



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



I. CALL TO ORDER: Mayor Jim Benage

II. ROLL CALL

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

III. OPENING PRAYER: Mark Posson

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. DETERMINE AGENDA ADDITIONS

VI. CONSENT AGENDA

A. Approval of Minutes of the March 17, 2026 City Council meeting.

B. Accept a revised Petition for Bel Aire Lakes Entrance

C. Adopt A Resolution 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 and Entrance Improvements/Bel Aire Lakes Addition); and Amending, Restating and Repealing Resolution No. R-2025-31.

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

Motion _____ Second _____ Vote _____

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 26-06 in the amount of \$836,475.13.

Action: Motion to (approve / deny / table) Appropriations Ordinance No. 26-06.

Motion _____ Second _____ Vote _____

VIII. CITY REQUESTED APPEARANCES

A. Rebecca Armstrong & Bruce Roepke - Tree Board presentation

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

X. REPORTS

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

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of a purchase contract for a brand new police vehicle for fleet replacement (2026 Dodge Durango).

Action: Motion to (Approve / Deny / Table) the quote from _____ in the amount of \$_____ for the purchase of a brand new police vehicle, and authorize the Mayor to sign the purchase contract.

Motion _____ Second _____ Vote _____

B. Consideration of SD-24-03, Final Plat of the Spring Pines Subdivision, Generally Located at Northeast of Oliver and 53rd Street North.

Action: Motion to (Approve / Deny / Table) the Final Plat of the Spring Pines Subdivision and authorize the Mayor to sign.

Motion _____ Second _____ Roll Call Vote:

Greg Davied ___ Tyler Dehn ___ Emily Hamburg ___

Brandon McIntosh ___ Mike Proctor ___

C. Consideration of a Development Agreement for the Spring Pines Subdivision.

Action: Motion to (approve / deny / table) the Development Agreement of the Spring Pines Subdivision and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

D. Consideration of Revised Bids and Approval of Contract for Sanitary and Storm Sewer Improvements to serve Chapel Landing 7th.

Engineer's Est. Mies Nowak

Sanitary Sewer	\$558,721.00	\$430,651.00	\$672,311.50
Water	\$199,335.00	\$203,842.00	\$253,711.00
Storm Sewer	\$487,828.00	\$903,507.00	\$580,115.25
Total	\$1,245,884.00	\$1,538,000.00	\$1,506,137.75

Action: Motion to (accept / deny / table) the revised bid from _____ in an amount not to exceed \$_____ for Sanitary and Storm Sewer Improvements to serve Chapel Landing 7th and authorize all necessary signatures for the contract.

Motion _____ Second _____ Vote _____

E. Consideration of a purchase contract for hydroseeding of ditches on the Parkwood & 40th St N paving project.

Action: Motion to (Approve / Deny / Table) a purchase contract with Seeders, Inc., in an amount not to exceed \$33,410.00, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

F. Consideration of Rescinding Change Order No. 1 with Pearson Construction LLC., for the Street and Drainage Improvements to serve Phase 1 Bel Aire Lakes, at a cost of \$28,782.00. (3 Options)

Option #1: Motion to Rescind Change Order No. 1 for the Street and Drainage Improvements to serve Phase 1 Bel Aire Lakes dated December 16, 2025, and authorize the necessary documents.

Option #2: Motion that Change Order No. 1 for the Street and Drainage Improvements to serve Phase 1 Bel Aire Lakes dated December 16, 2025, remain in full force and effect.

Option #3: Motion to table consideration of rescinding Change Order No. 1 for the Street and Drainage Improvements to serve Phase 1 Bel Aire Lakes dated December 16, 2025.

Motion _____ Second _____ Vote _____

G. Consideration of Change Order No. 2 with Pearson Construction LLC., for the Street and Drainage Improvements to serve Phase 1 Bel Aire Lakes, at a cost of \$149,825.00 and an additional (11) working days.

Action: Motion to (Approve / Deny / Table) Change Order No. 2 for the Street and Drainage Improvements to serve Phase 1 Bel Aire Lakes in the amount of \$149,825.00, with an additional 11 working days, and authorize the necessary signatures.

Motion _____ Second _____ Vote _____

H. Consideration of Supplemental Agreement No. 1 with Short Elliott Hendrickson, Inc., to include additional design services for additional sanitary sewer main work to serve Sunflower Commerce Park 3rd.

Action: Motion to (Approve / Deny / Table) Supplemental Agreement No. 1 with Short Elliott Hendrickson, in an amount not to exceed \$11,900.00, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

XII. EXECUTIVE SESSION

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

Motion _____ Second _____ Vote _____

XIII. DISCUSSION AND FUTURE ISSUES

A. City Council Workshop - April 14, 2026 at 7:00 p.m.

XIV. ADJOURNMENT

Action: Motion to adjourn.

Motion _____ Second _____ Vote _____

Additional Attachments:

A. Public Works Report, March 2026

B. City Manager's Report - April 7, 2026

Notice

It is possible that sometime between 6:30 and 7:00 PM immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the Council Chambers or the lobby of City Hall. No one is excluded from these areas during these times. Video of this meeting can be streamed at www.belairesks.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 17, 2026 7:00 PM



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

II. ROLL CALL

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

Also present were City Manager Ted Henry, City Attorney Maria Schrock, City Engineer Anne Stephens, Director of Community Development Paula Downs, City Clerk Melissa Krehbiel, and City Bond Counsel Kevin Cowan of Gilmore & Bell, PA.

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

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. DETERMINE AGENDA ADDITIONS: There were no additions.

VI. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 26-05 in the amount of \$1,059,505.99.

MOTION: Councilmember McIntosh moved to approve Appropriations Ordinance No. 26-05. Councilmember Proctor seconded the motion. *Motion carried 5-0.*

VII. CITY REQUESTED APPEARANCES: None.

VIII. CITIZEN CONCERNS

Richard Webber spoke about his concerns about the proposed bike path. The path will go through his backyard. He is concerned that when saturated soil in the area of the bike path floods, it will push water closer to his house. After heavy rains, there is standing water in that area. He noted the sidewalk policy in the meeting agenda packet. He asked, if the bike path is adjacent to his house, will he be responsible for maintenance?

Don Bostick, 6273 E Central Park Ct, said that his cul-de-sac backs up to pipeline. When he was buying the property, he noticed that there was an easement for a sidewalk but no traffic there; it seemed like perfect situation. His property goes up to the tree line. His master bedroom and sunroom face the area., less than 20 ft from the pipeline. He thinks it would be best to do the alternate path and it is not necessary to go through everyone’s backyard. Some of the homes there are small patio homes and that tree line is very important to the homeowners.

Mark Rabbie said he attended the February 17th community meeting and he heard lots of valid concerns about having a bike path on the pipeline. He expressed his concerns in an email to the City Council, he received responses from some. His concerns are: 1. Privacy: when he purchased his home, that lot was perfect; but with a bike path behind the house, they would lose all privacy; 2. Another issue is drainage. Water drains from Woodlawn and currently floods the yard. He had to put a sump pump in the backyard to deal with the water. He is not against a bike path, but he feels that there are plenty of options along current roadways. He does support option 2 in the current form. He would like to know if option 2 is voted for, if future bike paths would be on the pipeline.

Kelly Myza, 5816 E 49th St N, said her only concern is a bike path going thru residential properties. She is for a bike path, just a smart one.

Rebecca Gallo, 45th & Highland, said she would like for the Council to vote no on the first option. She is not anti- bike path; she is anti-bike path in her backyard. Reducing the backyard would limit what they could do. She would prefer bike paths on more common areas like 45th or 53rd.

Ken Barnes 6269 E Central Park Ct, spoke about the drainage problems in the proposed bike path area. He is in favor of sidewalks and bike paths elsewhere. He would love to see work on Woodlawn from 45th to 53rd.

IX. REPORTS

A. Council Member Reports

Councilmember Hamburg attended the Bel Aire Chamber meeting, the March 6th Pachyderm Club meeting, and the March 7th Sedgwick County Association of Cities (SCAC) meeting. She also visited the new park playground, which was totally packed on Saturday. She thanked everyone for their feedback on bike path project.

Councilmember Proctor reported he received several emails and messages from citizens about the bike path

Councilmember Dehn reported that he is participating in a WAMPO committee exploring how behavior affects transportation safety. On March 11th, he met with City staff and USD 259 staff to talk about Woodlawn crossing safety. He also attended a REAP (Wichita Regional Economic Area Partnership) meeting about data centers.

Councilmember Davied wished Mayor Benage a Happy Birthday next week.

B. Mayor's Report

Mayor Benage reported on the March 6 Pachyderm Club presentation, the March 7th SCAC meeting, Wichita Mayor Lily Wu's March 8th State of the City address, and the recent REAP meeting regarding data centers. He also visited Topeka on March 10th to participate in the HB2571 hearing.

C. City Attorney Report

City Attorney Maria Schrock addressed questions about what items the City is required to publish on website versus the newspaper.

D. City Manager Report

City Manager Ted Henry reported he recently attended the KDOT preconstruction meeting for the Woodlawn change order. Construction is anticipated to start in mid-April. Regarding 53rd Street, preparations are being made to start phase 1 of the sidewalk; he recently met with USD259 to discuss plans. Construction is expected to end around May. He also noted that the Recreation Center playground is now open and Spring Festival will be held on March 28th from 1-3 p.m.

X. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of A Resolution Authorizing the Governing Body of The City of Bel Aire, Kansas to Consent to the Subordination of the City's Taxable Industrial Revenue Bonds, Series 2025B (Waltons 53rd Holdings LLC), to a Mortgage; and to Authorize the Execution and Delivery of Any Other Documents to Effect the Actions Authorized in this Resolution.

MOTION: Councilmember Hamburg moved to adopt A Resolution Authorizing the Governing Body of The City of Bel Aire, Kansas to Consent to the Subordination of the City's Taxable Industrial Revenue Bonds, Series 2025B (Waltons 53rd Holdings LLC), to a Mortgage; and to Authorize the Execution and Delivery of Any Other Documents to Effect the Actions Authorized in this Resolution. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

B. Consideration of preparing a Concept Design for a Multi-Use Path.

MOTION: Councilmember Dehn moved to direct staff to proceed with preparation of a concept design for the alternate multi-use path alignment and to coordinate with WAMPO to confirm eligibility of the revised alignment under the existing grant award. Councilmember McIntosh seconded the motion. *Motion carried 5-0.*

C. Consideration of A Resolution Updating the City's Sidewalk Replacement Program.

MOTION: Councilmember McIntosh moved to Approve A Resolution Updating the City's Sidewalk Replacement Program and authorize the Mayor to sign. Councilmember Hamburg seconded the motion. *Motion carried 5-0.*

D. Consideration of an Amendment to the Development Agreement for Chapel Landing 5th Addition.

MOTION: Councilmember Proctor moved to Approve An Amendment to the Development Agreement for Chapel Landing 5th Addition as presented and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 5-0.*

E. Consideration of an Ordinance Amending Chapter 6, Article 4, Fireworks Code.

MOTION: Councilmember McIntosh moved to adopt An Ordinance Amending the Fireworks Code as Amended, the amendments are:

Section 6.4.5 (g) shall read “public displays shall conclude no later than 11:30 p.m.”;

Section 6.4.5 (j) the last sentence changed to “All trash and debris shall be removed no later than 10 pm on the day following the public display.”;

And all instances of the word “Fire Marshal” shall be spelled *Marshal* with one L.

Councilmember Davied seconded the motion. *Motion carried 5-0.*

F. Consideration of Municipal Water Conservation Plan 2026, recommended for approval by the Utility Advisory Committee.

MOTION: Councilmember Proctor moved to adopt the Municipal Water Conservation Plan 2026 as presented, authorize the Mayor to sign, and submit to the City of Wichita. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

EXECUTIVE SESSION

MOTION: Councilmember Hamburg moved to recess into executive session to discuss with legal counsel and receive legal advice related to pending litigation. The discussion will be pursuant to K.S.A. 75-4319 (b)(2) for legal consultation with Neil Gosch, which would be deemed privileged in the attorney-client relationship. Invite Neil Gosch, Katherine Chlumsky, City Manager, City Attorney and City Engineer. The meeting will be for a period of 45 minutes, and the open meeting will resume in City Council Chambers at 9:21 p.m. Councilmember Proctor seconded the motion. *Motion carried 5-0.*

The Council then recessed for Executive Session. At 9:22 p.m., Mayor Benage called the meeting back to order and stated that no binding action had been taken.

Councilmember Davied left the meeting at 9:20 p.m.

XI. CONSENT AGENDA

A. Approval of Minutes of the March 3, 2026 City Council meeting.

- B. Approve the application from Wholesale Fireworks, located at 6334 Crestmark Street, for 2026 permit for retail sales of fireworks, contingent upon approval by the Sedgwick County Fire Marshal.**
- C. Approve the application from Waz Up Fireworks, to be located at 9745 East 50th Street North, for 2026 permit for retail sales of fireworks contingent upon approval by the Sedgwick County Fire Marshal.**
- D. Approve the application from Shocker Fireworks, to be located at 4620 N Oliver, for 2026 permit for retail sales of fireworks contingent upon approval by the Sedgwick County Fire Marshal.**

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

XII. EXECUTIVE SESSION: *This item was addressed earlier in the meeting.*

XIII. DISCUSSION AND FUTURE ISSUES

A. Discuss renewal of Solid Waste & Recycling Agreement

City Manager Ted Henry noted that the agreement will expire soon and is eligible for renewal. There was a general consensus among the Council that the City Manager should negotiate a new contract.

XIV. ADJOURNMENT

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

CERTIFIED ENGINEERING DESIGN, P.A.

1935 West Maple
 Wichita, KS 67203
 (316)262-8808

ENTRANCE IMPROVEMENT ESTIMATED PETITION AMOUNTS

February 23, 2026

Type of Work: Entrance Improvements for Bel Aire Lakes Addition				
Project Location: Bel Aire, Kansas				
Bidding Item	Quantity	Unit	Unit Price	Amount
Benefit District portion	Entrance Improvements			
A.C. Pavement Removed	331	SY	\$ 5.00	\$1,655.00
7" Concrete Apron (Reinforced)	317	SY	\$ 66.00	\$20,922.00
7" A.C. Pavement (2" SC-1, 15% RAP on 5" BC-1, 35% RAP)	374	SY	\$ 28.00	\$10,472.00
Pedestrian Guardrail	32	LF	\$ 255.00	\$8,160.00
Crushed Rock Base 5", Reinforced	691	SY	\$ 7.50	\$5,182.50
Subgrade Manipulation	691	SY	\$ 0.21	\$145.11
Pipe, SWS, RCBC (9' x 4')	288	LF	\$ 852.00	\$245,376.00
Pipe, End Section, RCBC (9' x 4')	6	EA	\$ 9,000.00	\$54,000.00
Light Stone Rip Rap	69	SY	\$ 80.00	\$5,520.00
Project Seeding	1	LS	\$ 2,000.00	\$2,000.00
Testing	1	LS	\$ 1,000.00	\$1,000.00
Construction Staking	1	LS	\$ 1,500.00	\$1,500.00
Site Clearing & Restoration	1	LS	\$ 10,000.00	\$10,000.00
Subgrade Stabilization	1	LS	\$ 133,760.00	\$133,760.00
Well Removal	1	LS	\$ 16,065.00	\$16,065.00
			SUBTOTAL	\$515,757.61
			Design, Inspection, Bonds, Admin. (35%)	\$180,515.16
			TOTAL	\$696,272.77
			For Entrance/Petition Use:	\$700,000.00
			Cost per Unit for 196 lots Bel Aire Lakes:	\$3,571
ASSESSMENT PER UNIT FOR STREET IMPROVEMENTS			Annual	Monthly
Monthly Payment for 20 years @ 5% per unit			\$286.58	\$23.88

BEL AIRE LAKES ENTRANCE PETITION

To the Mayor and City Council
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:

Bel Aire Lakes Addition

- Lots 1 through 49, Block A
- Lots 1 through 22, Block B
- Lots 1 through 25, Block C
- Lots 1 through 27, Block D
- Lots 1 through 28, Block E
- Lots 1 through 29, Block F
- Lots 1 through 6, Block G
- Lots 1 through 10, Block H

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

- (a) That there be constructed pavement and drainage improvements on Bluebird Dr between Webb Rd to Toben Dr. That said pavement and drainage improvements to serve the area described above be constructed according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being **Seven Hundred Thousand Dollars (\$700,000)**, with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or 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 the date of the resolution.
- (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 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:

Bel Aire Lakes Addition

- Lots 1 through 49, Block A
- Lots 1 through 22, Block B
- Lots 1 through 25, Block C
- Lots 1 through 27, Block D
- Lots 1 through 28, Block E
- Lots 1 through 29, Block F
- Lots 1 through 6, Block G
- Lots 1 through 10, Block H

The above listed lots shall each pay 1/196 of the total cost of 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.

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.

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
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Bel Aire Lakes Addition

- Lots 1 through 49, Block A
- Lots 1 through 22, Block B
- Lots 1 through 25, Block C
- Lots 1 through 27, Block D
- Lots 1 through 28, Block E
- Lots 1 through 29, Block F
- Lots 1 through 6, Block G
- Lots 1 through 10, Block H

By:  3/4/26
Basem Krichati, President
Sham Way, LLC

Gilmore & Bell, P.C.
03/31/2026

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON APRIL 7, 2026**

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 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 AND ENTRANCE IMPROVEMENTS/BEL AIRE LAKES ADDITION); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-2025-31.

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. [_____] 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.
03/31/2026

(PUBLISHED ON THE CITY WEBSITE, *WWW.BELAIRESKS.GOV*, ON APRIL [__], 2026)

RESOLUTION NO. [_____]

A RESOLUTION 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 AND ENTRANCE IMPROVEMENTS/BEL AIRE LAKES ADDITION); AND AMENDING, RESTATING AND REPEALING RESOLUTION NO. R-2025-31.

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. 12-6a04(1) (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record, whether resident or not, of more than one-half of the area liable to be assessed for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

WHEREAS, the Petition will replace a petition previously submitted with respect to the Improvements, and it is therefore necessary to amend, restate and repeal Resolution No. R-2025-31 of the City.

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"):

Construction of a pavement entrance and drainage improvements on Bluebird Dr between Webb Rd to Toben Dr. That said pavement and drainage improvements to serve the area described above be constructed according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas (the "Improvements").

(b) The estimated or probable cost of the Improvements is: \$700,000. Said estimated cost 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 the date of adoption of this Resolution.

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

Bel Aire Lakes Addition

Lots 1 through 49, Block A
Lots 1 through 22, Block B
Lots 1 through 25, Block C
Lots 1 through 27, Block D

Lots 1 through 28, Block E
Lots 1 through 29, Block F
Lots 1 through 6, Block G
Lots 1 through 10, Block H

in 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 1 through 49, Block A; Lots 1 through 22, Block B; Lots 1 through 25, Block C; Lots 1 through 27, Block D; Lots 1 through 28, Block E; Lots 1 through 29, Block F; Lots 1 through 6, Block G; Lots 1 through 10, Block H, Bel Aire Lakes Addition, shall each pay 1/196 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 the Petition. 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 Improvements 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 Resolution No. R-2025-31, pursuant to Treasury Regulation 1.150-2.

Section 4. Repealer. The provisions of Resolution No. R-2025-31 are hereby amended, restated and repealed.

Section 5. 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 7, 2026.

(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 7, 2026, as the same appears of record in my office.

DATED: April 7, 2026.

Melissa Krehbiel, Clerk



Payment Dates 3/11/2026 - 3/31/2026

Table with columns: Vendor DBA, Description (Item), Post Date, Payment Date, Project Account Key, Amount. Includes sub-totals for Vendor DBA 1519, 3076, 2122, 2790, 0054, 0174, 1486, and 2095.

