year, Staff sections off portions of the town to have sewer lines cleaned and televised. The easement machine plays a critical role in maintaining our sewer system. This easement machine allows public works to reach manholes in residents' backyards.

Our current easement machine was purchased in 1998 and needs replacement due to transmission and hydraulic failures. Staff solicited bids from three companies. The lowest bid, Prowler Equipment, has a 5-month lead time and does not include a trailer. The second lowest bid, from Key Equipment, includes a trailer and has the shortest lead time (3 months). Staff recommend the City Council accept the bid from Key Equipment in the amount of \$68,850.00.

Change Order for fire hydrant, Arthur Heights Estates (Item C)

The Developer is ready to proceed with the construction of storage units on this phase of the development pursuant to the PUD. As part of the review process, the Fire Department requested the installation of a fire hydrant inside the fence. Garver worked with the Developer to design the additional fire hydrant for Arthur Heights Estates and worked with the Contractor to obtain a bid price. The revised petition and resolution for this fire hydrant was accepted by Council on March 4th. McCullough's price for installing the additional fire hydrant and associated water line is \$22,399.53. The cost of the improvements for these projects will be financed through a bond and spread as special assessments against the benefiting lots. Staff recommends that the City Council accept Change Order No. 1 for the Arthur Heights Estates Water and Sanitary Sewer Extension project in the amount of \$22,399.53.

Ordinance regarding Impeding the Flow of Traffic (Item D)

This topic came up at a previous workshop. City Attorney Maria Schrock has drafted the Ordinance and she will be available at the meeting for questions.

Executive Session

Three executive sessions are on the agenda.

Discussion and Future Issues – Workshop

The next scheduled City Council workshop is at 7:00 p.m. on April 8th.