AP ORDINANCE

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
CHISHOLM CREEK UTILITY AU...	02/26 CCUA CONTINGENCY	03/12/2026	03/13/2026		2,820.00
Vendor DBA 0170 - CHISHOLM CREEK UTILITY AUTH. Total:					5,820.00
Vendor DBA: 2141 -					
CITY OF NEWTON KANSAS	PRE-EMPLOYMENT SCREENING	03/18/2026	03/19/2026		100.00
Vendor DBA 2141 - CITY OF NEWTON KANSAS Total:					100.00
Vendor DBA: T1110 -					
COMPLETE KEY AND LOCK	COMBINATION LOCK CHANGE	03/17/2026	03/19/2026		75.00
Vendor DBA T1110 - COMPLETE KEY AND LOCK Total:					75.00
Vendor DBA: 2062 -					
CORE & MAIN LP	WATER METER SUPPLIES	03/18/2026	03/19/2026		706.30
CORE & MAIN LP	WATER METER SUPPLIES	03/18/2026	03/19/2026		210.80
CORE & MAIN LP	WATER METER SUPPLIES	03/18/2026	03/19/2026		210.80
CORE & MAIN LP	WATER METER SUPPLIES	03/18/2026	03/19/2026		210.80
Vendor DBA 2062 - CORE & MAIN LP Total:					1,338.70
Vendor DBA: 0050 -					
COX COMMUNICATIONS, INC	INTERNET/PHONE SERVICE	03/19/2026	03/16/2026		893.20
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC-PW	03/19/2026	03/16/2026		63.73
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC-PW	03/19/2026	03/16/2026		63.73
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC-PW	03/19/2026	03/16/2026		63.73
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC-PW	03/19/2026	03/16/2026		63.72
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC-REC	03/19/2026	03/16/2026		193.69
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC-WAT	03/19/2026	03/16/2026		154.95
Vendor DBA 0050 - COX COMMUNICATIONS, INC Total:					1,496.75
Vendor DBA: 1798 -					
CRAFICO, INC	MATERIALS/SUPPLIES-STREET...	02/19/2026	03/19/2026		1,792.00
CRAFICO, INC	FIELD SUPPLIES	03/25/2026	03/27/2026		178.10
Vendor DBA 1798 - CRAFICO, INC Total:					1,970.10
Vendor DBA: 2599 -					
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PD	03/18/2026	03/19/2026		32.50
CULLIGAN OF WICHITA / WICH..	WATER SERVICE-CH	03/18/2026	03/19/2026		42.00
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	03/18/2026	03/19/2026		9.09
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	03/18/2026	03/19/2026		9.08
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	03/18/2026	03/19/2026		9.09
CULLIGAN OF WICHITA / WICH..	WATER SERVICE - PW	03/18/2026	03/19/2026		9.09
Vendor DBA 2599 - CULLIGAN OF WICHITA / WICHITA WATER CONDITIONING,INC Total:					110.85
Vendor DBA: 0214 -					
DIGITAL OFFICE SYSTEMS - DOS	PD COPIER OVERAGE	03/13/2026	03/13/2026		78.54
Vendor DBA 0214 - DIGITAL OFFICE SYSTEMS - DOS Total:					78.54
Vendor DBA: 0448 - DITCH WITCH UNDERCON					
DITCH WITCH UNDERCON	MINOR EQUIP: TOOLS. ELECT	01/01/2026	03/27/2026		64.91
DITCH WITCH UNDERCON	MINOR EQUIP: TOOLS. ELECT	01/01/2026	03/27/2026		64.91
DITCH WITCH UNDERCON	MINOR EQUIP: TOOLS. ELECT	01/01/2026	03/27/2026		64.92
DITCH WITCH UNDERCON	MINOR EQUIP: TOOLS. ELECT	03/26/2026	03/27/2026		-11.58
Vendor DBA 0448 - DITCH WITCH UNDERCON Total:					183.16
Vendor DBA: 0200 -					
DOCUPLEX,INC.	EMPLOYEE BUSINESS CARDS	03/24/2026	03/27/2026		37.77
DOCUPLEX,INC.	EMPLOYEE BUSINESS CARDS	03/24/2026	03/27/2026		37.77
DOCUPLEX,INC.	EMPLOYEE BUSINESS CARDS	03/24/2026	03/27/2026		75.54
DOCUPLEX,INC.	EMPLOYEE BUSINESS CARDS	03/24/2026	03/27/2026		37.77
DOCUPLEX,INC.	EMPLOYEE BUSINESS CARDS	03/24/2026	03/27/2026		37.77
DOCUPLEX,INC.	EMPLOYEE BUSINESS CARDS	03/24/2026	03/27/2026		37.77
DOCUPLEX,INC.	EMPLOYEE BUSINESS CARDS	03/24/2026	03/27/2026		131.36
Vendor DBA 0200 - DOCUPLEX,INC. Total:					395.75
Vendor DBA: 2415 -					
EMPAC, INC	EMPLOYEE ASSIST PROGRAM...	03/18/2026	03/19/2026		548.55
Vendor DBA 2415 - EMPAC, INC Total:					548.55

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 1802 -					
EMPOWER RETIREMENT 457	457 CITY MANAGER	03/12/2026	03/12/2026		540.00
EMPOWER RETIREMENT 457	457 EMP VOLUNTARY	03/12/2026	03/12/2026		612.00
Vendor DBA 1802 - EMPOWER RETIREMENT 457 Total:					1,152.00
Vendor DBA: 0046 -					
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	03/23/2026	03/23/2026		32.64
EVERGY KANSAS CENTRAL INC	MAINT SHOP	03/12/2026	03/13/2026		342.77
EVERGY KANSAS CENTRAL INC	MAINT SHOP	03/12/2026	03/13/2026		205.66
EVERGY KANSAS CENTRAL INC	MAINT SHOP	03/12/2026	03/13/2026		411.33
EVERGY KANSAS CENTRAL INC	MAINT SHOP	03/12/2026	03/13/2026		411.33
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	03/23/2026	03/23/2026		59.17
EVERGY KANSAS CENTRAL INC	LIFT STATION	03/19/2026	03/20/2026		138.62
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	03/19/2026	03/18/2026		8,449.59
Vendor DBA 0046 - EVERGY KANSAS CENTRAL INC Total:					10,051.11
Vendor DBA: 0118 -					
EWING	EQUIPMENT PURCHASE	03/25/2026	03/27/2026		9,471.32
EWING	CONSTRUCTION MATERIAL/S...	03/25/2026	03/27/2026		436.25
Vendor DBA 0118 - EWING Total:					9,907.57
Vendor DBA: 2654 -					
EXPERT AUTO CENTER	PD-MAINTENANCE/REPAIR	03/17/2026	03/19/2026		80.97
Vendor DBA 2654 - EXPERT AUTO CENTER Total:					80.97
Vendor DBA: 0587 -					
FEDEX - FEDERAL EXPRESS CO...	WATER SAMPLES	03/23/2026	03/27/2026		67.38
Vendor DBA 0587 - FEDEX - FEDERAL EXPRESS CORPORATION Total:					67.38
Vendor DBA: 0010 -					
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	03/12/2026	03/12/2026		11,856.36
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	03/12/2026	03/12/2026		272.94
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	03/12/2026	03/12/2026		2,103.22
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	03/12/2026	03/12/2026		1,143.34
FICA/FEDERAL W/H	FEDERAL W/H TAXES	03/12/2026	03/12/2026		6,752.14
FICA/FEDERAL W/H	FEDERAL W/H TAXES	03/12/2026	03/12/2026		119.00
FICA/FEDERAL W/H	FEDERAL W/H TAXES	03/12/2026	03/12/2026		1,374.77
FICA/FEDERAL W/H	FEDERAL W/H TAXES	03/12/2026	03/12/2026		625.76
FICA/FEDERAL W/H	MEDICARE/FICA	03/12/2026	03/12/2026		2,772.86
FICA/FEDERAL W/H	MEDICARE/FICA	03/12/2026	03/12/2026		63.84
FICA/FEDERAL W/H	MEDICARE/FICA	03/12/2026	03/12/2026		491.92
FICA/FEDERAL W/H	MEDICARE/FICA	03/12/2026	03/12/2026		267.36
Vendor DBA 0010 - FICA/FEDERAL W/H Total:					27,843.51
Vendor DBA: 0313 -					
GALAXIE BUSINESS EQUIPME...	OFFICE FURNITURE	03/18/2026	03/19/2026	029-8893	617.89
Vendor DBA 0313 - GALAXIE BUSINESS EQUIPMENT Total:					617.89
Vendor DBA: 0068 -					
GALLS	UNIFORMS	03/17/2026	03/19/2026		145.18
GALLS	PD SUPPLIES	03/17/2026	03/19/2026		9.99
GALLS	UNIFORMS	03/04/2026	03/19/2026		108.00
GALLS	PD SUPPLIES	03/17/2026	03/19/2026		25.60
GALLS	UNIFORMS	03/17/2026	03/19/2026		95.00
GALLS	UNIFORMS	03/17/2026	03/19/2026		186.18
Vendor DBA 0068 - GALLS Total:					569.95
Vendor DBA: 0241 -					
HAWKS INTER-STATE PESTMA...	HAWKS PEST CONTROL	03/17/2026	03/19/2026		87.76
HAWKS INTER-STATE PESTMA...	HAWKS PEST CONTROL	03/17/2026	03/19/2026		102.76
Vendor DBA 0241 - HAWKS INTER-STATE PESTMASTERS Total:					190.52
Vendor DBA: 0176 -					
ICI - INSURANCE CENTER, INC	CYBER SECURITY INSURANCE	03/18/2026	03/19/2026		655.58
ICI - INSURANCE CENTER, INC	CYBER SECURITY INSURANCE	03/18/2026	03/19/2026		655.58
ICI - INSURANCE CENTER, INC	CYBER SECURITY INSURANCE	03/18/2026	03/19/2026		655.58

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
K P E R S	KPERS 1	03/12/2026	03/12/2026		848.31
K P E R S	KPERS 1	03/12/2026	03/12/2026		394.59
K P E R S	KPERS 1	03/12/2026	03/12/2026		959.42
K P E R S	KPERS 1	03/12/2026	03/12/2026		373.74
K P E R S	KPERS 2	03/12/2026	03/12/2026		2,018.00
K P E R S	KPERS 2	03/12/2026	03/12/2026		349.19
K P E R S	KPERS 3	03/12/2026	03/12/2026		6,699.67
K P E R S	KPERS 3	03/12/2026	03/12/2026		1,447.33
K P E R S	KPERS 3	03/12/2026	03/12/2026		1,253.76
Vendor DBA 0196 - K P E R S Total:					26,554.83
Vendor DBA: 0199 -					
KANSAS DEPT OF REV:SALES T...	02/26 SALES TAX	03/19/2026	03/19/2026		874.01
Vendor DBA 0199 - KANSAS DEPT OF REV:SALES TAX Total:					874.01
Vendor DBA: 0197 -					
KANSAS DEPT OF REVENUE	KS STATE W/H	03/12/2026	03/12/2026		4,534.49
KANSAS DEPT OF REVENUE	KS STATE W/H	03/12/2026	03/12/2026		79.66
KANSAS DEPT OF REVENUE	KS STATE W/H	03/12/2026	03/12/2026		839.04
KANSAS DEPT OF REVENUE	KS STATE W/H	03/12/2026	03/12/2026		402.95
Vendor DBA 0197 - KANSAS DEPT OF REVENUE Total:					5,856.14
Vendor DBA: 0202 -					
KANSAS DEPT OF REVENUE-W...	3RD QTR 2025-WATER FEES	03/19/2026	03/17/2026		2,911.11
KANSAS DEPT OF REVENUE-W...	3RD QTR 2025-WATER FEES	03/19/2026	03/17/2026		2,729.16
KANSAS DEPT OF REVENUE-W...	4TH QTR 2025-WATER FEES	03/19/2026	03/17/2026		2,001.13
KANSAS DEPT OF REVENUE-W...	4TH QTR 2025-WATER FEES	03/19/2026	03/17/2026		1,876.05
Vendor DBA 0202 - KANSAS DEPT OF REVENUE-WATER PROTECTION Total:					9,517.45
Vendor DBA: 0287 -					
KANSAS GAS SERVICE	CH UTILITIES	03/23/2026	03/27/2026		463.36
KANSAS GAS SERVICE	POOL UTILITIES	03/23/2026	03/27/2026		182.23
KANSAS GAS SERVICE	PUMPHOUSE UTILITIES	03/23/2026	03/27/2026		157.75
KANSAS GAS SERVICE	MAINT PW UTILITIES	03/23/2026	03/27/2026		75.77
KANSAS GAS SERVICE	MAINT PW UTILITIES	03/23/2026	03/27/2026		75.77
KANSAS GAS SERVICE	MAINT PW UTILITIES	03/23/2026	03/27/2026		75.78
KANSAS GAS SERVICE	MAINT PW UTILITIES	03/23/2026	03/27/2026		75.77
KANSAS GAS SERVICE	REC UTILITIES	03/23/2026	03/27/2026		418.09
Vendor DBA 0287 - KANSAS GAS SERVICE Total:					1,524.52
Vendor DBA: 0274 -					
KANSAS GOLF & TURF, INC	EQUIP REPAIR/MAINTENANCE	03/18/2026	03/19/2026		1,126.10
KANSAS GOLF & TURF, INC	EQUIP REPAIR/MAINTENANCE	03/18/2026	03/19/2026		653.45
Vendor DBA 0274 - KANSAS GOLF & TURF, INC Total:					1,779.55
Vendor DBA: 0075 -					
KANSAS ONE-CALL SYSTEM, I...	LOCATE FEES: 244 FOR 02/28	03/12/2026	03/13/2026		162.26
KANSAS ONE-CALL SYSTEM, I...	LOCATE FEES: 244 FOR 02/28	03/12/2026	03/13/2026		162.26
Vendor DBA 0075 - KANSAS ONE-CALL SYSTEM, INC. Total:					324.52
Vendor DBA: 0169 -					
KANSAS STATE TREASURER-B...	BOND PAYMENT	03/23/2026	03/31/2026		9,987.50
Vendor DBA 0169 - KANSAS STATE TREASURER-BOND SVC. Total:					9,987.50
Vendor DBA: 0836 -					
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	03/18/2026	03/19/2026		132.10
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	03/18/2026	03/19/2026		111.92
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	03/18/2026	03/19/2026		132.10
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	03/18/2026	03/19/2026		111.92
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	03/18/2026	03/19/2026		132.10
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	03/18/2026	03/19/2026		132.10
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	03/18/2026	03/19/2026		111.92
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	03/18/2026	03/19/2026		132.10
Vendor DBA 0836 - KANZA CO-OPERATIVE ASSOCIATION Total:					996.26

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Payment Date					
Section VII, Item A.					
26					
Vendor DBA: 1939 -					
KIDD'S TOWING & RECOVERY	TOWING SERVICE-PD	03/17/2026	03/19/2026		165.00
KIDD'S TOWING & RECOVERY	TOWING SERVICE	03/17/2026	03/19/2026		100.00
Vendor DBA 1939 - KIDD'S TOWING & RECOVERY Total:					265.00
Vendor DBA: 2869 -					
KU- KANSAS LAW ENFORCEM...	KS POLICE ADMIN SEMINAR	04/23/2026	03/27/2026		595.00
Vendor DBA 2869 - KU- KANSAS LAW ENFORCEMENT TRAINING CENTER Total:					595.00
Vendor DBA: 0225 -					
LEE REED ENGRAVING, INC	SERVICE PLAQUES	03/12/2026	03/13/2026		72.00
LEE REED ENGRAVING, INC	SERVICE PLAQUES	03/12/2026	03/13/2026		432.00
LEE REED ENGRAVING, INC	SERVICE PLAQUES	03/12/2026	03/13/2026		144.00
LEE REED ENGRAVING, INC	SERVICE PLAQUES	03/12/2026	03/13/2026		72.00
Vendor DBA 0225 - LEE REED ENGRAVING, INC Total:					720.00
Vendor DBA: 2560 -					
LINSTAR INC	PRINTED ID CARDS	03/18/2026	03/19/2026		25.60
Vendor DBA 2560 - LINSTAR INC Total:					25.60
Vendor DBA: 2918 -					
LYON COUNTY SHERIFF'S OFFI...	2026 ANNUAL SHERIFF'S TRAI...	03/24/2026	03/27/2026		75.00
Vendor DBA 2918 - LYON COUNTY SHERIFF'S OFFICE Total:					75.00
Vendor DBA: 0431 -					
MIDSTATES ORGANIZED CRIM...	2026 MOCIC MEMBERSHIP D...	03/24/2026	03/27/2026		150.00
Vendor DBA 0431 - MIDSTATES ORGANIZED CRIME INFO Total:					150.00
Vendor DBA: 2153 - NATIONAL CENTER FOR SAFETY					
NATIONAL CENTER FOR SAFETY YOUTH SPORTS OFFICIAL BAC...		03/12/2026	03/13/2026		262.50
Vendor DBA 2153 - NATIONAL CENTER FOR SAFETY Total:					262.50
Vendor DBA: 1834 -					
NATIONAL SCREENING BURE...	NEW HIRE BACKGROUND CHE...	03/18/2026	03/19/2026		49.00
NATIONAL SCREENING BURE...	NEW HIRE BACKGROUND CHE...	03/18/2026	03/19/2026		83.70
Vendor DBA 1834 - NATIONAL SCREENING BUREAU Total:					132.70
Vendor DBA: 1345 -					
OREILLY AUTO PARTS	VEHICLE/EQUIP-SUPPLIES/PA...	03/18/2026	03/19/2026		113.17
OREILLY AUTO PARTS	VEHICLE/EQUIP-SUPPLIES/PA...	03/18/2026	03/19/2026		43.04
OREILLY AUTO PARTS	VEHICLE/EQUIP-SUPPLIES/PA...	03/18/2026	03/19/2026		43.04
OREILLY AUTO PARTS	VEHICLE/EQUIP-SUPPLIES/PA...	03/18/2026	03/19/2026		43.04
OREILLY AUTO PARTS	VEHICLE/EQUIP-SUPPLIES/PA...	03/18/2026	03/19/2026		43.04
OREILLY AUTO PARTS	VEHICLE/EQUIP-SUPPLIES/PA...	03/18/2026	03/19/2026		23.43
OREILLY AUTO PARTS	VEHICLE/EQUIP-SUPPLIES/PA...	03/18/2026	03/19/2026		23.44
OREILLY AUTO PARTS	VEHICLE/EQUIP-SUPPLIES/PA...	03/18/2026	03/19/2026		23.44
OREILLY AUTO PARTS	VEHICLE/EQUIP-SUPPLIES/PA...	03/18/2026	03/19/2026		23.44
OREILLY AUTO PARTS	VEHICLE/EQUIP-SUPPLIES/PA...	03/18/2026	03/19/2026		23.44
OREILLY AUTO PARTS	VEHICLE/EQUIP-SUPPLIES/PA...	03/18/2026	03/19/2026		96.33
Vendor DBA 1345 - OREILLY AUTO PARTS Total:					475.41
Vendor DBA: 1938 - PAVEMENT MAINTENANCE PRODUCTS					
PAVEMENT MAINTENANCE P...	WATER-LOCATE SUPPLIES	03/17/2026	03/19/2026		20.99
PAVEMENT MAINTENANCE P...	WATER-LOCATE SUPPLIES	03/17/2026	03/19/2026		20.98
Vendor DBA 1938 - PAVEMENT MAINTENANCE PRODUCTS Total:					41.97
Vendor DBA: 2369 -					
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	03/19/2026	03/20/2026		32.30
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	03/12/2026	03/13/2026		1,510.90
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	03/12/2026	03/13/2026		466.72
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	03/19/2026	03/20/2026		1,498.11
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	03/26/2026	03/27/2026		509.89
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	03/26/2026	03/27/2026		138.00
Vendor DBA 2369 - PAYLOCITY CORPORATION Total:					4,155.92
Vendor DBA: 3075 -					
PINNACLE FIRE & AUTOMATI...	ANNUAL MONITORING	03/12/2026	03/13/2026		24.50
PINNACLE FIRE & AUTOMATI...	ANNUAL MONITORING	03/12/2026	03/13/2026		24.50
PINNACLE FIRE & AUTOMATI...	ANNUAL MONITORING	03/12/2026	03/13/2026		24.50

AP ORDINANCE

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
PINNACLE FIRE & AUTOMATI...	ANNUAL MONITORING	03/12/2026	03/13/2026		24.50
PINNACLE FIRE & AUTOMATI...	2026 ANNUAL MONITORING	03/12/2026	03/13/2026		147.00
PINNACLE FIRE & AUTOMATI...	2026 ANNUAL MONITORING	03/12/2026	03/13/2026		147.00
PINNACLE FIRE & AUTOMATI...	2026 ANNUAL MONITORING	03/12/2026	03/13/2026		147.00
PINNACLE FIRE & AUTOMATI...	2026 ANNUAL MONITORING	03/12/2026	03/13/2026		147.00
Vendor DBA 3075 - PINNACLE FIRE & AUTOMATION, LLC Total:					686.00
Vendor DBA: 0263 -					
PITNEY BOWES GLOBAL FINA...	QUARTERLY LEASE	03/13/2026	03/13/2026		258.72
PITNEY BOWES GLOBAL FINA...	POSTAGE REFILL/INK	03/19/2026	03/18/2026		500.00
Vendor DBA 0263 - PITNEY BOWES GLOBAL FINANCIAL Total:					758.72
Vendor DBA: 2683 -					
PRINCESS FONSECA	TRAVEL REIMBURSEMENT	03/24/2026	03/27/2026		327.00
Vendor DBA 2683 - PRINCESS FONSECA Total:					327.00
Vendor DBA: 2324 -					
PROFESSIONAL ENGINEERING...	BEL AIRE SUNFLOWER COMM...	03/24/2026	03/27/2026	001-8891	20,000.00
PROFESSIONAL ENGINEERING...	BEL AIRE - 2026 STREET MAINT..	03/25/2026	03/27/2026	031-8014	2,657.80
PROFESSIONAL ENGINEERING...	BEL AIRE - 2026 TRAFFIC COU...	03/25/2026	03/27/2026		13,050.00
Vendor DBA 2324 - PROFESSIONAL ENGINEERING CONSU Total:					35,707.80
Vendor DBA: 0105 -					
PUBLIC WORKS & UTILITIES-CI...	30,750 GAL: 02/04/26-03/05/...	03/17/2026	03/19/2026		697.49
Vendor DBA 0105 - PUBLIC WORKS & UTILITIES-CITY OF WICHITA Total:					697.49
Vendor DBA: 2614 -					
RUSH TRUCK CENTERS	VEH & EQUIP: REPAIR/MAINT	03/06/2026	03/27/2026		70.37
RUSH TRUCK CENTERS	VEH & EQUIP: REPAIR/MAINT	03/06/2026	03/27/2026		70.37
RUSH TRUCK CENTERS	VEH & EQUIP: REPAIR/MAINT	03/06/2026	03/27/2026		70.38
RUSH TRUCK CENTERS	VEH & EQUIP: REPAIR/MAINT	03/06/2026	03/27/2026		70.38
Vendor DBA 2614 - RUSH TRUCK CENTERS Total:					281.50
Vendor DBA: 0216 -					
SEDGWICK COUNTY DIV OF FI...	02/26 PRISONER HOUSING FE...	03/18/2026	03/19/2026		2,833.53
Vendor DBA 0216 - SEDGWICK COUNTY DIV OF FINANCE Total:					2,833.53
Vendor DBA: 2726 -					
SHORT ELLIOTT HENDRICKSON..	BELAC SUNFLOWER PARK 3RD...	03/24/2026	03/27/2026	013-8830	1,534.38
SHORT ELLIOTT HENDRICKSON..	BELAC SUNFLOWER PARK 3RD...	03/24/2026	03/27/2026	013-8831	1,534.38
SHORT ELLIOTT HENDRICKSON..	BELAC SUNFLOWER PARK 3RD...	03/24/2026	03/27/2026	013-8832	1,534.37
SHORT ELLIOTT HENDRICKSON..	BELAC SUNFLOWER PARK 3RD...	03/24/2026	03/27/2026	013-8833	1,534.37
Vendor DBA 2726 - SHORT ELLIOTT HENDRICKSON INC Total:					6,137.50
Vendor DBA: 0911 - SIMPLE CLEAN					
SIMPLE CLEAN	03/26 JANITORIAL SVC: PW	03/12/2026	03/13/2026		77.40
SIMPLE CLEAN	03/26 JANITORIAL SVC: PW	03/12/2026	03/13/2026		77.40
SIMPLE CLEAN	03/26 JANITORIAL SVC: PW	03/12/2026	03/13/2026		77.40
SIMPLE CLEAN	03/26 JANITORIAL SVC: PW	03/12/2026	03/13/2026		77.40
SIMPLE CLEAN	03/26 JANITORIAL SVC: CH	03/12/2026	03/13/2026		1,832.50
SIMPLE CLEAN	03/26 JANITORIAL SVC: REC	03/12/2026	03/13/2026		682.50
SIMPLE CLEAN	03/26 JANITORIAL SVC: PW	03/12/2026	03/13/2026		173.55
SIMPLE CLEAN	03/26 JANITORIAL SVC: PW	03/12/2026	03/13/2026		173.55
SIMPLE CLEAN	03/26 JANITORIAL SVC: PW	03/12/2026	03/13/2026		173.55
SIMPLE CLEAN	03/26 JANITORIAL SVC: PW	03/12/2026	03/13/2026		173.55
Vendor DBA 0911 - SIMPLE CLEAN Total:					3,518.80
Vendor DBA: 0707 - SITEONE LANDSCAPE SUPPLY					
SITEONE LANDSCAPE SUPPLY	GRASS SEED/PLANTING SUPPL...	03/24/2026	03/27/2026		139.13
Vendor DBA 0707 - SITEONE LANDSCAPE SUPPLY Total:					139.13
Vendor DBA: 0140 -					
SPECTRUM PROMOTIONAL P...	REC SPORTS SHIRTS/UNIFOR...	03/18/2026	03/19/2026		137.15
Vendor DBA 0140 - SPECTRUM PROMOTIONAL PRODUCTS Total:					137.15

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 1953 -					
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	03/17/2026	03/19/2026		44.06
Vendor DBA 1953 - SUMNERONE - SUMNER GROUP INC Total:					44.06
Vendor DBA: 2679 -					
SUNSET LAW ENFORCEMENT ...	SUPPLIES	02/26/2026	03/27/2026		610.20
Vendor DBA 2679 - SUNSET LAW ENFORCEMENT LLC Total:					610.20
Vendor DBA: 2839 -					
UMB - PCARD	Professional Dues & Subscript...	03/27/2026	03/27/2026		95.99
UMB - PCARD	Community Relations/Events	03/27/2026	03/27/2026		259.70
UMB - PCARD	Office Furniture	03/27/2026	03/27/2026		161.00
UMB - PCARD	Training/Conferences	03/27/2026	03/27/2026		10.00
UMB - PCARD	Training/Conferences	03/27/2026	03/27/2026		15.00
UMB - PCARD	Training/Conferences	03/27/2026	03/27/2026		15.00
UMB - PCARD	Community Relations/Events	03/27/2026	03/27/2026		9.90
UMB - PCARD	Training/Conferences	03/27/2026	03/27/2026		175.00
UMB - PCARD	Office Supplies	03/27/2026	03/27/2026		64.35
UMB - PCARD	Community Relations Event	03/27/2026	03/27/2026		45.98
UMB - PCARD	Professional Dues & Members...	03/27/2026	03/27/2026		50.00
UMB - PCARD	Community Relations/Events	03/27/2026	03/27/2026		398.09
UMB - PCARD	Community Relations Event	03/27/2026	03/27/2026		91.96
UMB - PCARD	Office Equipment	03/27/2026	03/27/2026		147.36
UMB - PCARD	Professional Dues & Members...	03/27/2026	03/27/2026		300.00
UMB - PCARD	Office Supplies	03/27/2026	03/27/2026		38.68
UMB - PCARD	Office Supplies	03/27/2026	03/27/2026		-36.99
UMB - PCARD	Office Furniture	03/27/2026	03/27/2026		157.98
UMB - PCARD	Training/Conferences	03/27/2026	03/27/2026		21.57
UMB - PCARD	Training/Conferences	03/27/2026	03/27/2026		28.11
UMB - PCARD	Office Furniture	03/27/2026	03/27/2026		37.61
UMB - PCARD	Professional Dues & Members...	03/27/2026	03/27/2026		90.00
UMB - PCARD	Professional Dues/Membershi...	03/27/2026	03/27/2026		220.00
UMB - PCARD	Office Supplies	03/27/2026	03/27/2026		103.99
UMB - PCARD	Publications & Printing	03/27/2026	03/27/2026		37.23
UMB - PCARD	Publications & Printing	03/27/2026	03/27/2026		486.55
UMB - PCARD	Uniforms & Clothing	03/27/2026	03/27/2026		89.87
UMB - PCARD	Uniforms & Clothing	03/27/2026	03/27/2026		36.99
UMB - PCARD	Uniforms & Clothing	03/27/2026	03/27/2026		218.46
UMB - PCARD	Uniforms & Clothing	03/27/2026	03/27/2026		279.95
UMB - PCARD	Training/Conferences	03/27/2026	03/27/2026		150.00
UMB - PCARD	Training/Conferences	03/27/2026	03/27/2026		665.00
UMB - PCARD	Training/Conferences	03/27/2026	03/27/2026		35.00
UMB - PCARD	Hotel & Travel	03/27/2026	03/27/2026		715.50
UMB - PCARD	Hotel & Travel	03/27/2026	03/27/2026		715.50
UMB - PCARD	Hotel & Travel	03/27/2026	03/27/2026		40.72
UMB - PCARD	Credit-Hotel & Travel	03/27/2026	03/27/2026		-22.02
UMB - PCARD	Vehicle/Equip Supplies/Parts	03/27/2026	03/27/2026		46.99
UMB - PCARD	Vehicle Repair/Maint.	03/27/2026	03/27/2026		121.00
UMB - PCARD	Refund-Minor Equip:Tools, Ele...	03/27/2026	03/27/2026		-15.72
UMB - PCARD	Minor Equip:Tools, Elect	03/27/2026	03/27/2026		15.72
UMB - PCARD	Monir Equip: Tools, Elect	03/27/2026	03/27/2026		32.92
UMB - PCARD	Minor Equip: Tools, Elect	03/27/2026	03/27/2026		21.88
UMB - PCARD	Contractual Services	03/27/2026	03/27/2026		61.73
UMB - PCARD	Training & Conferences	03/27/2026	03/27/2026		15.00
UMB - PCARD	Contractual Services	03/27/2026	03/27/2026		46.69
UMB - PCARD	Pool Concessions	03/27/2026	03/27/2026		202.24
UMB - PCARD	Recreational Equip/Supplies	03/27/2026	03/27/2026		19.98
UMB - PCARD	Contractual Services	03/27/2026	03/27/2026		44.99
UMB - PCARD	Community Relations/Events	03/27/2026	03/27/2026		49.94
UMB - PCARD	Community Relations/Events	03/27/2026	03/27/2026		6.58
UMB - PCARD	Office Supplies	03/27/2026	03/27/2026		19.12
UMB - PCARD	Office Furniture	03/27/2026	03/27/2026		272.91

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
UMB - PCARD	IT Computer & Equipment	03/27/2026	03/27/2026		349.99
UMB - PCARD	Cleaning Supplies & Minor Equ..	03/27/2026	03/27/2026		76.19
UMB - PCARD	Minor Equip/Tools	03/27/2026	03/27/2026		71.55
UMB - PCARD	Minor Equip/Tools	03/27/2026	03/27/2026		42.89
UMB - PCARD	Minor Equip/Tools	03/27/2026	03/27/2026		20.68
UMB - PCARD	Minor Equip/Tools	03/27/2026	03/27/2026		14.91
UMB - PCARD	Minor Equip/Tools	03/27/2026	03/27/2026		14.09
UMB - PCARD	Minor Equip/Tools	03/27/2026	03/27/2026		12.48
UMB - PCARD	Minor Equip/Tools	03/27/2026	03/27/2026		1.89
UMB - PCARD	Cleaning Supplies & Minor Equ..	03/27/2026	03/27/2026		52.21
UMB - PCARD	Contractual Services	03/27/2026	03/27/2026		90.00
UMB - PCARD	Professional Dies & Membersh..	03/27/2026	03/27/2026		45.00
UMB - PCARD	Office Furniture	03/27/2026	03/27/2026		259.98
UMB - PCARD	Office Supplies	03/27/2026	03/27/2026		91.88
UMB - PCARD	Office Supplies	03/27/2026	03/27/2026		55.84
UMB - PCARD	Safety Equip & Supplies	03/27/2026	03/27/2026		199.98
UMB - PCARD	Office Supplies	03/27/2026	03/27/2026		19.14
UMB - PCARD	Cleaning Supplies & Minor Equ..	03/27/2026	03/27/2026		76.19
UMB - PCARD	Minor Equip: Tools, Elect	03/27/2026	03/27/2026		189.82
UMB - PCARD	Minor Equip: Tools, Elect	03/27/2026	03/27/2026		118.01
UMB - PCARD	Minor Equip: Tools, Elect	03/27/2026	03/27/2026		77.05
UMB - PCARD	Minor Equip/Tools	03/27/2026	03/27/2026		71.57
UMB - PCARD	Cleaning Supplies & Minor Equ..	03/27/2026	03/27/2026		52.21
UMB - PCARD	Minor Equip/Tools	03/27/2026	03/27/2026		42.90
UMB - PCARD	Minor Equip/Tools	03/27/2026	03/27/2026		20.70
UMB - PCARD	Minor Equip/Tools	03/27/2026	03/27/2026		14.91
UMB - PCARD	Minor Equip/Tools	03/27/2026	03/27/2026		14.11
UMB - PCARD	Minor Equip/Tools	03/27/2026	03/27/2026		12.50
UMB - PCARD	Minor Equip/Tools	03/27/2026	03/27/2026		1.90
UMB - PCARD	Community Relations/Events	03/27/2026	03/27/2026		9.91
UMB - PCARD	Office Supplies	03/27/2026	03/27/2026		11.55
UMB - PCARD	Office Supplies	03/27/2026	03/27/2026		19.14
UMB - PCARD	Cleaning Supplies & Minor Equ..	03/27/2026	03/27/2026		76.20
UMB - PCARD	Minor Equip/Tools	03/27/2026	03/27/2026		12.50
UMB - PCARD	Minor Equip/Tools	03/27/2026	03/27/2026		71.57
UMB - PCARD	Cleaning Supplies & Minor Equ..	03/27/2026	03/27/2026		52.22
UMB - PCARD	Minor Equip/Tools	03/27/2026	03/27/2026		1.90
UMB - PCARD	Minor Equip/Tools	03/27/2026	03/27/2026		42.90
UMB - PCARD	Minor Equip/Tools	03/27/2026	03/27/2026		14.11
UMB - PCARD	Minor Equip/Tools	03/27/2026	03/27/2026		14.91
UMB - PCARD	Minor Equip/Tools	03/27/2026	03/27/2026		20.70
UMB - PCARD	Construction Material/Supplies	03/27/2026	03/27/2026		246.54
UMB - PCARD	Contractual Services	03/27/2026	03/27/2026		257.09
UMB - PCARD	Community Relations/Events	03/27/2026	03/27/2026		9.91
UMB - PCARD	Office Supplies	03/27/2026	03/27/2026		11.55
UMB - PCARD	Office Supplies	03/27/2026	03/27/2026		19.14
UMB - PCARD	Cleaning Supplies & Minor Equ..	03/27/2026	03/27/2026		76.20
UMB - PCARD	Uniforms & Clothing	03/27/2026	03/27/2026		39.18
UMB - PCARD	Uniforms & Clothing	03/27/2026	03/27/2026		165.00
UMB - PCARD	Uniforms & Clothing	03/27/2026	03/27/2026		108.99
UMB - PCARD	Uniforms & Clothing	03/27/2026	03/27/2026		87.16
UMB - PCARD	Minor Equip/Tools	03/27/2026	03/27/2026		42.90
UMB - PCARD	Minor Equip/Tools	03/27/2026	03/27/2026		20.70
UMB - PCARD	Cleaning Supplies & Minor Equ..	03/27/2026	03/27/2026		52.21
UMB - PCARD	Minor Equip/Tools	03/27/2026	03/27/2026		14.11
UMB - PCARD	Minor Equip/Tools	03/27/2026	03/27/2026		12.50
UMB - PCARD	Minor Equip/Tools	03/27/2026	03/27/2026		1.90
UMB - PCARD	Minor Equip/Tools	03/27/2026	03/27/2026		14.91
UMB - PCARD	Contractual Services	03/27/2026	03/27/2026		285.97
				Vendor DBA 2839 - UMB - PCARD Total:	10,835.14

AP ORDINANCE

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 0503 -					
UNDERGROUND VAULTS & ST...	DOCUMENT SHREDDING	03/24/2026	03/27/2026		10.50
Vendor DBA 0503 - UNDERGROUND VAULTS & STORAGE-UV&S Total:					10.50
Vendor DBA: 2286 -					
UTILITY MAINTENANCE CONT...	LIFT STATION REPAIR	03/18/2026	03/19/2026		4,315.39
Vendor DBA 2286 - UTILITY MAINTENANCE CONTRACTOR Total:					4,315.39
Vendor DBA: 2713 -					
VERSASPORT LLC	BEL AIRE REC CENTER PLAYG...	03/19/2026	03/19/2026		48,671.18
Vendor DBA 2713 - VERSASPORT LLC Total:					48,671.18
Vendor DBA: 3051 - VESTIS SERVICES, LLC.					
VESTIS SERVICES, LLC.	UNIFORMS & CLOTHING-PW	03/17/2026	03/19/2026		353.89
Vendor DBA 3051 - VESTIS SERVICES, LLC. Total:					353.89
Vendor DBA: 1899 -					
VISION ALLIANCE MARKETING...	COURT SERVICES OFFICER	03/13/2026	03/13/2026		400.00
VISION ALLIANCE MARKETING...	COURT SERVICES OFFICER	03/13/2026	03/13/2026		400.00
Vendor DBA 1899 - VISION ALLIANCE MARKETING,LLC-SCKACS Total:					800.00
Vendor DBA: 1205 -					
WASTE CONNECTIONS OF KA...	02/26 RECYCLE/TRASH SVC	03/17/2026	03/19/2026		69.56
WASTE CONNECTIONS OF KA...	02/26 RECYCLE/TRASH SVC	03/17/2026	03/19/2026		69.56
WASTE CONNECTIONS OF KA...	02/26 RECYCLE/TRASH SVC	03/17/2026	03/19/2026		69.56
WASTE CONNECTIONS OF KA...	02/26 RECYCLE/TRASH SVC	03/17/2026	03/19/2026		38,960.53
WASTE CONNECTIONS OF KA...	02/26 RECYCLE/TRASH SVC	03/17/2026	03/19/2026		14,089.83
Vendor DBA 1205 - WASTE CONNECTIONS OF KANSAS Total:					53,259.04
Vendor DBA: 1076 -					
WICHITA STATE UNIVERSITY	CITY COUNTY MNGT SUMMIT ...	03/17/2026	03/19/2026		140.00
Vendor DBA 1076 - WICHITA STATE UNIVERSITY Total:					140.00
Vendor DBA: 0003 - WILLIAMS JANITORIAL SUPPLY WAREHOUSE					
WILLIAMS JANITORIAL SUPPLY...	JANITORIAL SUPPLIES	03/12/2026	03/13/2026		162.93
Vendor DBA 0003 - WILLIAMS JANITORIAL SUPPLY WAREHOUSE Total:					162.93
Vendor DBA: 2791 -					
WORKSTEPS, INC	PRE-EMPLOYMENT SCREENING	03/18/2026	03/19/2026		75.00
WORKSTEPS, INC	PRE-EMPLOYMENT SCREENING	03/18/2026	03/19/2026		75.00
Vendor DBA 2791 - WORKSTEPS, INC Total:					150.00
Vendor DBA: 1849 - WRIGHT EXPRESS FSC					
WRIGHT EXPRESS FSC	FLEET FUEL	03/24/2026	03/27/2026		2,338.92
WRIGHT EXPRESS FSC	FLEET FUEL	03/24/2026	03/27/2026		146.24
WRIGHT EXPRESS FSC	FLEET FUEL	03/24/2026	03/27/2026		29.09
WRIGHT EXPRESS FSC	FLEET FUEL	03/24/2026	03/27/2026		552.07
WRIGHT EXPRESS FSC	FLEET FUEL	03/24/2026	03/27/2026		177.68
WRIGHT EXPRESS FSC	FLEET FUEL	03/24/2026	03/27/2026		172.82
Vendor DBA 1849 - WRIGHT EXPRESS FSC Total:					3,416.82
Grand Total:					650,532.65

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	184,806.46
200 - Special Street & Highway	20,685.04
320 - Capital Projects Fund 2	26,755.39
355 - Capital Improvement Reserve	48,671.18
410 - Bond & Interest	9,987.50
520 - Water Utility	139,406.42
530 - Sewer Utility	167,170.30
540 - Solid Waste Utility	53,050.36
Grand Total:	650,532.65

Account Summary

Account Number	Account Name	Payment Amount
100-000-000-2014	FEDERAL TAX PAYABLE	6,752.14
100-000-000-2016	SOCIAL SECURITY PAYAB...	11,856.36
100-000-000-2018	MEDICARE PAYABLE	2,772.86
100-000-000-2020	STATE TAX PAYABLE	4,534.49
100-000-000-2022	KPERS 1 PAYABLE	848.31
100-000-000-2024	KPERS 2 PAYABLE	2,018.00
100-000-000-2026	KPERS 3 PAYABLE	6,699.67
100-000-000-2028	KP&F PAYABLE	12,210.82
100-000-000-2034	457 DEFERRED COMP P...	1,152.00
100-000-000-2048	MEDICAL INS PREMIUMS...	52,643.34
100-000-000-2062	FSA HEALTH PAYABLE	3,551.20
100-100-110-6008	PROFESSIONAL DUES/M...	95.99
100-100-110-6010	COMMUNITY RELATION...	259.70
100-100-110-6016	OFFICE FURNITURE	161.00
100-100-110-6038	MERCHANDISE TSF OR D...	72.00
100-100-110-7014	IT - MANAGED SERVICES	327.69
100-100-110-7024	CONTRACTUAL SERVICES	548.55
100-100-110-7028	LIABILITY INSURANCE	655.58
100-100-110-7046	COMMUNICATION SERV...	86.83
100-100-130-6046	TRAINING/CONFERENCES	40.00
100-100-130-7014	IT - MANAGED SERVICES	164.28
100-100-130-7028	LIABILITY INSURANCE	655.58
100-100-130-7030	ENGINEERING SERVICES	13,050.00
100-100-130-7046	COMMUNICATION SERV...	43.42
100-100-140-6010	COMMUNITY RELATION...	9.90
100-100-140-6046	TRAINING/CONFERENCES	315.00
100-100-140-6048	HOTEL & TRAVEL	327.00
100-100-140-7014	IT - MANAGED SERVICES	491.97
100-100-140-7028	LIABILITY INSURANCE	655.58
100-100-140-7046	COMMUNICATION SERV...	130.25
100-100-150-6014	OFFICE SUPPLIES	64.35
100-100-150-6028	PUBLICATIONS/PRINTING	169.13
100-100-150-6038	MERCHANDISE TSF OR D...	45.98
100-100-150-7014	IT - MANAGED SERVICES	491.97
100-100-150-7028	LIABILITY INSURANCE	655.58
100-100-160-6008	PROFESSIONAL DUES/M...	50.00
100-100-160-6010	COMMUNITY RELATION...	490.05
100-100-160-6018	OFFICE EQUIPMENT	147.36
100-100-160-7014	IT - MANAGED SERVICES	327.69
100-100-160-7028	LIABILITY INSURANCE	655.58
100-100-160-7046	COMMUNICATION SERV...	130.25
100-100-170-6008	PROFESSIONAL DUES/M...	300.00
100-100-170-6014	OFFICE SUPPLIES	1.69
100-100-170-6016	OFFICE FURNITURE	157.98
100-100-170-6028	PUBLICATIONS/PRINTING	37.77

Account Summary

Account Number	Account Name	Payment Amount
100-100-170-6046	TRAINING/CONFERENCES	49.68
100-100-170-7014	IT - MANAGED SERVICES	327.69
100-100-170-7028	LIABILITY INSURANCE	655.58
100-100-170-7046	COMMUNICATION SERV...	43.42
100-100-170-7804	LEGAL SERVICES	8,913.30
100-120-240-6016	OFFICE FURNITURE	37.61
100-120-240-6028	PUBLICATIONS/PRINTING	75.54
100-120-240-7014	IT - MANAGED SERVICES	245.99
100-120-240-7024	CONTRACTUAL SERVICES	10.50
100-120-240-7028	LIABILITY INSURANCE	655.57
100-120-240-7046	COMMUNICATION SERV...	86.83
100-120-240-7064	INMATE HOUSING FEES	2,833.53
100-120-240-7804	LEGAL SERVICES	800.00
100-120-250-6008	PROFESSIONAL DUES/M...	460.00
100-120-250-6014	OFFICE SUPPLIES	129.59
100-120-250-6028	PUBLICATIONS/PRINTING	561.55
100-120-250-6038	MERCHANDISE TSF OR D...	432.00
100-120-250-6040	UNIFORMS/CLOTHING	1,159.63
100-120-250-6046	TRAINING/CONFERENCES	1,520.00
100-120-250-6048	HOTEL & TRAVEL	1,449.70
100-120-250-6056	PETROLEUM PRODUCTS	2,338.92
100-120-250-6300	POLICE SUPPLIES	645.79
100-120-250-6604	VEHICLE/EQUIP SUPPLIE...	46.99
100-120-250-7014	IT - MANAGED SERVICES	2,625.03
100-120-250-7024	CONTRACTUAL SERVICES	370.04
100-120-250-7028	LIABILITY INSURANCE	655.57
100-120-250-7046	COMMUNICATION SERV...	390.75
100-120-250-7604	VEH & EQUIP: REPAIR/...	541.97
100-130-330-6054	MINOR EQUIP: TOOLS,E...	54.80
100-130-330-7024	CONTRACTUAL SERVICES	61.73
100-130-330-7046	COMMUNICATION SERV...	31.81
100-130-330-7048	UTILITIES	182.23
100-130-340-6046	TRAINING/CONFERENCES	15.00
100-130-340-7024	CONTRACTUAL SERVICES	46.69
100-130-350-6022	REC CONCESSIONS	202.24
100-130-350-6034	CLEANING SUPPLIES	162.93
100-130-350-6038	MERCHANDISE TSF OR D...	144.00
100-130-350-6056	PETROLEUM PRODUCTS	132.10
100-130-350-6400	RECREATIONAL EQUIP/S...	335.23
100-130-350-7014	IT - MANAGED SERVICES	737.96
100-130-350-7024	CONTRACTUAL SERVICES	1,026.30
100-130-350-7028	LIABILITY INSURANCE	655.57
100-130-350-7038	JANITORIAL SERVICES	682.50
100-130-350-7046	COMMUNICATION SERV...	287.02
100-130-350-7048	UTILITIES	418.09
100-130-360-6010	COMMUNITY RELATION...	56.52
100-130-360-7014	IT - MANAGED SERVICES	164.28
100-130-360-7046	COMMUNICATION SERV...	23.33
100-150-510-6004	CHEMICALS	23.43
100-150-510-6014	OFFICE SUPPLIES	19.12
100-150-510-6016	OFFICE FURNITURE	272.91
100-150-510-6020	IT - COMPUTERS AND E...	349.99
100-150-510-6034	CLEANING SUPPLIES	76.19
100-150-510-6054	MINOR EQUIP: TOOLS,E...	230.70
100-150-510-6056	PETROLEUM PRODUCTS	244.02
100-150-510-6100	CONSTRUCTION MATER...	210.80
100-150-510-6604	VEHICLE/EQUIP SUPPLIE...	1,918.92
100-150-510-7014	IT - MANAGED SERVICES	164.28

Account Summary

Account Number	Account Name	Payment Amount
100-150-510-7016	SOFTWARE/HARDWARE...	91.16
100-150-510-7024	CONTRACTUAL SERVICES	406.09
100-150-510-7028	LIABILITY INSURANCE	655.57
100-150-510-7038	JANITORIAL SERVICES	250.95
100-150-510-7046	COMMUNICATION SERV...	99.55
100-150-510-7048	UTILITIES	488.10
100-150-510-7604	VEH & EQUIP: REPAIR/...	70.37
100-150-510-8000	VEH/EQUIP LEASE/PURC...	9,471.32
100-150-510-8010	PUBLIC GROUNDS IMPR...	274.13
100-160-610-6008	PROFESSIONAL DUES/M...	45.00
100-160-610-6016	OFFICE FURNITURE	259.98
100-160-610-6028	PUBLICATIONS/PRINTING	37.77
100-160-610-6056	PETROLEUM PRODUCTS	146.24
100-160-610-7014	IT - MANAGED SERVICES	819.66
100-160-610-7028	LIABILITY INSURANCE	655.57
100-160-610-7046	COMMUNICATION SERV...	108.54
100-190-910-6014	OFFICE SUPPLIES	147.72
100-190-910-6026	POSTAGE	500.00
100-190-910-6036	SAFETY EQUIP & SUPPLI...	199.98
100-190-910-6056	PETROLEUM PRODUCTS	29.09
100-190-910-7016	SOFTWARE/HARDWARE...	155.99
100-190-910-7024	CONTRACTUAL SVCS	2,686.27
100-190-910-7038	JANITORIAL SVCS	1,832.50
100-190-910-7046	COMMUNICATION SERV...	893.20
100-190-910-7048	UTILITIES	633.36
200-000-000-2014	FEDERAL TAX PAYABLE	119.00
200-000-000-2016	SOCIAL SECURITY PAYAB...	272.94
200-000-000-2018	MEDICARE PAYABLE	63.84
200-000-000-2020	STATE TAX PAYABLE	79.66
200-000-000-2022	KPERS 1 PAYABLE	394.59
200-000-000-2048	MEDICAL INS PREMIUMS...	3,376.62
200-210-200-6004	CHEMICALS	23.44
200-210-200-6014	OFFICE SUPPLIES	19.14
200-210-200-6034	CLEANING SUPPLIES	76.19
200-210-200-6054	MINOR EQUIP: TOOLS,E...	680.59
200-210-200-6056	PETROLEUM PRODUCTS	796.09
200-210-200-6500	PAVED STREET REPAIR ...	1,792.00
200-210-200-6604	VEHICLE/EQUIP SUPPLIE...	43.04
200-210-200-7014	IT - MANAGED SERVICES	164.28
200-210-200-7024	CONTRACTUAL SERVICES	240.88
200-210-200-7028	LIABILITY INSURANCE	655.57
200-210-200-7038	JANITORIAL SERVICES	250.95
200-210-200-7040	STREET LIGHTING	8,449.59
200-210-200-7046	COMMUNICATION SERV...	85.22
200-210-200-7048	UTILITIES	373.24
200-210-200-7604	VEH & EQUIP: REPAIR/...	70.37
200-210-200-8014	STREET IMPROVEMENTS	2,657.80
320-320-320-8830	DESIGN - WATER	1,534.38
320-320-320-8831	DESIGN - SEWER	1,534.38
320-320-320-8832	DESIGN - PAVING	1,534.37
320-320-320-8833	DESIGN - DRAINAGE	1,534.37
320-320-320-8891	OWNER'S REP	20,000.00
320-320-320-8893	EQUIPMENT AND FURNI...	617.89
355-355-355-8026	PUB GROUNDS IMPROV...	48,671.18
410-410-410-8702	DEBT SERVICE INTEREST	9,987.50
520-000-000-2014	FEDERAL TAX PAYABLE	1,374.77
520-000-000-2016	SOCIAL SECURITY PAYAB...	2,103.22
520-000-000-2018	MEDICARE PAYABLE	491.92

Account Summary

Account Number	Account Name	Payment Amount
520-000-000-2020	STATE TAX PAYABLE	839.04
520-000-000-2022	KPERS 1 PAYABLE	959.42
520-000-000-2024	KPERS 2 PAYABLE	349.19
520-000-000-2026	KPERS 3 PAYABLE	1,447.33
520-000-000-2048	MEDICAL INS PREMIUMS...	4,313.32
520-210-520-2006	STATE SALES TAX COLLE...	874.01
520-210-520-2008	WAT PROTECTION FEE P...	4,912.24
520-210-520-6004	CHEMICALS	23.44
520-210-520-6010	COMMUNITY RELATION...	9.91
520-210-520-6014	OFFICE SUPPLIES	30.69
520-210-520-6026	POSTAGE	67.38
520-210-520-6028	PUBLICATIONS/PRINTING	37.77
520-210-520-6034	CLEANING SUPPLIES	76.20
520-210-520-6038	MERCHANDISE TSF OR D...	72.00
520-210-520-6054	MINOR EQUIP: TOOLS,E...	295.72
520-210-520-6056	PETROLEUM PRODUCTS	421.70
520-210-520-6100	CONSTRUCTION MATER...	1,184.63
520-210-520-6604	VEHICLE/EQUIP SUPPLIE...	43.04
520-210-520-7014	IT - MANAGED SERVICES	819.66
520-210-520-7024	CONTRACTUAL SERVICES	720.54
520-210-520-7025	CLEAN WATER FEE	4,605.21
520-210-520-7028	LIABILITY INSURANCE	655.57
520-210-520-7038	JANITORIAL SERVICES	250.95
520-210-520-7046	COMMUNICATION SERV...	305.08
520-210-520-7048	UTILITIES	714.42
520-210-520-7058	WATER PURCHASED	697.49
520-210-520-7060	WATER TREATMENT OP...	63,412.79
520-210-520-7062	WATER DEBT SERVICE - ...	47,227.39
520-210-520-7604	VEH & EQUIP: REPAIR/...	70.38
530-000-000-2014	FEDERAL TAX PAYABLE	625.76
530-000-000-2016	SOCIAL SECURITY PAYAB...	1,143.34
530-000-000-2018	MEDICARE PAYABLE	267.36
530-000-000-2020	STATE TAX PAYABLE	402.95
530-000-000-2022	KPERS 1 PAYABLE	373.74
530-000-000-2026	KPERS 3 PAYABLE	1,253.76
530-000-000-2048	MEDICAL INS PREMIUMS...	10,047.32
530-000-000-2062	FSA HEALTH PAYABLE	604.72
530-210-530-6004	CHEMICALS	23.44
530-210-530-6010	COMMUNITY RELATION...	9.91
530-210-530-6014	OFFICE SUPPLIES	30.69
530-210-530-6034	CLEANING SUPPLIES	76.20
530-210-530-6040	UNIFORMS/CLOTHING	754.22
530-210-530-6054	MINOR EQUIP: TOOLS,E...	212.57
530-210-530-6056	PETROLEUM PRODUCTS	304.92
530-210-530-6100	CONSTRUCTION MATER...	668.03
530-210-530-6604	VEHICLE/EQUIP SUPPLIE...	156.21
530-210-530-6806	LIFT STATION OPERATIO...	4,454.01
530-210-530-7014	IT - MANAGED SERVICES	819.66
530-210-530-7024	CONTRACTUAL SERVICES	943.12
530-210-530-7028	LIABILITY INSURANCE	655.57
530-210-530-7038	JANITORIAL SERVICES	250.95
530-210-530-7046	COMMUNICATION SERV...	193.52
530-210-530-7048	UTILITIES	556.66
530-210-530-7052	SEWER TREATMENT OP...	37,719.81
530-210-530-7054	SEWER DEBT SERVICE - ...	104,551.48
530-210-530-7604	VEH & EQUIP: REPAIR/...	70.38
540-540-540-7042	SOLID WASTE SERVICES ...	38,960.53

Account Summary

Account Number	Account Name	Payment Amount
540-540-540-7044	RECYCLING SERVICES	14,089.83
	Grand Total:	650,532.65

Project Account Summary

Project Account Key	Payment Amount
None	621,119.46
001-8891	20,000.00
013-8830	1,534.38
013-8831	1,534.38
013-8832	1,534.37
013-8833	1,534.37
029-8893	617.89
031-8014	2,657.80
	<hr/>
Grand Total:	650,532.65



City of Bel Aire, KS

Section VII, Item A.

Payroll Check Register Report Summary

Pay Period: 2/21/2026-3/6/2026

Packet: PYPKT00273 - PY 2.21.26-3.6.26 PD: 3.12.26
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	73	90,394.49
Total	73	90,394.49



City of Bel Aire, KS

Section VII, Item A.

Payroll Check Register Report Summary

Pay Period: 3/7/2026-3/20/2026

Packet: PYPKT00282 - PY 03.07.26-03.20.26: PD 3.26.26
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	79	95,547.99
Total	79	95,547.99

Approved 04/03/2026
AP ORD 26-06 total Expenses: \$836,475.13
Special Assessment Project Costs: \$6,137.52

Barry Smith



DATE: Tuesday, April 7, 2026
TO: Mayor and City Council
FROM: Chief Darrell Atteberry
SUBJECT: Police Vehicle Purchase

BACKGROUND:

AGENDA ITEM DESCRIPTION: The City of Bel Aire Police Department seeks approval for the purchase of one brand new 2026 Dodge Durango police vehicle.

The police department is budgeted through the Equipment Replacement Fund to purchase patrol vehicles.

BACKGROUND HISTORY: The City of Bel Aire Police Department maintains a fleet of seven patrol vehicles. All are fully marked patrol vehicles equipped with audio/visual recording devices, radios, emergency lighting, prisoner transport systems, weapons and additional small items for traffic control and working cases in the field.

As the Ford vehicles near the end of their police patrol life cycle, which is around 80,000 miles, they require more maintenance. It is a challenge to keep the vehicles in operation even with regular maintenance when the vehicles go beyond 80,000 miles. The police department has Ford vehicles that need to be removed from the fleet as their mileage is beyond 80,000 miles. On 02-04-2026, a Ford Explorer, the next one to rotate out of the fleet, had to be towed to Rusty Eck due to transmission issues. The police department was notified on 02-05-2026 that it would cost at least \$7,339 to repair the vehicle. The vehicle has 100,000 miles on the odometer.

As the vehicles gain mileage, the cost to maintain the vehicles increases. To balance out the mileage of the vehicles, the police department works to move the vehicles around on the shifts. This helps balance out the mileage according to the age of the vehicles.

There is no concern about abuse of the equipment. Police patrol vehicles are often used around the clock, on city streets, country roads, and often off-road to accomplish the policing purpose. These are not family transport vehicles.

We have located a vehicle at Parks Chevrolet Augusta, Inc., and will be able to acquire the 2026 Dodge Durango police vehicle quickly. The statewide State of Kansas purchasing contract was won by Davis Moore. The sales price through Davis Moore is \$43,338. Parks Chevrolet Augusta, Inc. is

competitively bidding at \$42,515 and provides \$823 in savings, compared to Davis Moore. We also use Parks Chevrolet Augusta, Inc. for much of the services and maintenance on our vehicles.

Parks Chevrolet Augusta, Inc.	2026	\$42,515	In Stock
Davis Moore	2026	\$43,338	In Stock
Reed Jeep Chrysler Dodge Ram	2026	\$43,005	In Stock (Add delivery fee)

FINANCIAL IMPACT:

The purchase of a 2026 Dodge Durango brand new vehicle will be financed through the Equipment Replacement Fund.

STAFF RECOMMENDATION: Staff recommend approval of the purchase of a 2026 Dodge Durango brand new vehicle from Parks Chevrolet Augusta, Inc.



PURCHASE ORDER FORM

Contractor's Acceptance of City's Standard Terms and Conditions:

Approval of this Purchase Order is expressly subject to the Contractor's acceptance of the City's Standard Terms and Conditions, which are incorporated herein by reference as Exhibits B and C. The Contractor's quote, invoice, or proposal dated 03-09-26, attached hereto as Exhibit A, is incorporated herein solely for the purpose of describing the goods and/or services, pricing, and contact information.

Notwithstanding any conflicting or additional terms or conditions contained in any Contractor quote, invoice, or proposal (Exhibit A), the City's Standard Terms and Conditions (Exhibits B and C) shall take precedence and govern.

This Purchase Order shall not be valid until it has been executed by all required parties below, including the City Attorney. The Contractor's signature confirms acceptance of the City's Standard Terms and Conditions.

Contractor
Parks Chevrolet Augusta, Inc.
Authorized Contractor Signature Below:

Authorized City Signature Below:

John C. Culven, Dealer 3/25/26
Name & Title Date

Name & Title Date

Jim Benage, Mayor

Approved as to Form Only:

Attest:

Maria A. Schrock, City Attorney
contracts@belaireks.gov Date

Melissa Krehbiel, City Clerk Date

City of Bel Aire
7651 East Central Park Avenue, Bel Aire, Kansas 67226
316-744-2451 Belaireks.gov

**EXHIBIT A
CONTRACTOR'S QUOTE**

Date:
03/09/26

Customer:
City of Bel Aire

Dealer:
John Culver
Parks Chevrolet Augusta, Inc.

Principal Office:
11865 SW Highway 54
Augusta, KS 67010

Phone Number:
316-775-5445

Vehicle:
2026 Dodge Durango police vehicle
Brand New Vehicle

Condition:
New – never titled or registered
The vehicle is being sold as new, with all manufacturer warranties intact.

Selling Price:
\$42,515

EXHIBIT B
CITY OF BEL AIRE, KANSAS
MANDATORY TERMS AND CONDITIONS

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

1. The City acknowledges that all warranties for the vehicle supplied under this Agreement is with Chrysler, the manufacturer. The Contractor makes no warranties on behalf of the manufacturer and is not responsible for any warranty claims. At the City's request, the Contractor shall assist in facilitating warranty service on behalf of the City.
2. 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.
3. After the items listed on the Purchase Order/Quotation have been delivered and accepted as conforming goods or services by an authorized City official, the City will approve payment to the Contractor of the amount due made according to the City's standard accounting practices.
4. 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 shall control.
5. The goods, equipment and services specified in this Contract are for the City's exclusive use. Therefore, it is understood the Federal Excise Tax or State of Kansas Sales Tax shall not be imposed, and Contractor will refund the same if included in the price paid. The City's exemption certificate will be furnished where required or upon request.
6. 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.
7. This order must not be filled at a higher price than quoted without specific authorization granted by the City's Governing Body.
8. When the items shown on this order have been delivered, the Contractor is to mail an invoice for the same to the department address shown on these contract documents, with a copy separately to the City Treasurer. Partial payments will be made only when agreed upon prior to issuance of the Purchase Order/Quotation and approved by the City's Governing Body.
9. The City and Contractor agree that this Contract shall be interpreted under the laws of the State of Kansas without regard to its choice of law provisions, and that venue of any dispute requiring litigation shall be in any court of appropriate jurisdiction in Sedgwick County, Kansas.
10. 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.

11. The City shall not hold harmless or indemnify the Contractor beyond the liability that may be incurred under the Kansas Tort Claims Act (KSA 75-6101 et seq.).
12. The City shall not be required to purchase insurance against any liability loss or damage to which this Contract relates. The Contractor shall bear the risk of loss to any person or property over which it has authority or control, however exercised.
13. 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.
14. The obligation to supply goods or services under this Contract is personal to this Contractor, and cannot be assigned, subcontracted or transferred to another without the written consent of the City.
15. This Contract is intended solely for the benefit of the City and the Contractor. The parties do not intend that it benefit, either directly or indirectly, any third party. No third party may sue for damages based on the terms or performance of this Contract.
16. Contractor shall be in default of this Contract in the event that Contractor:
 - (i) applies for or consents to the appointment of a receiver, trustee or liquidator of itself or any of its property,
 - (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its 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 Contractor for the purpose of accomplishing any of the above actions.
17. 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.
18. In the event no quality is specified on the face of the Purchase Order/Quotation, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If Contractor cannot maintain delivery of goods or equipment and/or rendering of services according to the agreed schedule, Contractor must notify City immediately. Upon Contractor's failure to maintain delivery or otherwise perform hereunder, City reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from

causes beyond its control and without fault or negligence. 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.

19. The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq., as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
 - a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.
 - b. In all solicitations or advertisement for employees, the Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.
 - d. Contractor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or Contractor.
 - e. Exempted from these requirements are:
 - (1) Any Contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).
 - (2) Any Contractor who employs fewer than four (4) employees during the term of this Contract.
 - (3) Contractor who hold contracts with the City of Bel Aire with a cumulative total of five thousand dollars (\$5,000.00) or less during the City's Fiscal Year.
 - f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the Contractor shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973; the Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated thereunder. Any finding adverse to the Contractor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.

EXHIBIT C
CITY OF BEL AIRE, KANSAS
MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. The parties agree Contractor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City and Contractor shall indemnify City for its failure to comply with Contractor's responsibilities under this paragraph.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to:
 - (a) unemployment insurance benefits;
 - (b) workers' compensation coverage; or
 - (c) health insurance coverage.

Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.

3. The parties hereby acknowledge and agree that City will not:
 - (a) require Contractor to work exclusively for City;
 - (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes;
 - (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate;
 - (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions;
 - (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated);
 - (f) dictate the time of Contractor's performance; and
 - (g) pay Contractor personally;instead, City will make all checks payable to the trade or business name under which Contractor does business.
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.

5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. Contractor represents that it is engaged in providing similar services to the public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

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STAFF REPORT

STAFF COMMUNICATION

FOR MEETING OF	4/7/26
CITY COUNCIL	
INFORMATION ONLY	

DATE: 03/27/2026

TO: Bel Aire City Council
FROM: Paula Downs
RE: Spring Pines Final Plat

SUMMARY:

SD-24-03- Proposed Final Plat from R-4, to R-5 and R-6 single and multi-family uses and to include C-1 commercial as zoned (Spring Pines previously Homestead at Spring).

The city reviewed the final plat application and the two-page final plat which are in the meeting packet.

Case History:

1. Planning Commission, November 14, 2024

PUD-24-02- The applicant submitted an application to rezone the property at the same time the preliminary plat application was submitted. PUD-24-02, related to zoning, was approved 4-0.

SD-24-03- The preliminary plat was submitted with a preliminary sidewalk plan and a preliminary drainage plan concept. The preliminary plat and additional plans were approved as presented 4-0.

The proposed subdivision will create: a total of 135 single-family/two-family, a multiple-family lot, and a commercial lot.

2. Planning Commission, December 12, 2024

SD-24-03- final plat was reviewed, and it conformed with the approved preliminary plat and subdivision regulations.

The final plat was distributed to city staff, utilities and fire department for review and comments. All comments were revised by the applicant and reflected on the final plat documents.

The final plat was presented and was approved 5-0.

3. City Council Meeting, January 7, 2025

City Council reviewed PUD-24-02 and approved the Ordinance for zoning change.

Current Discussion

After the Planning Commission's approval of the final plat on December 12, 2024, the property owner did not move forward with submitting the final plat, petitions and development agreement for approval by the City Council.

In August/September of 2025, the owner provided petition information and city staff provided a draft development agreement for approval and signature by the owner. The case did not move forward for City Council approval at that time.

In January/February of 2026, the owner's representative reached out the City and advised they would be submitting the final plat application for City Council approval.

The final plat document has been reviewed, and it conforms with the approved final plat approved by the Planning Commission on December 12, 2024.

Petitions and the development agreement were reviewed and have been finalized with developer signatures.

Staff Recommendation: Staff recommends approval of the final plat.

SPRING PINES SUBDIVISION

Bel Aire, Sedgwick County, Kansas
Part of the W1/2 of Sec. 13, T26S, R1E

LAND SURVEYOR'S CERTIFICATE AND DESCRIPTION

State of Kansas)
SS
Sedgwick County)

I, the undersigned, licensed land surveyor of the State of Kansas, do hereby certify that the following described tract of land was surveyed on _____, 2026 and the accompanying final plat prepared and that all the monuments shown herein actually exist and their positions are correctly shown to the best of my knowledge and belief.

The N1/2 of the W1/2 of the SW1/4 of Section 13, T26S, R1E of the 6th P.M., Sedgwick County, Kansas, TOGETHER WITH the S1/2 of the W1/2 of said SW1/4, EXCEPT the north 565.00 feet of the south 955.00 feet of the west 403.00 feet thereof, AND EXCEPT that part platted as Englert, Bel Aire, Sedgwick County, Kansas, AND EXCEPT that part dedicated to the City of Bel Aire for road right-of-way purposes on Doc#/Flm-Pg: 30277676.
TOGETHER WITH
Lot 2, Block A, and Reserve A, Englert, Bel Aire, Sedgwick County, Kansas.

All public easements and dedications are hereby vacated by virtue of K.S.A. 12-512b, as amended.

Garver, LLC

Land Surveyor

William K. Clevenger, PS #1437

OWNER'S CERTIFICATE AND DEDICATION

State of Kansas)
SS
Sedgwick County)

Know all men by these presents that we, the undersigned, have caused the land described in the surveyor's certificate to be platted into Lots, Blocks, Reserves and Streets, to be known as "Spring Pines Subdivision", Bel Aire, Sedgwick County, Kansas. The utility easements are hereby granted to the public as indicated for the construction and maintenance of all public utilities. The drainage easements are hereby granted to the public as indicated for drainage purposes. The drainage & utility easements are hereby granted to the public as indicated for drainage purposes and for the construction and maintenance of all public utilities. The sewer easements are hereby granted to the public as indicated for the construction and maintenance of all sewer facilities. No sign, light poles, private drainage systems, berms, walls masonry trash enclosures or other structures shall be located within public utility easements unless permitted by the City of Bel Aire Department of Engineering and that they do not inhibit the conveyance of surface drainage. Access Controls as indicated are hereby granted to the appropriate governing body. Reserve "A" is hereby reserved for irrigation, walls, signage, walks, lighting, landscaping, berms, park improvements, lakes, a club house, swimming pool, playground & park improvements, drainage, drainage structures, and utilities confined to easements. Reserves "B", "C" and "D" are hereby reserved for entry features, landscaping, irrigation, signage, lighting, street improvements, drainage, drainage improvements and utilities confined to easements. Reserve "E" is hereby reserved for a private drive, landscaping, irrigation, fences, a vehicle gate, drainage, drainage structures, and utilities confined to easements. The Reserves are to be owned and maintained by the Home Owners Association for the addition, their successors and/or assigns. Minimum Pad Elevations for lowest openings are as shown on the accompanying table. All drainage easements, rights of way and reserves shall remain at established grades (unless modified with the approval of the City Engineer and shall be unobstructed to allow for the conveyance of stormwater. The maintenance of all drainageways and drainage facilities in backyard easements and reserves shall be the responsibility of the property owner.

Envision Management, LLC, a
Kansas limited liability company

Representative

Quan P. Ma

NOTARY CERTIFICATE

State of Kansas)
SS
Sedgwick County)

The foregoing instrument acknowledged before me, this _____ day of _____, 2026, by Quan P. Ma, Representative, on behalf of Envision Management, LLC, a Kansas limited liability company.

Notary Public

My appointment expires _____.

PLANNING COMMISSION CERTIFICATE

State of Kansas)
SS
County of Sedgwick)

This plat of "Spring Pines Subdivision", Bel Aire, Sedgwick County, Kansas, has been submitted to and approved by the Bel Aire Planning Commission, Bel Aire, Kansas, and is hereby transmitted to the City Council of the City of Bel Aire, Kansas, with the recommendation that such plat be approved as proposed.

Dated this _____ day of _____, 2026.

Chairperson

Phillip Jordan

Attest:

Secretary

Paula Downs

CITY ATTORNEY

STATE OF KANSAS)
CITY OF BEL AIRE)

The title evidence of the land included in this plat has been reviewed by me and this plat is approved pursuant to the provisions of K.S.A. 12-401.

Date Signed: _____, 2026.

By: _____
Maria Schrock, City Attorney

GOVERNING BODY CERTIFICATE

State of Kansas)
SS
County of Sedgwick)

The dedications shown on this plat, if any, are hereby accepted by the Governing Body of the City of Bel Aire, Kansas on _____, 2026.

Mayor

Jim Benage

Attest:

City Clerk

Melissa Krehbiel

COUNTY SURVEYOR CERTIFICATE

Reviewed in accordance with K.S.A. 58-2005 on this _____ day of _____, 2026.

Deputy County Surveyor
Sedgwick County Kansas
Tricia L. Robello, PS #1246

TRANSFER RECORD

Entered on transfer record this _____ day of _____, 2026.

County Clerk

Kelly B. Arnold

REGISTER OF DEEDS CERTIFICATE

State of Kansas)
SS
Sedgwick County)

This is to certify that this plat has been filed for record in the office of the Register of

Deeds, this _____ day of _____, 2026, at _____ o'clock _____ M., and is duly recorded.

Register of Deeds

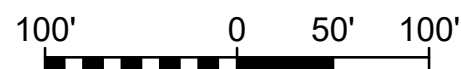
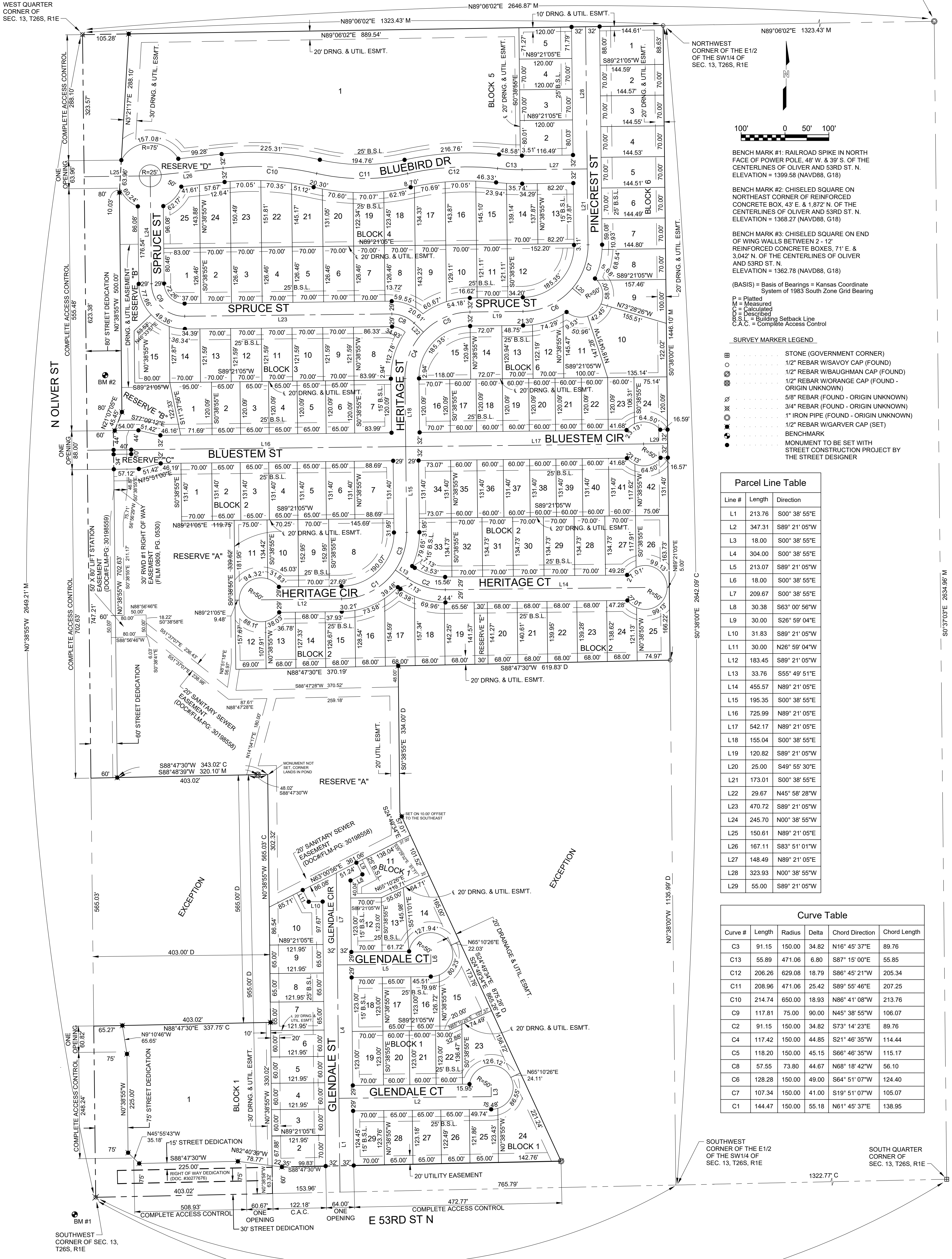
Tonya Buckingham

Deputy

Kenly Zehring

SPRING PINES SUBDIVISION

Bel Aire, Sedgwick County, Kansas
Part of the W1/2 of Sec. 13, T26S, R1E



BENCH MARK #1: RAILROAD SPIKE IN NORTH FACE OF POWER POLE, 48' W. & 39' S. OF THE CENTERLINES OF OLIVER AND 53RD ST. N. ELEVATION = 1399.58 (NAVD88, G18)

BENCH MARK #2: CHISELED SQUARE ON NORTHEAST CORNER OF REINFORCED CONCRETE BOX, 43' E. & 1.872' N. OF THE CENTERLINES OF OLIVER AND 53RD ST. N. ELEVATION = 1368.27 (NAVD88, G18)

BENCH MARK #3: CHISELED SQUARE ON END OF WING WALLS BETWEEN 2 - 12' REINFORCED CONCRETE BOXES, 71' E. & 3.042' N. OF THE CENTERLINES OF OLIVER AND 53RD ST. N. ELEVATION = 1362.78 (NAVD88, G18)

(BASIS) = Basis of Bearings = Kansas Coordinate System of 1983 South Zone Grid Bearing

P = Platted
M = Measured
C = Calculated
D = Described
B.S.L. = Building Setback Line
C.A.C. = Complete Access Control

SURVEY MARKER LEGEND

- ⊕ STONE (GOVERNMENT CORNER)
- 1/2" REBAR W/SAVOY CAP (FOUND)
- 1/2" REBAR W/BAUGHMAN CAP (FOUND)
- 1/2" REBAR W/ORANGE CAP (FOUND - ORIGIN UNKNOWN)
- 5/8" REBAR (FOUND - ORIGIN UNKNOWN)
- 3/4" REBAR (FOUND - ORIGIN UNKNOWN)
- 1" IRON PIPE (FOUND - ORIGIN UNKNOWN)
- 1/2" REBAR W/GARVER CAP (SET)
- BENCHMARK
- MONUMENT TO BE SET WITH STREET CONSTRUCTION PROJECT BY THE STREET DESIGNER

Parcel Line Table

Line #	Length	Direction
L1	213.76	S00°38'55"E
L2	347.31	S89°21'05"W
L3	18.00	S00°38'55"E
L4	304.00	S00°38'55"E
L5	213.07	S89°21'05"W
L6	18.00	S00°38'55"E
L7	209.67	S00°38'55"E
L8	30.38	S63°00'56"W
L9	30.00	S26°59'04"E
L10	31.83	S89°21'05"W
L11	30.00	N26°59'04"W
L12	183.45	S89°21'05"W
L13	33.76	S55°49'51"E
L14	455.57	N89°21'05"E
L15	195.35	S00°38'55"E
L16	725.99	N89°21'05"E
L17	542.17	N89°21'05"E
L18	155.04	S00°38'55"E
L19	120.82	S89°21'05"W
L20	25.00	S49°55'30"E
L21	173.01	S00°38'55"E
L22	29.67	N45°58'28"W
L23	470.72	S89°21'05"W
L24	245.70	N00°38'55"W
L25	150.61	N89°21'05"E
L26	167.11	S83°51'01"W
L27	148.49	N89°21'05"E
L28	323.93	N00°38'55"W
L29	55.00	S89°21'05"W

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C3	91.15	150.00	34.82	N16°45'37"E	89.76
C13	55.89	471.06	6.80	S87°15'00"E	55.85
C12	206.26	629.08	18.79	S86°45'21"W	205.34
C11	208.96	471.06	25.42	S89°55'46"E	207.25
C10	214.74	650.00	18.93	N86°41'08"W	213.76
C9	117.81	75.00	90.00	N45°38'55"W	106.07
C2	91.15	150.00	34.82	S73°14'23"E	89.76
C4	117.42	150.00	44.85	S21°46'35"W	114.44
C5	118.20	150.00	45.15	S66°46'35"W	115.17
C8	57.55	73.80	44.67	N68°18'42"W	56.10
C6	128.28	150.00	49.00	S64°51'07"W	124.40
C7	107.34	150.00	41.00	S19°51'07"W	105.07
C1	144.47	150.00	55.18	N61°45'37"E	138.95

MINIMUM BUILDING PAD ELEVATION FOR LOWEST OPENING INTO STRUCTURES		
BLOCK	LOT NO.	ELEVATION (NAVD88)
2	1, 2, 11	1375.0
2	12, 17	1385.0

Accessory buildings are allowed on all lots, subject to the following:

- All construction, including additions, alterations, modifications, and/or use of any detached shed, shall be subject to all applicable governmental laws, codes, regulations, licensure, permitting and inspection associated with construction and property maintenance within the City of Bel Aire, Kansas.
- Sheds may be permitted upon a rear set back line but may not encroach upon any easement, or be located closer than 10' to a rear property line.
- The side yard shall be maintained at 6 feet, and no sheds may be located within a side yard setback.
- All residential properties shall have no more than 50% land coverage, as well as conform to the type and height structure restrictions.

PARCEL INFORMATION
Gross Acreage - 60.45 Acres
Total Number of Lots - 140
Total Number of Dwelling Units - 442
Unit Density - 7.31 Dwelling Units per acre
Minimum Lot Width - 60'
Minimum Lot Area - 7,200 SF

EASEMENTS
Unless otherwise noted on the final plat:
Front Easements - 15' Drainage & Utility Easements
Rear Easements - 20' Drainage & Utility Easements

BUILDING SETBACK LINES
Unless otherwise noted, all building setbacks are as follows:
Front Setbacks are 25 feet
Street Side Setbacks are 15 feet
Interior Side Setbacks are 6 feet
Rear Setbacks are 20 feet

CITY OF BEL AIRE, KANSAS

File No. S/D _____

APPLICATION FOR FINAL PLAT APPROVAL

This is an application for processing a final plat in accordance with the City Subdivision Regulations. The application must be completed and filed with the Subdivision Administrator at least 15 days prior to a regular meeting date of the Planning Commission.

(AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED)

Name of Subdivision SPRING PINES

General Location NORTHEAST OF OLIVER AND 53RD ST N

Inside City To Be Annexed _____

Name of Landowner ENVISION MANAGEMENT LLC, THOMISON, AH PROPERTY MANAGEMENT LLC

Address _____ Phone _____

Name of Subdivider/Agent ALAN HSU alanchsu@gmail.com

Address _____ Phone 316-992-8866

Name of (Engineer) (Land Planner) GARVER, LLC (KEN LEE) KWLee@GarverUSA.com

Address 1995 MIDFIELD RD, WICHITA, KS 67209 Phone (316) 221-3029

Name of Registered Land Surveyor GARVER, LLC (WILL CLEVENGER) WKClevenge@GarverUSA.com

Address 1995 MIDFIELD RD, WICHITA, KS 67209 Phone (316) 221-3027

Subdivision Information

- 1. (Select one) Final Plat of entire preliminary plat area
 - Final Plat of unit number _____ of _____ unit developments
 - Final Plat for small tract _____
 - Final Replat of original platted area _____

2. Gross acreage of plat 61.91 Acres

3. Total number of lots 135

4. Proposed land use:

a. Residential-Single-Family Duplex Multiple-Family

Manufactured/Mobile Home _____

b. Commercial

c. Industrial _____

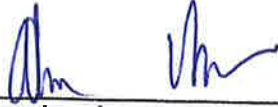
d. Other _____

- 5. Predominant minimum lot width 60 Feet
- 6. Predominant minimum lot area 7,205 Square Feet
- 7. Existing zoning C-1 AND R-4 District
- 8. Proposed zoning PUD District
- 9. Source of water supply PUBLIC (BEL-AIRE)
- 10. Method of sewage disposal PUBLIC (BEL-AIRE)
- 11. Total lineal feet of new street 7,102 Feet

	Street Name	R/W Width	Lineal Feet
a.	<u>SEE ATTACHED</u>	_____ Ft.	_____ Ft.
b.	_____	_____ Ft.	_____ Ft.
c.	_____	_____ Ft.	_____ Ft.
d.	_____	_____ Ft.	_____ Ft.
e.	_____	_____ Ft.	_____ Ft.

- 12. Proposed type of street surfacing CONCRETE
- 13. Curb and gutter proposed: Yes X No _____
- 14. Sidewalks proposed: Yes X No _____ If yes, where? ON ONE SIDE OF ALL THROUGH STREETS
- 15. Is any portion of the proposed subdivision located in an identified flood plain area? Yes _____ No X

The landowner herein agrees to comply with the City Subdivision Regulations and all other related ordinances, policies and standards of the City and statutes of the State of Kansas. It is further agreed that all costs of recording the plat and supplemental documents thereto with the Register of Deeds shall be paid by the owner. The undersigned further states that he/she is the owner of the land proposed for platting and, when requested, will permit officials of the City to inspect the land as may be necessary for proper plat review.

 _____
 Landowner Date Agent (If any) Date

OFFICE USE ONLY

Prints of the Final Plat received _____ (Number)
 Final drainage plan, if required, received _____
 Copy of a title report for the land received _____

Copy of proposed restrictive covenants, if any, received _____

Methods for financing and guaranteeing improvements _____

For plats for small tract:

a. Vicinity map received _____

b. Topographic drawing, if required, received _____

Original drawing or photographic equivalent of Final Plat received _____

This application was received by the Subdivision Administrator on _____,
_____. It has been checked and found to be accompanied by the required
information and the fee, if any, of \$_____ paid to the City Clerk.

Subdivision Administrator

Spring Pines
New Subdivision Streets

<u>Street Name</u>	<u>R/W Width</u>	<u>Length</u>
Spruce St	64'	1,286'
Bluebird Dr	64'	1,152'
Bluestem St	64'	726'
Pinecrest St	64'	604'
Heritage Ct	64'	580'
Heritage St	64'	560'
Bluestem Cir	64'	542'
Glendale St	64'	518'
Glendale Ct	64'	365'
Heritage Cir	64'	328'
Glendale Ct	64'	231'
Glendale Cir	64'	210'

Total = 7,102'

SPRING PINES - FINAL PUD BEL AIRE, SEDGWICK COUNTY, KANSAS

OWNER, APPLICANT AND AGENT

Owner:
Envision Management LLC, a Kansas limited liability company

Applicant:
AH Property Management LLC, a Kansas limited liability company
Sole Member: Alan Hsu
Ph. (316) 992-8866
alanchsu@gmail.com

Agent:
Garver, LLC
Engineer: Ken Lee
Ph. (316) 221-3029
KWLee@GarverUSA.com

Land Surveyor: Will Clevenger
Ph. (316) 221-3027
WKClevenger@GarverUSA.com

PARCEL INFORMATION

Gross Acreage - 60.45 Acres
Total Number of Lots - 140
Total Number of Dwelling Units - 442
Unit Density - 7.31 Dwelling Units per acre
Minimum Lot Width - 60'
Minimum Lot Area - 7,200 SF
Sedgwick County Control Numbers - 520984, 557498, 30005870, 30005871

PROPOSED IMPROVEMENTS

New roads will be paved with curb and gutter

EASEMENTS

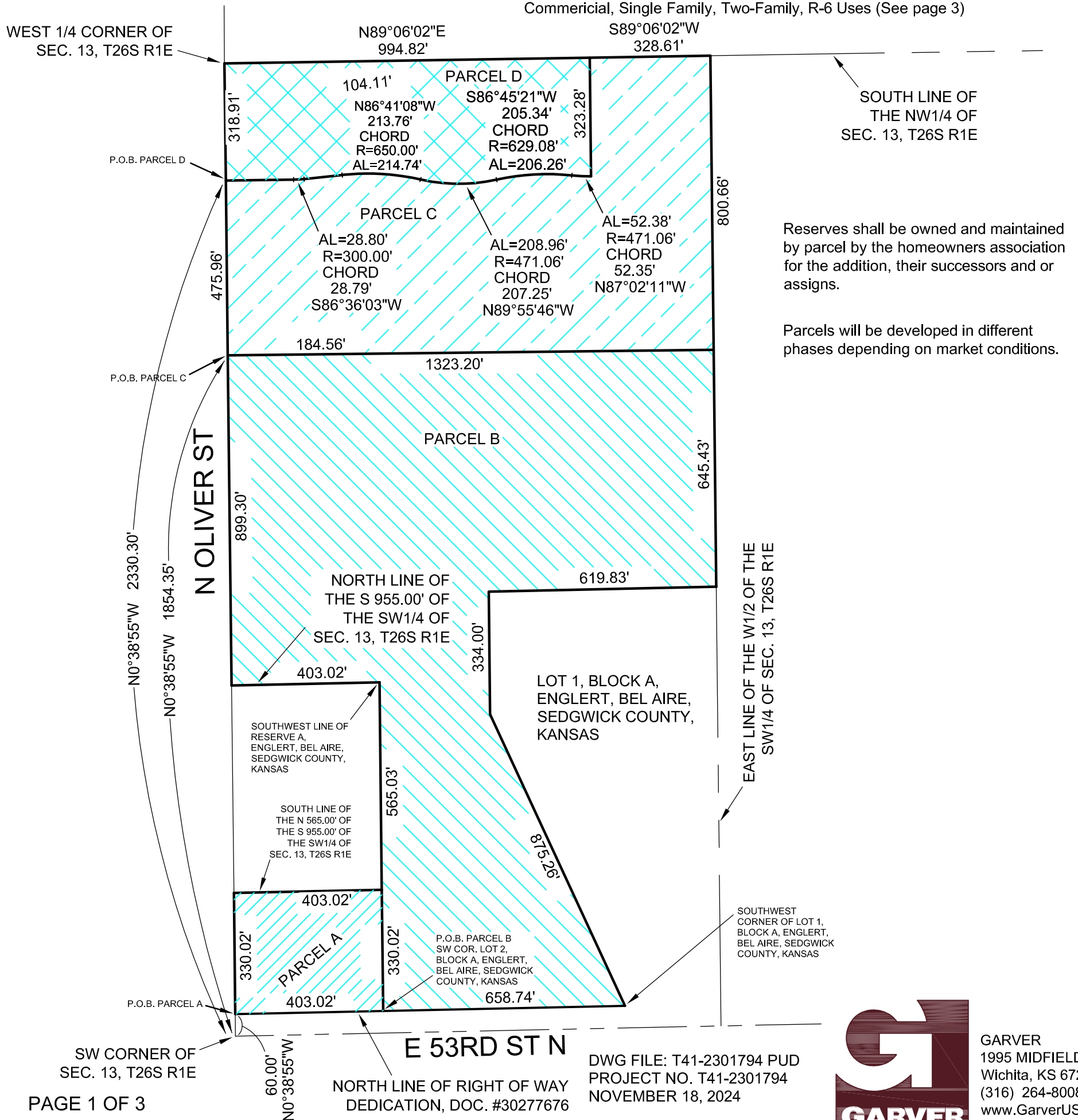
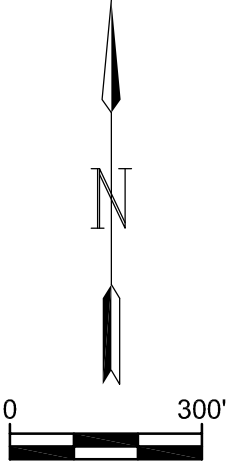
Unless otherwise noted on the final plat:
Front Easements - 15' Utility Easements
Rear Easements - 20' Drainage & Utility Easements

BUILDING SETBACK LINES

Unless otherwise noted, all building setbacks are as follows:
Front Setbacks are 25 feet
Street Side Setbacks are 15 feet
Interior Side Setbacks are 6 feet
Rear Setbacks are 20 feet

ALLOWED USES

Commercial, Single Family, Two-Family, R-6 Uses (See page 3)

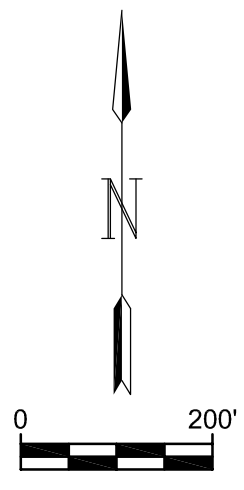
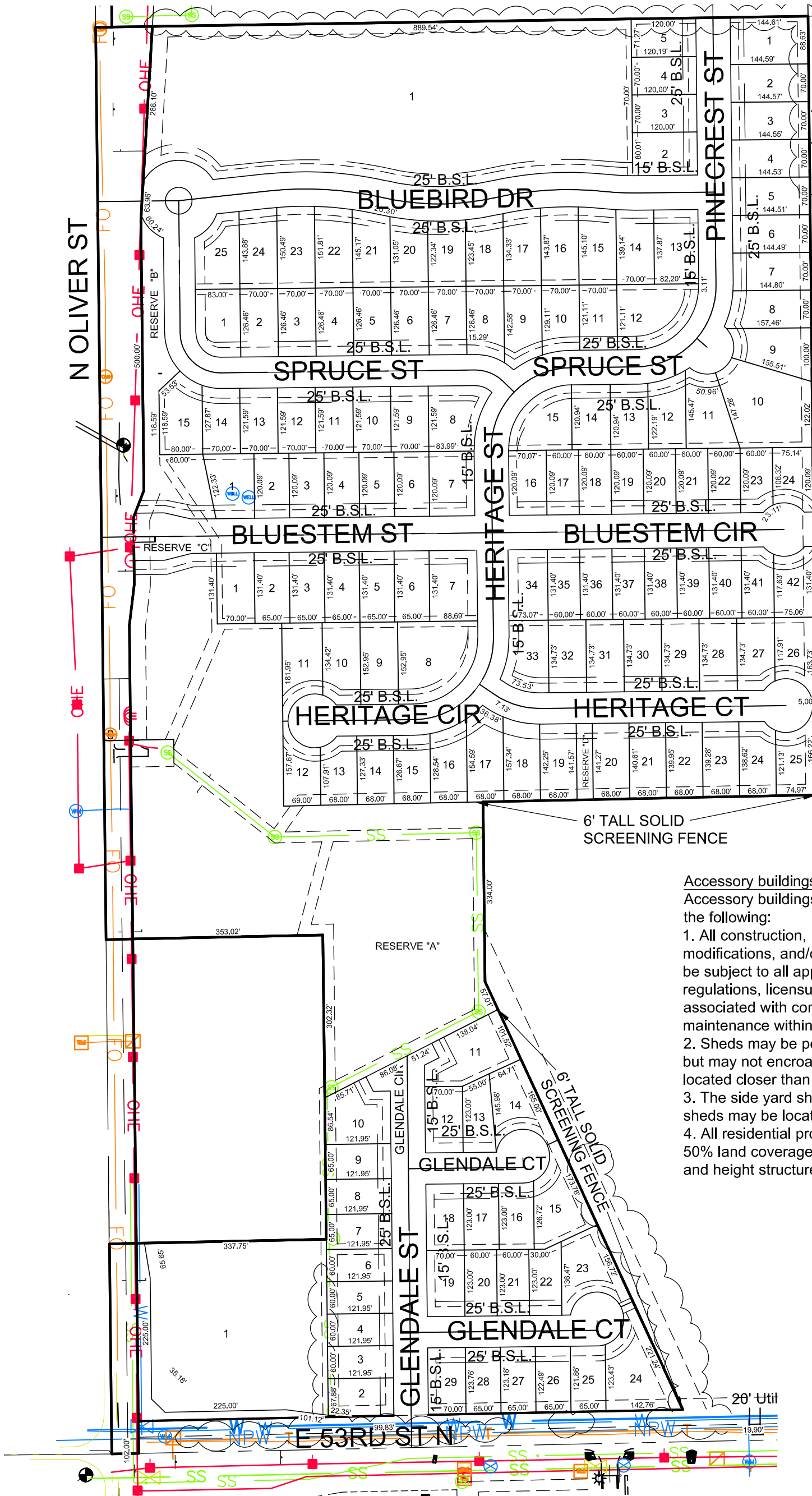


DWG FILE: T41-2301794 PUD
PROJECT NO. T41-2301794
NOVEMBER 18, 2024



GARVER
1995 MIDFIELD RD.
Wichita, KS 67209
(316) 264-8008
www.GarverUSA.com

SPRING PINES - FINAL PUD BEL AIRE, SEDGWICK COUNTY, KANSAS



Accessory buildings

- Accessory buildings are allowed on all lots, subject to the following:
1. All construction, including additions, alterations, modifications, and/or use of any detached shed, shall be subject to all applicable governmental laws, codes, regulations, licensure, permitting and inspection associated with construction and property maintenance within the City of Bel Aire, Kansas.
 2. Sheds may be permitted upon a rear set back line but may not encroach upon any easement, or be located closer than 10' to a rear property line.
 3. The side yard shall be maintained at 6 feet, and no sheds may be located within a side yard setback.
 4. All residential properties shall have no more than 50% land coverage, as well as conform to the type and height structure restrictions.

DWG FILE: T41-2301794 PUD
PROJECT NO. T41-2301794
NOVEMBER 18, 2024



GARVER
1995 MIDFIELD RD.
Wichita, KS 67209
(316) 264-8008
www.GarverUSA.com

SPRING PINES - FINAL PUD BEL AIRE, SEDGWICK COUNTY, KANSAS

PARCEL DESCRIPTIONS

Parcel A - Commercial

Allowed uses : All uses permitted in the C-1 zoning district.

Landscaping requirements per the C-1 zoning district.

Description:

That part of the SW1/4 of Section 13, T26S, R1E of the 6th P.M., Sedgwick County, Kansas, written by William K. Clevenger, PS-1437 on June 26, 2024, described as commencing at the southwest corner of said SW1/4; thence N00°38'55"W along the west line of said SW1/4, 60.00 feet to the place of beginning; thence N88°47'30"E, parallel with the south line of said SW1/4, 403.02 feet to the southwest corner of Lot 2, Block A, Englert, Bel Aire, Sedgwick County, Kansas; thence N00°38'55"W along the west line of said Lot 2, 330.02 feet to the south line of the north 565.00 feet of the south 955.00 feet of said SW1/4; thence S88°47'30"W along the south line of the north 565.00 feet of the south 955.00 feet of said SW1/4, 403.02 feet to said west line; thence S00°38'55"E along said west line, 330.02 feet to the place of beginning.

Parcel B - Single Family

Allowed uses : All single family uses permitted in the R-4 zoning district (NO Manufactured Homes allowed).

Landscaping requirements per the R-4 zoning district.

Number of Dwelling Units - 66

Description:

That part of the SW1/4 of Section 13, T26S, R1E of the 6th P.M., Sedgwick County, Kansas, written by William K. Clevenger, PS-1437 on June 26, 2024, described as commencing at the southwest corner of said SW1/4; thence N00°38'55"W along the west line of said SW1/4, 60.00 feet; thence N88°47'30"E, parallel with the south line of said SW1/4, 403.02 feet to the southwest corner of Lot 2, Block A, Englert, Bel Aire, Sedgwick County, Kansas, for a place of beginning; thence N00°38'55"W along the west line of said Lot 2 and extended, 895.05 feet to a point of intersection on the west line of Reserve A in said Englert, also being the north line of the south 955.00 feet of said SW1/4; thence S88°47'30"W along said north line, 403.02 feet to the west line of said SW1/4; thence N00°38'55"W along said west line, 899.30 feet; thence N89°21'05"E, 1323.20 feet to the east line of the W1/2 of said SW1/4; thence S00°38'00"E along said east line, 645.43 feet to the northeast corner of Lot 1, Block A in said Englert; thence S88°47'30"W along the north line of said Lot 1, 619.83 feet to the northwest corner of said Lot 1; thence S00°38'55"E along the west line of said Lot 1, 334.00 feet to a point of intersection on the west line of said Lot 1; thence S24°49'34"E along the west line of said Lot 1, 875.26 feet to the southwest corner of said Lot 1; thence S88°47'30"W, parallel with the south line of said SW1/4, 658.74 feet to the place of beginning.

Parcel C - Two-Family

Allowed uses : All uses permitted in the R-5 zoning district.

Landscaping requirements per the R-5 zoning district.

Number of Dwelling Units - 104

Description:

That part of the W1/2 of Section 13, T26S, R1E of the 6th P.M., Sedgwick County, Kansas, written by William K. Clevenger, PS-1437 on June 26, 2024, described as commencing at the southwest corner of the SW1/4 of said Section 13; thence N00°38'55"W along the west line of said SW1/4, 1854.35 feet to the place of beginning; thence N89°21'05"E, 1323.20 feet to the east line of the W1/2 of said SW1/4; thence N00°38'00"W along said east line, 800.66 feet to the south line of the NW1/4 of said Section 13; thence S89°06'02"W along said south line, 328.61 feet; thence S00°38'55"E, 323.28 feet to a non-tangent curve to the right, said curve having a radius of 471.06 feet; an arc length of 52.38 feet, chord bearing N87°02'11"W, 52.35 feet; thence westerly along said curve, 52.38 feet to a point of reverse curve of a curve to the left, said curve having a radius of 629.08 feet, an arc length of 206.26 feet, chord bearing S86°45'21"W, 205.34 feet; thence westerly along said curve, 206.26 feet to a point of reverse curve of a curve to the right, said curve having a radius of 471.06 feet, an arc length of 208.96 feet, chord bearing N89°55'46"W, 207.25 feet; thence westerly along said curve, 208.96 feet to a point of reverse curve of a curve to the left, said curve having a radius of 650.00 feet, an arc length of 214.74 feet, chord bearing N86°41'08"W, 213.76 feet; thence westerly along said curve, 214.74 feet to a point of tangency; thence S83°51'01"W, 104.11 feet to a point of curvature of a curve to the right, said curve having a radius of 300.00 feet, an arc length of 28.80 feet, chord bearing S86°36'03"W, 28.79 feet; thence westerly along said curve, 28.80 feet to a point of tangency; thence S89°21'05"W, 184.56 feet to a point on the west line of said SW1/4; thence S00°38'55"E along said west line, 475.96 feet to the place of beginning.

Parcel D - Multi-Family

Allowed uses : All uses permitted in the R-6 zoning district.

Landscaping requirements per the R-6 zoning district.

Number of Dwelling Units - 272

Description:

That part of the W1/2 of Section 13, T26S, R1E of the 6th P.M., Sedgwick County, Kansas, written by William K. Clevenger, PS-1437 on June 26, 2024, described as commencing at the southwest corner of the SW1/4 of said Section 13; thence N00°38'55"W along the west line of said SW1/4, 2330.30 feet to the place of beginning; thence continuing N00°38'55"W along said west line, 318.91 feet to the northwest corner of said SW1/4; thence N89°06'02"E along the north line of said SW1/4, 994.82 feet to a point 328.61 feet West of the northeast corner of the W1/2 of said SW1/4 as measured along the north line thereof; thence S00°38'55"E, 323.28 feet to a non-tangent curve to the right, said curve having a radius of 471.06 feet; an arc length of 52.38 feet, chord bearing N87°02'11"W, 52.35 feet; thence westerly along said curve, 52.38 feet to a point of reverse curve of a curve to the left, said curve having a radius of 629.08 feet, an arc length of 206.26 feet, chord bearing S86°45'21"W, 205.34 feet; thence westerly along said curve, 206.26 feet to a point of reverse curve of a curve to the right, said curve having a radius of 471.06 feet, an arc length of 208.96 feet, chord bearing N89°55'46"W, 207.25 feet; thence westerly along said curve, 208.96 feet to a point of reverse curve of a curve to the left, said curve having a radius of 650.00 feet, an arc length of 214.74 feet, chord bearing N86°41'08"W, 213.76 feet; thence westerly along said curve, 214.74 feet to a point of tangency; thence S83°51'01"W, 104.11 feet to a point of curvature of a curve to the right, said curve having a radius of 300.00 feet, an arc length of 28.80 feet, chord bearing S86°36'03"W, 28.79 feet; thence westerly along said curve, 28.80 feet to a point of tangency; thence S89°21'05"W, 184.56 feet to the place of beginning.

Passed by the Governing Body this _____ day of _____, 202__.

City of Bel Aire

Mayor

Jim Benage

Attest:

City of Bel Aire

City Clerk

Melissa Krehbiel

DWG FILE: T41-2301794 PUD
PROJECT NO. T41-2301794
NOVEMBER 18, 2024



GARVER
1995 MIDFIELD RD.
Wichita, KS 67209
(316) 264-8008
www.GarverUSA.com

City of Bel Aire

STAFF REPORT

STAFF COMMUNICATION

FOR MEETING OF	12/12/24
CITY COUNCIL	
INFORMATION ONLY	

DATE: 03/27/2026

TO: Bel Aire Planning Commission
FROM: Paula Downs
RE: Agenda

SUMMARY:

SD-24-03- Proposed Final Plat from R-4, to R-5 and R-6 single and multi-family uses and to include C-1 commercial as zoned (Spring Pines previously Homestead at Spring).

The city placed an ad in the Ark Valley Newspaper as required by the city code for the preliminary plat process.

The city reviewed the following documents the final plat application and the two-page final plat which are in the meeting agenda.

Discussion/Review

The applicant submitted an application to rezone the property PUD-24-02 when the preliminary plat application was submitted. PUD-24-02, related to zoning was approved by Planning Commission on November 14. This item will go to City Council for final approval.

The preliminary plat was approved by the Planning Commission at the November 14 meeting.

The property is currently unplatted. The proposed subdivision would create a total of 135 single-family, duplex, multiple-family and commercial lots.

Water and sewer will be provided by the City of Bel Aire.

The final plat has been reviewed and it conforms with the approved preliminary plat and subdivision regulations.

The final plat was distributed to city staff, utilities and fire department for review and comments. All comments to date have been revised by the applicant and are reflected on the final plat documents.

Staff Recommendation: Staff recommends approval of the final plat.



MINUTES
PLANNING COMMISSION
7651 E. Central Park Ave, Bel Aire, KS
December 12, 2024 6:30 PM



I. Call to Order: Chairman Phillip Jordan called the meeting to order at 6:30 p.m.

II. Roll Call

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

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

II. Pledge of Allegiance to the American Flag

Chairman Jordan led the pledge of allegiance.

IV. Consent Agenda

A. Approval of Minutes from Previous Meeting.

Chairman Jordan shared typographical errors in the spelling of his first name and that it was requested for the reference of “Chairperson” be replaced with “Chairman” throughout the minutes. Staff acknowledged the errors and minutes for signature were updated.

MOTION: Chairman Jordan moved to approve the minutes of November 14, 2024. Commissioner Roths seconded the motion. *Motion carried 5-0.*

V. Announcement: Welcome of new Planning Commissioner Brian Mackey. John Charleston has resigned, and Mayor Benage is in the process of identifying a new member to the Commission.

VI. Old Business/New Business

A. PUD-24-04- Proposed Final 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).

Chairman Jordan announced the item and reviewed ground rules for public hearings. Before proceeding with the public hearing, he asked the Commission if any member wished to disqualify themselves from participating in the case because they or a relative own property in the area of notification or have conflicts of interest. No one was disqualified.

Chairman Jordan noted that proper notice of this hearing was published at least 20 days before today’s hearing date on the City’s website and in *The Ark Valley News*. Notices were also mailed to

the applicant and all of the real property owners of record listed on the security title, in the area of notification. Chairman Jordan asked if anyone on the Commission had received any ex-parte verbal or written communications prior to this agenda item, which they would like to share. The Commissioners responded that they had not.

City staff gave a brief report on this case and referenced the Commission’s information packet for this meeting. City staff noted that this case was heard at the November 14th Planning Commission meeting and was tabled for further consideration and for documentation requests made by motion.

Chairman Jordan called upon the applicant to make his/her presentation and any response to the City staff report. Jay Cook, Baughman Company, spoke on behalf of the applicant and stood for questions from the Commission. Mr. Cook asked that the case be sent to the City Council because the applicant does not intend to provide the documents that Planning Commission requested. He stated the reason is because the documents requested are outside the scope of zoning and are not enforceable by the City. He stated that the applicant may be willing to update the PUD to reflect the Commission’s recommendation for number of street trees, and update face of the plat to reflect zoning setbacks. Cook stated that the applicant is willing to comply with regulations listed in the subdivision and zoning codes.

Chairman Jordan opened the public comments section. No others requested to speak and the public comments section was closed. Staff confirmed that they had not received any written communications from the public regarding this case.

The Commission then discussed the case.

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 proposed final PUD containing approved duplexes be converted townhouses with zero interior lot lines on a reduced lot size in a R-4 zoning district as built (Chapel Landing Phase 2) in PUD-24-04 be approved with modifications: the 4 modifications under Item 10 on the City recommendations, based on the findings from the review section of the staff report, as recorded in the summary of this hearing, and the following conditions be attached to this recommendation. Commissioner Mackey seconded the motion..

Discussion followed. Commissioners cited their reasons for recommending approval, namely: the recommendation of City Staff; Suitability of the subject property for the uses to which it has been restricted; and Relative gain to the public health, safety, and welfare as compared to the loss in value or the hardship imposed upon the applicant. Chairman Jordan called the question. *Motion carried 5-0*

B. Review proposed updates to the 2024 Bel Aire Zoning Map- (supermajority (5) required for approval).

City staff provided a brief report. Chairman Jordan opened the public hearing. No one spoke, and the public comments section was closed.

MOTION: Commissioner Roths moved to recommend the proposed zoning map changes as presented by this Planning Commission. Commissioner Faber seconded the motion. *Motion carried 5-0.*

C. SD-24-03- Proposed final platting R-5 and R-6 single and multi-family uses, and to include C-1 commercial as zoned (Spring Pines Subdivision, previously Homestead at Spring)

Staff stated that contrary to the written staff report, they now recommend unconditional approval of the plat.

The agent for the applicant, Will Clevenger, Garver, stood for questions from the Commission.

Chairman Jordan asked the Commission if any member wished to disqualify themselves from participating in the case because they or a relative own property in the area of notification or have conflicts of interest. No one was disqualified. Chairman Jordan noted that proper notice of this hearing was published at least 20 days before today's hearing date on the City's website and in *The Ark Valley News*. Notices were also mailed to the applicant and all of the real property owners of record listed on the security title, in the area of notification. Chairman Jordan asked if anyone on the Commission had received any ex-parte verbal or written communications prior to this agenda item, which they would like to share. The Commissioners responded that they had not.

Chairman Jordan then opened the public hearing. No one spoke. The public hearing was then closed and Chairman Jordan stated he would entertain a motion.

MOTION: Commissioner Faber moved to recommend approval of the final plat of SD-24-03 as presented. Chairman Jordan seconded the motion. *Motion carried 5-0.*

D. ZON-24-02- Proposed rezoning from C-1 Neighborhood commercial, office and retail, to R-5 garden and patio homes, townhouses and condominiums uses (Skyview at Webb Addition).

Staff recommended one change: the Dedication of right-of-way along Webb Road in conformance with the subdivision regulations relating to arterial roads.

Brian Lindebak, MKEC, represented the applicant and stood for questions from the Commission. Chairman Jordan opened the public hearing. No one spoke, so the public hearing was closed.

Chairman Jordan asked the Commission if any member wished to disqualify themselves from participating in the case because they or a relative own property in the area of notification or have conflicts of interest. No one was disqualified. Chairman Jordan noted that proper notice of this hearing was published at least 20 days before today's hearing date on the City's website and in *The Ark Valley News*. Notices were also mailed to the applicant and all of the real property owners of record listed on the security title, in the area of notification. Chairman Jordan asked if anyone on the Commission had received any ex-parte verbal or written communications prior to this agenda item, which they would like to share. The Commissioners responded that they had not.

The Commission then discussed the application in relation to the Golden Factors and the City's Zoning Code. In support of recommending approval, Commissioners cited the zoning

and uses of nearby properties, the recommendation of permanent staff, Suitability of the subject property for the uses to which it has been restricted, and the length of time the property has been vacant.

MOTION: Chairman Jordan moved that Proposed rezoning from C-1 Neighborhood commercial, office and retail, to R-5 garden and patio homes, townhouses and condominiums uses (Skyview at Webb Addition) be approved as presented with condition of the dedication of right-of-way along Webb Rd in conformance with subdivision regulations related to required arterial right-of-way widths. Commissioner Faber seconded the motion. *Motion carried 5-0.*

E. SD-24-04- Proposed platting R-5 garden and patio homes, townhouse and condominiums uses (Skyview at Webb Addition).

Brian Lindebak, MKEC, represented the applicant and stood for questions from the Commission. Chairman Jordan opened the public hearing. No one spoke, so the public hearing was closed.

MOTION: Commissioner Faber moved to approve the rezoning application as presented and Commissioner Mackey seconded the motion. *Motion carried 5-0.*

VII. Approval of the Next Meeting Date.

MOTION: Chairman Jordan to approve the date of the next meeting: January 9, 2025 at 6:30 p.m. Commissioner Faber seconded the motion. *Motion carried 5-0.*


VIII. Current Events

- A. Upcoming Agenda Items:** No upcoming items were mentioned.
- B. Upcoming Events:**
 - Saturday, December 7, Christmas in Bel Aire at Bel Aire City Hall, 5:30 – 7:30 p.m.
 - City Hall will be closed on December 23 – 24, 2024 and January 1, 2025

IX. Adjournment

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

Approved by the Bel Aire Planning Commission this 9th day of January, 2025.


Phillip Jordan, Chairman

**DEVELOPMENT AGREEMENT
OF THE SPRING PINES SUBDIVISION,
BEL AIRE, SEDGWICK COUNTY, KANSAS**

THIS AGREEMENT (hereinafter the “Agreement”) made and entered into this _____ day of _____ 2026, by and between the City of Bel Aire, Kansas, a municipal corporation, (hereinafter the “City”) and Envision Management, LLC., a limited liability company, (hereinafter the “Developers”)

WHEREAS, the City has approved the final plat of the Spring Pines Subdivision, Sedgwick County, Kansas (hereinafter the “Subdivision”); and

WHEREAS, the Developers desire to improve all or a portion of the above-described Subdivision through the use of special assessments; and

WHEREAS, the City desires to assure uniform compliance with design standards and specifications standards of the City;

NOW, THEREFORE, concurrently with said approval and as a consideration of said approval, the parties hereto do hereby agree as follows;

PURPOSE: This Agreement is necessary to address certain financial, infrastructure and drainage conditions arising from the platting process which must be dealt with prior to final plat approval and as such, approval of this Agreement is a condition precedent to final consideration by the City of the Developers request for approval of the final plat on a tract of land more fully described below and herein referred to as Subdivision.

Specifically, this Agreement is to assure that necessary improvements are in place to support development of the Subdivision. Therefore, the Developers compliance with the terms and conditions of this Agreement shall be a condition precedent to the granting of building and/or occupancy permits for development on said property. The Developers shall strictly observe and comply with the terms of this Agreement, all regulations, resolutions, policies, and ordinances of

the City and Sedgwick County, and all statutes and laws of the State of Kansas and of the United States.

SUBDIVISION LEGAL DESCRIPTION: The Subdivision has the following legal description, to-wit:

See attached Exhibit A for legal description.

1. The City will install drainage systems, sanitary sewers, sidewalks, streets, water lines, and other public improvements upon request of the Developers and approval of the Governing Body. Such improvements to be assessed against the Subdivision or other appropriate improvement districts as provided in the authorizing resolution, in Bel Aire, Sedgwick County, Kansas.
 - A. Sidewalks and sidewalk connections shall be installed where deemed necessary by the City and shall be constructed to City specifications. Sidewalks shall be a minimum of 5 feet wide and 6 inches thick.
 - B. That all public improvements whether constructed privately or by the City shall be in accordance with City standards and approved by the City prior to construction.
 - C. Drainage ways, easements, reserves, road rights-of-way and other land not intended to be developed shall not be included in any improvement district(s) liable for special assessment.
2. That the Developers or subsequent owners shall coordinate with the City's utility department for sewer and water service connections and shall pay the City all related fees as specified by City Ordinance or Resolution.
3. That the Developers or subsequent owner shall ensure the installation of driveway approaches, in accordance with City specifications, connecting the streets to driveways, and that the cost of said driveway approaches shall be paid by the Developers or subsequent owners.
4. That the Developers shall ensure the setting of permanent survey corner markers at each corner of each block and at all angle points in the Subdivision.
5. All temporary construction trailers shall be removed from the Subdivision when construction of the proposed improvements in the immediate vicinity is completed.

6. The Developers or subsequent owners agree to indemnify and hold the City and its elected and appointed officials, officers, administrators, and employees harmless against any and all loss or damage arising from and not covered by special assessment financing, arising from the development of the Addition/Subdivision, and includes reimbursement to the City of any interest costs assessed to the City in the event of a delay in issuing bonds for any reason (including litigation) between the time of the issuance of temporary notes and the sale of bonds. The Developers obligation herein shall extend to and include the obligation to pay all special assessments when due. The obligation shall survive the transfer of ownership and the developer shall continue with their responsibilities to each lot within the development, until such time as said lot has been fully developed by the construction of a building or buildings.
7. Developers covenant and agree, as a condition precedent to the construction or financing of any public water facilities, that the Subdivision shall be served by the City for public water and that any and all things necessary to allow such service (including the removal or withdrawal from any rural water district territory) have been accomplished and are completed. Developers indemnify the City for any costs associated with its failure to honor this covenant.
8. All temporary construction facilities must be removed when construction of buildings and improvements to the Subdivision are completed.
9. The Developers shall ensure that:
 - A. A Homeowners Association is formed and owns and maintains all Common Areas/Reserves, Reserves, Screening Walls, Landscaping, and common or shared parking areas. Upon the failure of the Homeowners Association to properly and adequately maintain any part of the Common Areas/Reserves, Reserves, Screening Walls, Landscaping, within the development, or the common or shared parking areas, the City may serve notice on the Homeowners Association of its failure to so maintain, setting out the manner in which it has failed to perform, and granting it ten (10) days within which to perform all of the items designated in said notice. After said ten (10) days the City may, at its option, enter upon the property to perform the work prescribed in said notice of deficiency, and the cost of such work performed by the City shall be assessed against the property in the same manner as provided by law for like assessments, and said assessment shall be established as a lien, equally per lot, upon all the lots within the Subdivision.
 - B. All lots covered by this Agreement while in the Developers ownership shall be kept clean and mowed to a height of ten (10) inches or less.
 - C. Common Areas/Reserves are to be deeded to the Homeowners Association. Use of all Common Areas/Reserves will be restricted as noted in the body of the recorded plat.

Subsequent transfers of the Common Areas/Reserves to third parties other than the Home/Lot Owner's Association require written approval and release by the City.

- D. Developers or subsequent owners will be responsible for any adjustment necessary if site grading covers manholes, valve boxes or other public infrastructure necessary to maintain, operate, or provide access to public infrastructure.
 - E. Developers will ensure compliance with the National Pollution Discharge Elimination System (NPDES) guidelines and put into place a Storm Water Pollution Prevention Plan (SWPPP) approved by the State of Kansas.
 - F. Developers or subsequent owners will maintain erosion / sediment control measures and perform storm sewer maintenance for a period as required by NPDES Permit and SWPPP, until all construction has ceased and permanent vegetation has been established. Failure to comply will result in additional enforcement in accordance with Stormwater Rules and Regulations, City Ordinances and State Law.
 - G. Developer will maintain positive drainage throughout home construction, and if necessary re-establish grading as shown in the final drainage plan approved by and on file with the City, or as amended with the approval of the City Engineer, immediately following the completion of home construction.
 - H. Developers or subsequent owners shall install signage at entrance points to the development which shall be a minimum of six (6) square feet, and shall have a single color with clearly legible text in a contrasting color that state the following for at least forty (40) months from the date of acceptance of the paving project:
 - i. Properties within this Subdivision are subject to one or more special assessments to recover costs incurred by the City in connection with installation of public improvements to serve this Subdivision. For more information on special assessments, ask your builder or real estate agent.
10. The Developers shall strictly observe and comply with all policies, regulations, resolutions, and ordinances of the City and Sedgwick County, all laws and statutes of the State of Kansas and of the United States. Nothing herein shall be construed to grant to the Developers either directly or indirectly, a variance or departure from such policies, regulations, resolutions, and ordinances. Any of the following acts or omissions occurring while the Developers or any designed builder is in title to the offending lot or lots, shall constitute a material breach of this agreement:

- A. Failure to strictly comply with and observe zoning classifications and regulations;
- B. Failure to pay any sewer hook-up fee when required by ordinance;
- C. Failure to set permanent survey corner markers at each corner of each block and at all angle points in the Subdivision;
- D. Failure to maintain vegetation to a height of ten (10) inches or less, and otherwise comply with Title 8 of the Bel Aire Municipal Code;
- E. Failure to install approaches, in accordance with City specifications, connecting the street to driveways;
- F. Failure to construct or maintain drainage improvements to the elevations, grades, and lines established in the final drainage plan approved by and on file with the City;
- G. Failure to obtain any required permit(s) prior to commencing construction;

Provided, that the City may, at its sole discretion, determine any other breach of this Agreement to be a material breach subject to enforcement pursuant to Article 11 hereof.

- 11. In the event of any material breach of this Agreement by the Developers, Developers agents, any subsequent owner, or their Designated Builder, the City may withhold building permits, occupancy permits for structures located within the Subdivision, or other approvals until such time as the breach is cured. In addition, the City may seek specific performance of this Agreement or any other remedy available at law or in equity.
- 12. The Developers agree to assume responsibility to see that all original purchasers of lots in the Subdivision receive a copy of this Agreement, a copy of the Restrictive Covenants, and a written statement, with language similar to Paragraph 9(H) above, notifying purchasers that the property may be subject to current and future assessments at the time of purchase.
- 13. Once public infrastructure is installed by the City, the Developers shall be responsible for any damage caused by home builders or subcontractors. This includes, but is not limited to:
 - A. Curbs
 - B. Sidewalks
 - C. Meter Boxes
 - D. Hydrants
 - E. Manholes

- F. Streets
- G. Valve Boxes
- H. Other related infrastructure

The City will notify the Developers within thirty (30) days of identifying damage. The City Engineer or designee is responsible for coordinating repairs with builders and subcontractors, using only City-approved contractors. All repairs must be reviewed and inspected by the City. If repairs are not completed within thirty (30) days of notification, the City may hire a third-party contractor to complete the repairs, with all costs invoiced directly to the Developers.

14. The Developers will file this Agreement once approved by the City of Bel Aire’s Governing Body, with the Sedgwick County Register of Deeds, at the Developers expense. A file-stamped copy of this Agreement showing the recording information along with a copy of the recorded plat, shall be furnished to the City before building permits are issued.
15. The terms and conditions set forth herein shall run with the land and the obligations will transfer and be binding upon the heirs, personal representatives, trustees, successors, executors, grantees, and assigns of the parties hereto and may be amended only by written instrument executed by all parties hereto.
16. The Developers hereby represent they are aware of, and shall always comply with, the policies of the City applicable to the improvements contemplated under the terms of this Agreement, City ordinances applicable to such matters, and the City’s Subdivision Regulations and Zoning Code. Nothing herein shall be construed to grant to the Developers either, directly or indirectly, a variance or departure from such ordinances, policies, and regulations. Any waiver of the required improvements or guarantees for their installation may be made only by the applicable Governing Body upon a showing by the Developers that such improvements are not technically feasible or necessary.
17. This Agreement will be governed by and construed in accordance with the laws of the State of Kansas. Any lawsuit arising from this Agreement must be brought in a court of competent jurisdiction in a court of law located in Sedgwick County, Kansas.
18. In addition to all remedies available by law to enforce this Agreement, the City may delay the approval of next steps of the process of financing and constructing the Public Improvements until the Developers comply with the terms of this Agreement by for example, but not limited to, improvement petitions, letters of credit, construction contracts to construct the Public Improvements, issuance of building permits, issuance of temporary notes, etc. In addition to the above remedies, if the Developers fail to comply with the terms of this Agreement, after receiving written notice of non-compliance from the City, the City or a third-

party contractor hired by the City, may bring the Subdivision into compliance. The City may thereafter invoice the Developers for the cost incurred by the City to bring the Subdivision into compliance. The Developers shall pay to the City the amount of the invoice within thirty (30) days of receipt of the invoice. If the Developers fail to pay the full amount of the invoice the Developers will be deemed in breach of this Agreement and the City may thereafter enforce this breach in a court of law.

19. The Effective Date of this Agreement is the date first written above.

[Remainder of this page intentionally left blank]

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

Signed by the Mayor on this _____ day of _____ 2026.

CITY OF BEL AIRE, KANSAS (CITY)

Jim Benage, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa Krehbiel, City Clerk

Maria A. Schrock, City Attorney

STATE OF KANSAS)
)
COUNTY OF SEDGWICK) ss:

BE IT REMEMBERED, that on the _____ day of _____, 2026, before me, the undersigned, a Notary Public, came Jim Benage, Mayor of the City of Bel Aire, Kansas, to me known to be the same person who executed the foregoing instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of the City.


IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires: _____

SIGNED by Property Owner 2 on this 6th day of March 2026.

ENVISION MANAGEMENT, LLC.
(PROPERTY OWNER 2)

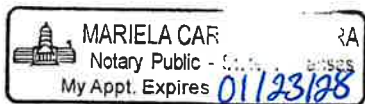


Quan P. Ma, Representative

STATE OF KANSAS)
)
COUNTY OF SEDGWICK) ss:

BE IT REMEMBERED, that on the 6th day of March, 2026, before me, the undersigned, a Notary Public, came Quan P. Ma, Representative, on behalf of Envision Management, LLC, to me known to be the same person who executed the foregoing instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of the Kansas limited liability company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.



Mariela Carrera-Piedra
Notary Public

My Appointment Expires: 01/23/28

[Remainder of this page intentionally left blank]

EXHIBIT A

The N1/2 of the W1/2 of the SW1/4 of Section 13, T26S, R1E of the 6th P.M., Sedgwick County, Kansas, TOGETHER WITH the S1/2 of the W1/2 of said SW1/4, EXCEPT the north 565.00 feet of the south 955.00 feet of the west 403.00 feet thereof, AND EXCEPT that part platted as Englert, Bel Aire, Sedgwick County, Kansas, AND EXCEPT that part dedicated to the City of Bel Aire for road right-of-way purposes on Doc#/Flm-Pg: 30277676.

TOGETHER WITH

Lot 2, Block A, and Reserve A, Englert, Bel Aire, Sedgwick County, Kansas.

City of Bel Aire, Kansas



STAFF REPORT

DATE: March 19, 2026

TO: Ted Henry, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: Chapel Landing 7th Sanitary and Storm Sewer Bids

DISCUSSION:

Bids for the water, sanitary sewer and storm sewer improvements were accepted on June 24, 2025. Two contractors provided bids on the water, sanitary sewer and storm sewer improvements.

	Engineer’s Estimate	Mies Construction	Nowak Construction
Sanitary Sewer	\$558,721.00	\$430,651.00	\$672,311.50
Water	\$199,335.00	\$203,842.00	\$253,711.00
Storm Sewer	\$487,828.00	\$903,507.00	\$580,115.25
Total	\$1,245,884.00	\$1,538,000.00	\$1,506,137.75

The bids were never presented to Council following the bid letting since the majority of the bids were over the Engineer’s Estimate and petition amount and the Developer asked for time to decide how they wanted to proceed.

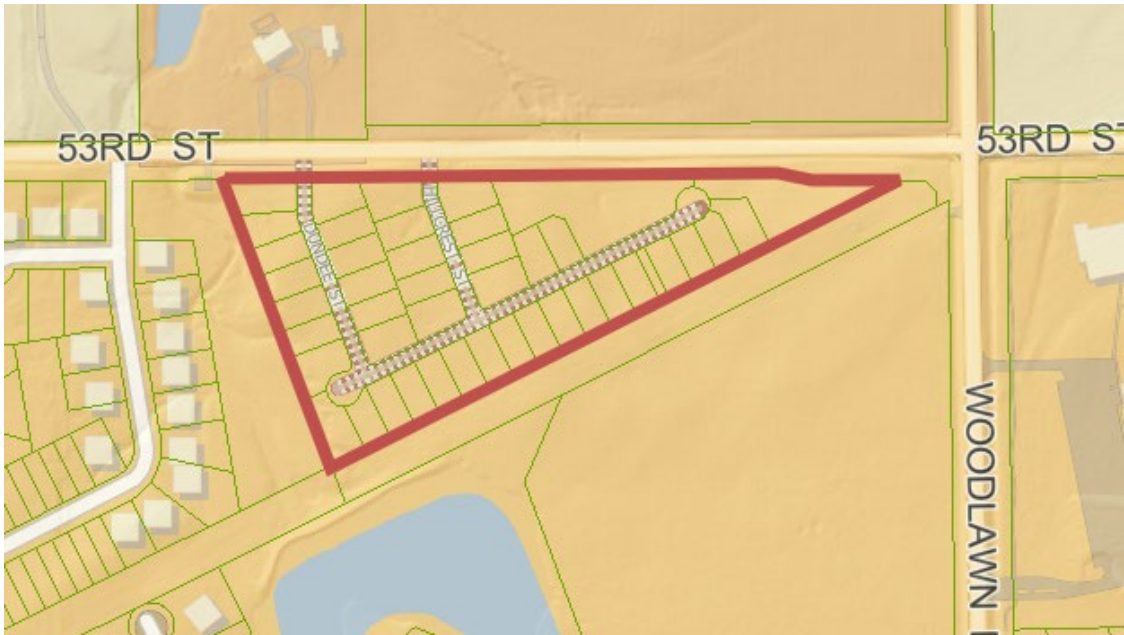
Baughman, the Design Engineer, has been working with the Developer and the low bidders to discuss potential paths forward. Baughman has redesigned the Sanitary Sewer plans to raise the flowlines up. The revised plans have been reviewed and approved by the City Engineer. This revision in plans has allowed Nowak to reduce their price for the Sanitary Sewer project by \$150,000.

The Developer has requested to pay for the Design, Construction and Construction Inspection services for the water line privately. These plans have already been approved by the City and a revised Developer’s Agreement has been prepared to reflect this change and is being presented to the City Council for approval.

The Storm Sewer petition and resolution have been revised to reflect the increased costs and is being presented to the City Council, along with the accompanying resolution for approval.

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.

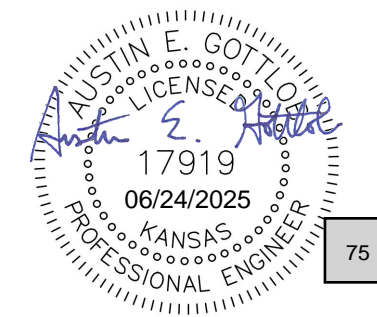
RECOMMENDATION: Staff recommends that the City Council accept the revised bid from Nowak Construction for the Sanitary and Storm Sewer Improvements to Chapel Landing 7th in the amount of \$1,056,426.25.



TABULATION OF BIDS
Sanitary Sewer, Water Line, & Storm Water Drain Improvements
to Serve Chapel Landing 7th Addition
Bel Aire, KS
Bid Date: June 24th 2025

Sanitary Sewer Improvements (A)			ENGINEER'S ESTIMATE		MIES CONSTRUCTION INC.		NOWAK CONSTRUCTION CO. INC.	
	Bid Items:	Quantities	Unit	Bid Price	Total	Bid Price	Total	Bid Price
Pipe, SS 8"	2,989	LF.	\$90.00	\$269,010.00	\$ 72.00	\$215,208.00	\$ 124.00	\$370,636.00
Pipe Stub, 8"	15	LF.	\$90.00	\$1,350.00	\$ 125.00	\$1,875.00	\$ 80.00	\$1,200.00
Riser Assembly 4", Manhole Stub	7	EA.	\$1,500.00	\$10,500.00	\$ 700.00	\$4,900.00	\$ 1,350.00	\$9,450.00
Riser Assembly 4", Vertical	35	EA.	\$3,000.00	\$105,000.00	\$ 1,800.00	\$63,000.00	\$ 2,395.00	\$83,825.00
MH, Connect to Existing	1	EA.	\$4,500.00	\$4,500.00	\$ 1,250.00	\$1,250.00	\$ 10,360.00	\$10,360.00
MH, Standard SS (4')	13	EA.	\$7,000.00	\$91,000.00	\$ 6,175.00	\$80,275.00	\$ 7,955.00	\$103,415.00
MH, Standard SS (5')	1	EA.	\$9,000.00	\$9,000.00	\$ 10,550.00	\$10,550.00	\$ 13,785.00	\$13,785.00
Fill, Flowable	110	LF.	\$185.00	\$20,350.00	\$ 195.00	\$21,450.00	\$ 198.00	\$21,780.00
Fill, Sand (Flushed & Vibrated)	483	LF.	\$50.00	\$24,150.00	\$ 50.00	\$24,150.00	\$ 39.00	\$18,837.00
Air Testing, SS Pipe	2,989	LF.	\$1.00	\$2,989.00	\$ 1.00	\$2,989.00	\$ 1.50	\$4,483.50
BMP, Construction Entrance	1	EA.	\$1,000.00	\$1,000.00	\$ 750.00	\$750.00	\$ 1,005.00	\$1,005.00
BMP, Silt Fence	1,936	LF.	\$2.00	\$3,872.00	\$ 1.50	\$2,904.00	\$ 1.50	\$2,904.00
Maintain Existing BMPs	1	LS.	\$500.00	\$500.00	\$ 50.00	\$50.00	\$ 50.00	\$50.00
Seeding	1	LS.	\$500.00	\$500.00	\$ 300.00	\$300.00	\$ 300.00	\$300.00
Site Clearing	1	LS.	\$5,000.00	\$5,000.00	\$ 500.00	\$500.00	\$ 30,280.00	\$30,280.00
Site Restoration	1	LS.	\$10,000.00	\$10,000.00	\$ 500.00	\$500.00	\$ 1.00	\$1.00
Subtotal Sanitary Sewer Improvements (A)				\$558,721.00		\$430,651.00		\$672,311.50

Water Line Improvements (B)			ENGINEER'S ESTIMATE		MIES CONSTRUCTION INC.		NOWAK CONSTRUCTION CO. INC.	
	Bid Items:	Quantities	Unit	Bid Price	Total	Bid Price	Total	Bid Price
Pipe, WL 8"	2,064	LF.	\$60.00	\$123,840.00	\$ 60.00	\$123,840.00	\$ 86.00	\$177,504.00
Pipe, DICL 8"	105	LF.	\$150.00	\$15,750.00	\$ 116.00	\$12,180.00	\$ 168.00	\$17,640.00
Fill, Protective	345	LF.	\$5.00	\$1,725.00	\$ 1.00	\$345.00	\$ 15.00	\$5,175.00
Fill, Sand (Flushed & Vibrated)	126	LF.	\$20.00	\$2,520.00	\$ 12.00	\$1,512.00	\$ 16.00	\$2,016.00
Fire Hydrant Assembly	3	EA.	\$7,000.00	\$21,000.00	\$ 10,800.00	\$32,400.00	\$ 6,875.00	\$20,625.00
Sample Station Assembly	1	EA.	\$5,000.00	\$5,000.00	\$ 6,150.00	\$6,150.00	\$ 4,225.00	\$4,225.00
Valve Assembly, 8"	3	EA.	\$2,000.00	\$6,000.00	\$ 3,600.00	\$10,800.00	\$ 2,615.00	\$7,845.00
Pipe, Connect to Existing	1	LS.	\$7,000.00	\$7,000.00	\$ 15,315.00	\$15,315.00	\$ 13,380.00	\$13,380.00
Maintain Existing BMPs	1	LS.	\$1,000.00	\$1,000.00	\$ 100.00	\$100.00	\$ 100.00	\$100.00
Seeding	1	LS.	\$500.00	\$500.00	\$ 200.00	\$200.00	\$ 200.00	\$200.00
Site Clearing	1	LS.	\$5,000.00	\$5,000.00	\$ 500.00	\$500.00	\$ 5,000.00	\$5,000.00
Site Restoration	1	LS.	\$10,000.00	\$10,000.00	\$ 500.00	\$500.00	\$ 1.00	\$1.00
Subtotal Water Line Improvements (B)				\$199,335.00		\$203,842.00		\$253,711.00



Stormwater Drain and Stormwater Sewer Improvements (C)			ENGINEER'S ESTIMATE		MIES CONSTRUCTION INC.		NOWAK CONSTRUCTION CO. INC.	
	Bid Items:	Quantities	Unit	Bid Price	Total	Bid Price	Total	Bid Price
Grading, Mass	1	LS.	\$50,000.00	\$50,000.00	\$ 62,670.00	\$62,670.00	\$ 30,000.00	\$30,000.00
Excavation	12,999	CU.YD.	\$4.00	\$51,996.00	\$ 8.50	\$110,491.50	\$ 3.50	\$45,496.50
BH Excavation	5,275	CU.YD.	\$5.00	\$26,375.00	\$ 55.00	\$290,125.00	\$ 9.50	\$50,112.50
Concrete Outlet Weir	1	EA.	\$10,000.00	\$10,000.00	\$ 8,000.00	\$8,000.00	\$ 5,635.00	\$5,635.00
Concrete Flume	1,077	LF.	\$10.00	\$10,770.00	\$ 59.00	\$63,543.00	\$ 46.00	\$49,542.00
Pipe, SWS 15"	525	LF.	\$85.00	\$44,625.00	\$ 81.00	\$42,525.00	\$ 102.00	\$53,550.00
Pipe, SWS 18"	199	LF.	\$90.00	\$17,910.00	\$ 90.00	\$17,910.00	\$ 113.00	\$22,487.00
Pipe, SWS 24"	177	LF.	\$100.00	\$17,700.00	\$ 111.00	\$19,647.00	\$ 132.00	\$23,364.00
Pipe, SWS 30"	110	LF.	\$150.00	\$16,500.00	\$ 147.00	\$16,170.00	\$ 156.00	\$17,160.00
Pipe, SWS 36"	79	LF.	\$200.00	\$15,800.00	\$ 200.00	\$15,800.00	\$ 192.00	\$15,168.00
Pipe, End Section 15"	2	EA.	\$2,000.00	\$4,000.00	\$ 750.00	\$1,500.00	\$ 755.00	\$1,510.00
Pipe, End Section 18"	1	EA.	\$3,000.00	\$3,000.00	\$ 2,380.00	\$2,380.00	\$ 1,005.00	\$1,005.00
Pipe, End Section 24"	1	EA.	\$4,000.00	\$4,000.00	\$ 1,175.00	\$1,175.00	\$ 1,205.00	\$1,205.00
Pipe, End Section 36"	1	EA.	\$5,000.00	\$5,000.00	\$ 1,850.00	\$1,850.00	\$ 1,810.00	\$1,810.00
Fill, Sand (Flushed & Vibrated)	91	EA.	\$25.00	\$2,275.00	\$ 19.00	\$1,729.00	\$ 36.00	\$3,276.00
Inlet, Curb (Type 1) (L=10' W=3')	6	EA.	\$8,000.00	\$48,000.00	\$ 10,350.00	\$62,100.00	\$ 10,410.00	\$62,460.00
Inlet, Curb (Type 1A) (L=10' W=3')	1	EA.	\$8,000.00	\$8,000.00	\$ 11,850.00	\$11,850.00	\$ 10,465.00	\$10,465.00
Inlet, Drop (Single)	1	EA.	\$7,000.00	\$7,000.00	\$ 9,100.00	\$9,100.00	\$ 8,250.00	\$8,250.00
Inlet, Drop, Special	4	EA.	\$6,500.00	\$26,000.00	\$ 4,100.00	\$16,400.00	\$ 6,665.00	\$26,660.00
MH, Standard SWS (4')	1	EA.	\$5,000.00	\$5,000.00	\$ 5,800.00	\$5,800.00	\$ 6,135.00	\$6,135.00
Rip-Rap, Heavy Stone	150	SQ.YD.	\$100.00	\$15,000.00	\$ 114.00	\$17,100.00	\$ 150.00	\$22,500.00
BMP, Curb Inlet Protection	7	EA.	\$100.00	\$700.00	\$ 50.00	\$350.00	\$ 50.00	\$350.00
BMP, Drop Inlet Protection	4	EA.	\$100.00	\$400.00	\$ 50.00	\$200.00	\$ 50.00	\$200.00
BMP, Ditch Check	1	EA.	\$100.00	\$100.00	\$ 50.00	\$50.00	\$ 50.00	\$50.00
BMP, Erosion Control Mat	7,124	SQ.YD.	\$5.00	\$35,620.00	\$ 1.25	\$8,905.00	\$ 1.25	\$8,905.00
BMP, Erosion Control Berm	1,019	LF.	\$3.00	\$3,057.00	\$ 1.00	\$1,019.00	\$ 1.75	\$1,783.25
Testing	1	LS.	\$8,000.00	\$8,000.00	\$ 6,000.00	\$6,000.00	\$ 8,500.00	\$8,500.00
Maintain Existing BMPs	1	LS.	\$1,500.00	\$1,500.00	\$ 100.00	\$100.00	\$ 100.00	\$100.00
Seeding	1	LS.	\$9,500.00	\$9,500.00	\$ 11,790.00	\$11,790.00	\$ 11,790.00	\$11,790.00
Site Clearing	1	LS.	\$15,000.00	\$15,000.00	\$ 56,967.50	\$56,967.50	\$ 90,645.00	\$90,645.00
Site Restoration	1	LS.	\$25,000.00	\$25,000.00	\$ 40,260.00	\$40,260.00	\$ 1.00	\$1.00
Subtotal Stormwater Drain and Stormwater Sewer Improvements (C)				\$487,828.00		\$903,507.00		\$580,115.25

TOTAL BASE BID				\$1,245,884.00		\$1,538,000.00		\$1,506,137.75
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SUBSTANTIAL COMPLETION CALENDAR DATE:						12/17/2025		12/24/2025
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Revised 01/12/26

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

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

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Construction of Sanitary Sewer Improvements and Stormwater Drain and Stormwater Sewer Improvements to serve Chapel Landing 7th Addition.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **The project includes the construction of 2,989 linear feet of 8-inch sanitary sewer pipe with all associated entities included in the Sanitary Sewer Improvements. The project also includes 1,090 linear feet of stormwater sewer pipe and 12,999 cubic yards of excavation and related work for Stormwater Drain and Stormwater Sewer Improvements.**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Baughman Company** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the.

3.02 The part of the Project that pertains to the Work has been designed by “**Engineer**”.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

~~4.02 *Contract Times: Dates*~~

~~A. The Work will be substantially complete on or before [date], and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [date].~~

Revised 01/12/26

4.03 *Contract Times: Days*

- A. The Work will be substantially complete within **80** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **90** days after the date when the Contract Times commence to run.

4.04 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
 1. Milestone 1 N/R
 2. Milestone 2 N/R
 3. Milestone 3 N/R

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 1. *Substantial Completion:* Contractor shall pay Owner **\$700** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$700** for each day that expires after such time until the Work is completed and ready for final payment.
 3. *Milestones:* Contractor shall pay Owner **\$700** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

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ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of \$[number]

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work (Sanitary Sewer Improvements)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Pipe, SS 8"	LF.	2,989	\$ 83.00	\$248,087.00
2	Pipe Stub, 8"	LF.	15	\$ 80.00	\$1,200.00
3	Riser Assembly 4", Manhole Stub	EA.	7	\$ 1,350.00	\$9,450.00
4	Riser Assembly 4", Vertical	EA.	35	\$ 2,395.00	\$83,825.00
5	MH, Connect to Existing	EA.	1	\$ 10,360.00	\$10,360.00
6	MH, Standard SS (4')	EA.	13	\$ 6,000.00	\$78,000.00
7	MH, Standard SS (5')	EA.	1	\$ 13,785.00	\$13,785.00
8	Fill, Flowable	LF.	110	\$ 25.00	\$2,750.00
9	Fill, Sand (Flushed & Vibrated)	LF.	483	\$ 39.00	\$18,837.00
10	Air Testing, SS Pipe	LF.	2,989	\$ 1.50	\$4,483.50
11	BMP, Construction Entrance	EA.	1	\$ 1,005.00	\$1,005.00
12	BMP, Silt Fence	LF.	1,936	\$ 1.50	\$2,904.00
13	Maintain Existing BMPs	LS.	1	\$ 50.00	\$50.00
14	Seeding	LS.	1	\$ 300.00	\$300.00
15	Site Clearing	LS.	1	\$ 1273.50	\$1273.50
16	Site Restoration	LS.	1	\$ 1.00	\$1.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$476,311.00

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Unit Price Work (Stormwater Drain and Stormwater Sewer Improvements)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Grading, Mass	LS.	1	\$30,000.00	\$30,000.00
2	Excavation	CU.YD.	12,999	\$ 3.50	\$45,496.50
3	BH Excavation	CU.YD.	5,275	\$ 9.50	\$50,112.50
4	Concrete Outlet Weir	EA.	1	\$ 5,635.00	\$5,635.00
5	Concrete Flume	LF.	1,077	\$ 46.00	\$49,542.00
6	Pipe, SWS 15"	LF.	525	\$ 102.00	\$53,550.00
7	Pipe, SWS 18"	LF.	199	\$ 113.00	\$22,487.00
8	Pipe, SWS 24"	LF.	177	\$ 132.00	\$23,364.00
9	Pipe, SWS 30"	LF.	110	\$ 156.00	\$17,160.00
10	Pipe, SWS 36"	LF.	79	\$ 192.00	\$15,168.00
11	Pipe, End Section 15"	EA.	2	\$ 755.00	\$1,510.00
12	Pipe, End Section 18"	EA.	1	\$ 1,005.00	\$1,005.00
13	Pipe, End Section 24"	EA.	1	\$ 1,205.00	\$1,205.00
14	Pipe, End Section 36"	EA.	1	\$ 1,810.00	\$1,810.00
15	Fill, Sand (Flushed & Vibrated)	EA.	91	\$ 36.00	\$3,276.00
16	Inlet, Curb (Type 1) (L=10' W=3')	EA.	6	\$10,410.00	\$62,460.00
17	Inlet, Curb (Type 1A) (L=10' W=3')	EA.	1	\$10,465.00	\$10,465.00
18	Inlet, Drop (Single)	EA.	1	\$ 8,250.00	\$8,250.00
19	Inlet, Drop, Special	EA.	4	\$ 6,665.00	\$26,660.00
20	MH, Standard SWS (4')	EA.	1	\$ 6,135.00	\$6,135.00
21	Rip-Rap, Heavy Stone	SQ.YD.	150	\$ 150.00	\$22,500.00
22	BMP, Curb Inlet Protection	EA.	7	\$ 50.00	\$350.00
23	BMP, Drop Inlet Protection	EA.	4	\$ 50.00	\$200.00
24	BMP, Ditch Check	EA.	1	\$ 50.00	\$50.00
25	BMP, Erosion Control Mat	SQ.YD.	7,124	\$ 1.25	\$8,905.00
26	BMP, Erosion Control Berm	LF.	1,019	\$ 1.75	\$1,783.25
27	Testing	LS.	1	\$ 8,500.00	\$8,500.00
28	Maintain Existing BMPs	LS.	1	\$ 100.00	\$100.00
29	Seeding	LS.	1	\$11,790.00	\$11,790.00
30	Site Clearing	LS.	1	\$90,645.00	\$90,645.00
31	Site Restoration	LS.	1	\$ 1.00	\$1.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$580,115.25

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The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **\$1,056,426.25**.
- D. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor’s Applications for Payment on or about the **15th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95% percent of the value of the Work completed (with the balance being retainage).
 - b. **95%** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - c. Owner retains the right to adjust the retainage as allowed by K.S.A 16-1904(b).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100%** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **150%** percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

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

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6.04 *Consent of Surety*

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

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following, listed in order of highest to lowest precedence:
 - 1. This Agreement, Pages (9)
 - 2. Supplementary Conditions, if any.
 - 3. General Conditions, Pages (70)
 - 4. Owner’s Standard Terms and Conditions: Mandatory Contractual Provisions Attachment, Exhibit A, Pages (4)
 - 5. Performance & Maintenance bond (together with power of attorney).
 - 6. Kansas Statutory bond
 - 7. Performance bond (together with power of attorney).
 - 8. Change Order, Pages (4)
 - 9. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 10. Drawings listed on the attached sheet index.
 - 11. Exhibits to this Agreement (enumerated as follows):
 - a. **[list exhibits]**
 - 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Field Orders.
 - d. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

Revised 01/12/26

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

Revised 01/12/26

- 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

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

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

Revised 01/12/26

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

This Agreement will be effective on _____ day of _____, 2026 (which is the Effective Date of the Contract).

ADOPTED by the Governing Body of the City of Bel Aire, Kansas on this ____ day of _____, 2026.

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

OWNER
CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk

APPROVED AS TO FORM:

Maria A. Schrock, City Attorney

Revised 01/12/26

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

CONTRACTOR
Nowak Construction Co., Inc.



(Authorized Signature: Joseph B. Nowak, President)

City of Bel Aire, Kansas

STAFF REPORT



DATE: March 19, 2026

TO: Ted Henry, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: Aurora Park Ditch Seeding

BACKGROUND:

The original bids for the Aurora Park Paving and Drainage project only included a bid item for seeding in the area of the paving improvements (Base Bid). The remaining portion of the project (Alternate 2) where the ditches were cleaned out did not have a bid item for seeding.

DISCUSSION:

The original plans for the Aurora Park Paving and Drainage project included a note that stated that the project seeding was subsidiary to the cost of the project. However, despite this note, the Base Bid for the project, which included the paving and ditch grading of the north portion of Parkwood and 40th Street, east of Parkwood, included a bid item for project seeding. The alternate for the ditch cleanout did not include this same bid item. Typically, if a note indicating that seeding is subsidiary to the project costs is added to the plans, there will be no separate bid items for project seeding.

This was oversight and confusion was not noticed until the project was nearing completion. The City reached out to three vendors (Countryside, Seeders and Tree Top). Countryside does not perform this type of work, Tree Top was not able to fit it in their schedule in the time frame requested but Seeders returned a bid in the amount of \$33,410.00 for the seeding of the ditches.

Kansas Paving also provided a change order for the seeding of the ditches in the amount of \$47,968.25. The change order also included \$83,417.99 for additional potholing of utilities (\$36,363.64 for labor and \$47,054.35 in equipment) plus an additional 15% for overhead and profit on all three items amounting to an additional \$19,707.94 for a grand total request of \$151,094.17. (Staff will not accept this request)

Attached to this Staff Report are copies of Seeders quote directly to the City, a copy of Kansas Paving’s Change Order Request #8 and a map showing where the seeding needs to occur.

FINANCIAL CONSIDERATIONS: The additional costs for the seeding will come from the City’s Storm Sewer budget.

RECOMENDATION: Staff recommends that the City Council accept the direct quote from Seeders in the amount of \$33,410.00.



PURCHASE ORDER FORM

Contractor's Acceptance of City's Standard Terms and Conditions:

Approval of this Purchase Order is expressly subject to the Contractor's acceptance of the City's Standard Terms and Conditions, which are incorporated herein by reference as Exhibits B and C. The Contractor's quote, invoice, or proposal dated 03/05/26, attached hereto as Exhibit A, is incorporated herein solely for the purpose of describing the goods and/or services, pricing, and contact information.

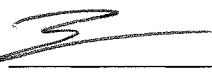
Notwithstanding any conflicting or additional terms or conditions contained in any Contractor's proposal (Exhibit A), the City's Standard Terms and Conditions (Exhibits B and C) shall take precedence and govern.

This Purchase Order shall not be valid until it has been executed by all required parties below, including the City Attorney. The Contractor's signature confirms acceptance of the City's Standard Terms and Conditions.

Contractor: Seeders, Inc.

Authorized Contractor Signature Below:

Authorized City Signature Below:


Name & Title Operations Manager Date 4/6/26
Bryan Dobson

Name & Title _____ Date _____
Jim Benage, Mayor

Approved as to Form Only:

Attest:

Maria A. Schrock, City Attorney Date _____
contracts@belaireks.gov

Melissa Krehbiel, City Clerk Date _____

City of Bel Aire
7651 East Central Park Avenue, Bel Aire, Kansas 67226
316-744-2451 Belaireks.gov

EXHIBIT A
CONTRACTOR'S PROPOSAL



4111 S. Broad St.
Wichita, Kansas 67215
(316) 722-8345
Fax (316) 722-0474

Proposal

March 5, 2026

To: Marty Mcgee
City of Bel Aire

From: Bryan Dobson
Seeders Inc

Re: Neighborhood Ditch Seeding

Hydro-Seeding: LS - \$33,410.00

Total: \$33,410.00

Sales tax excluded.

Excluded: Topsoil Placement, Rock Pickup, Rip Rap, Construction Entrance, Concrete Washout, Maintenance, Inspections or Removal of Erosion Control.

Bond not included. Add 1% for bond (\$100 minimum).

EXHIBIT B

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

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

1. 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.
2. The goods, equipment and services specified in this Contract are for the City's exclusive use. Therefore, it is understood the Federal Excise Tax or State of Kansas Sales Tax shall not be imposed, and Contractor will refund the same if included in the price paid. The City's exemption certificate will be furnished where required or upon request.
3. The City and Contractor agree that this Contract shall be interpreted under the laws of the State of Kansas without regard to its choice of law provisions, and that venue of any dispute requiring litigation shall be in any court of appropriate jurisdiction in Sedgwick County, Kansas.
4. 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.
5. The City shall not hold harmless or indemnify the Contractor beyond the liability that may be incurred under the Kansas Tort Claims Act (KSA 75-6101 et seq.).
6. 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.
7. The obligation to supply goods or services under this Contract is personal to this Contractor, and cannot be assigned, subcontracted or transferred to another without the written consent of the City.
8. This Contract is intended solely for the benefit of the City and the Contractor. The parties do not intend that it benefit, either directly or indirectly, any third party. No third party may sue for damages based on the terms or performance of this Contract.
9. 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.
10. In the event no quality is specified on the face of the Purchase Order/Quotation, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If Contractor cannot maintain delivery of goods or equipment and/or rendering of services according to the agreed schedule, Contractor must notify City immediately. Upon Contractor's failure to maintain delivery or otherwise perform hereunder, City reserves the right to procure such goods or equipment and/or services elsewhere, in whole

or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence. 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.

11. The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq., as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
 - a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.
 - b. In all solicitations or advertisement for employees, the Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.
 - d. Contractor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or Contractor.
 - e. Exempted from these requirements are:
 - (1) Any Contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).
 - (2) Any Contractor who employs fewer than four (4) employees during the term of this Contract.
 - (3) Contractor who hold contracts with the City of Bel Aire with a cumulative total of five thousand dollars (\$5,000.00) or less during the City's Fiscal Year.
 - f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the Contractor shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973; the Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated thereunder. Any finding adverse to the Contractor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.

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**EXHIBIT C
CITY OF BEL AIRE, KANSAS**

MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. The parties agree Contractor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City and Contractor shall indemnify City for its failure to comply with Contractor's responsibilities under this paragraph.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to:
 - (a) unemployment insurance benefits;
 - (b) workers' compensation coverage; or
 - (c) health insurance coverage.

Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.

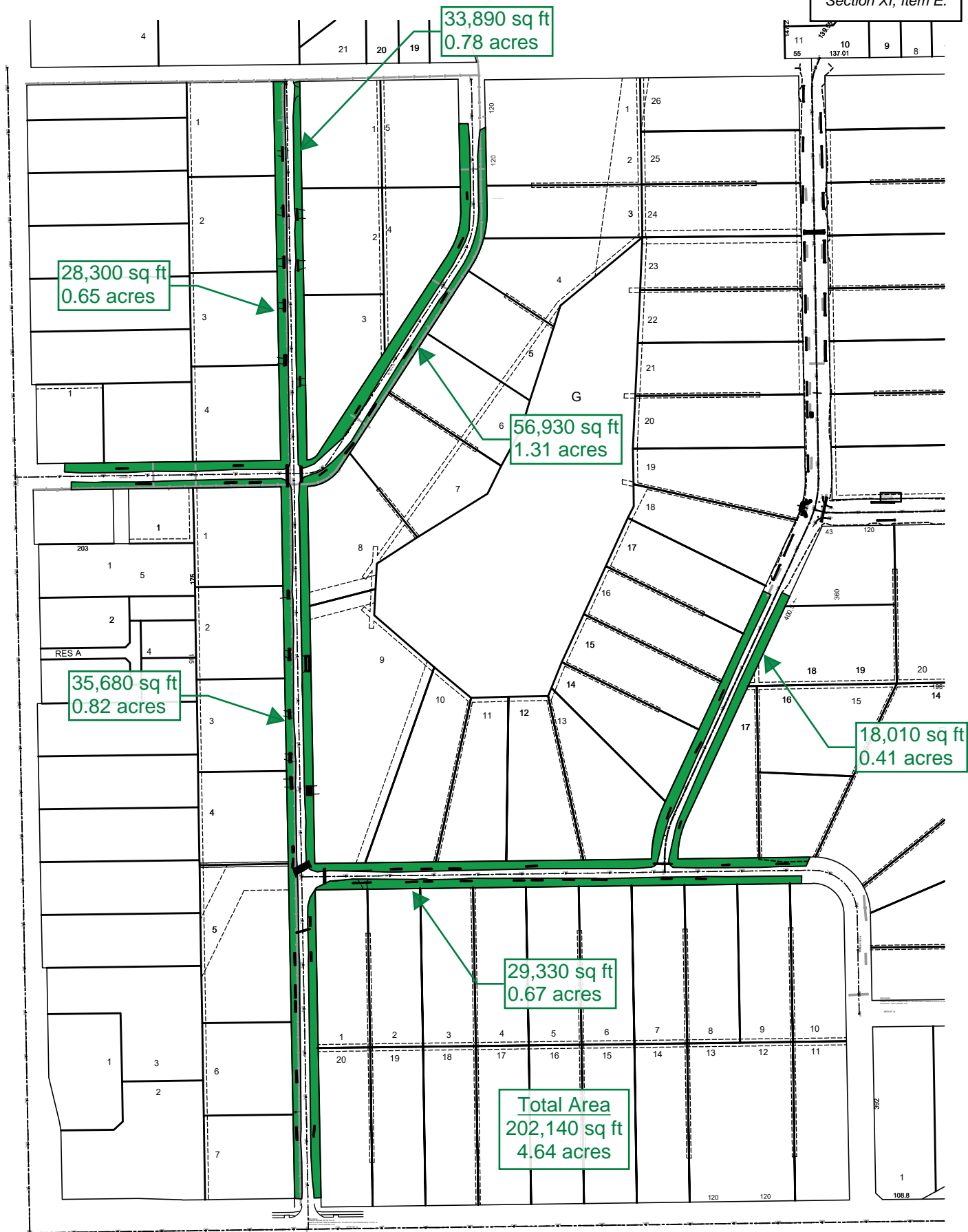
3. The parties hereby acknowledge and agree that City will not:
 - (a) require Contractor to work exclusively for City;
 - (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes;
 - (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate;
 - (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions;
 - (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated);
 - (f) dictate the time of Contractor's performance; and
 - (g) pay Contractor personally;

instead, City will make all checks payable to the trade or business name under which Contractor does business.

4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.

6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. Contractor represents that it is engaged in providing similar services to the public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

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City of Bel Aire, Kansas

STAFF REPORT

DATE: March 12, 2026

TO: Ted Henry, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: Bel Aire Lakes Change Order No. 2



BACKGROUND:

The additional subgrade work that was authorized in December 2025 was not sufficient/stout enough to hold up the reinforced box culvert (RCB). After further discussions with the project team and PEC’s geotech team, a revised plan has been presented.

DISCUSSION:

This Change Order includes two parts – the additional subgrade work for the RCB and the decommissioning of an abandoned well that was found on-site within a copse of trees. This change order supersedes and replaces the previously approved Change Order 1. The work that has been performed thus far under Change Order 1 will not be charged twice and the previously approved Change Order 1 and should be rescinded.

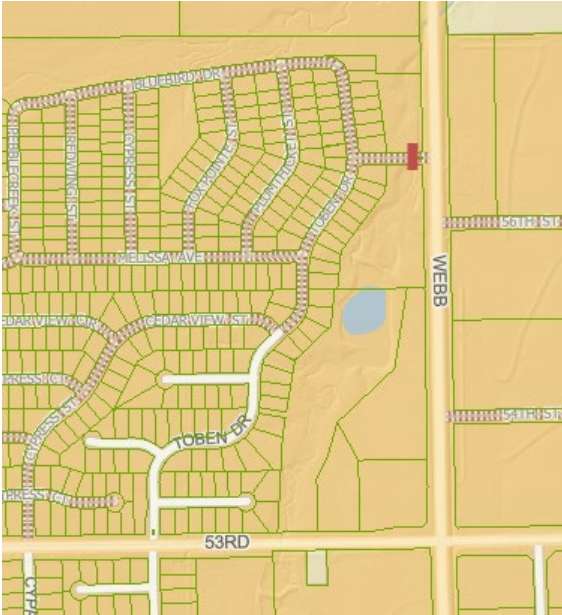
RCB Subgrade Foundation Work: The additional subgrade work authorized in December 2025 to shore up the stability of ground underneath the box culvert was not strong enough to support the box. Additionally, there is considerably more water entering the excavation than anticipated. The project team met on February 5th to discuss the current situation and receive guidance for how to proceed. PEC’s geotech team was present at the meeting and it was generally agreed to by all present to go back to PEC’s original recommendation of over-excavating to a depth of 7’ from the flowline of the box. This depth will expose the shale, which should provide a solid surface from which to build up from. A larger aggregate will be used in the lower portion of the excavation with smaller aggregate being used closer to the top of the excavation.

The costs for this change order are significantly higher than the previous change order due to the additional depth, the amount of water that was found during the initial excavation and the need to support existing utilities (16” water line and 8” water line) so the utilities are not damaged due to the size and depth of the excavation needed.

Due to the delay in getting this additional subgrade work approved, it will take Pearson a minimum of two weeks to remobilize their pipe crew back on-site as their pipe crews have been committed to other projects and approximately a month and a half to complete the remaining work.

Decommission Existing Well: An abandoned brick well was found within a copse of trees on the west edge of the RCB excavation. The well is roughly 5’ in diameter and when found, was covered with a sheet of plywood. Costs to abandon the well have been included in this change order. The cost to abandon the well has been provided as a Not To Exceed Price, depending on what is found within the

well. If the water within the well is just stale water, then the price to abandon the well will be significantly reduced, as there is no remediation work that will need to be performed prior to the decommissioning. If there is found to be any contaminants within the well, special steps will need to be taken to decommission and abandon the well. The pricing for these additional steps has been included in the price provided in the change order.



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

RECOMENDATION: Staff recommends that the City Council rescind Change Order No. 1 and accept Change Order No. 2 for \$149,825.00.



CHANGE ORDER (CO) FORM

Contractor: Pearson Construction, LLC
 Design Engineer: Certified Engineering Design, P.A.
 Construction Engineer: Professional Engineering Consultants, P.A.
 Agreement Name: Street and Drainage Improvements to serve Phase 1 Bel Aire Lakes Addition
 Agreement Scope: Paving and Drainage Improvements to serve Phase 1 Bel Aire Lakes Addition in Bel Aire
 Agreement Date: 06/17/2025
 Agreement Price: \$1,832,274.35 Agreement Time: 90 Working Days

Change Order No: 1 **Date of Issuance:** 12/16/2025

Additional Work Requested by Contractor:

To provide an enhanced subgrade to support the proposed reinforced box culvert (RCB) underneath the entrance to the Bel Aire Lakes subdivision on Bluebird Drive. The enhanced subgrade will consist of three layers of geogrid with 12" of crushed rock base below the RCB.

Reason for Additional Work:

Upon excavation of the area for the RCB, the ground below the box culvert was determined to be too soft and unsuitable to support the weight of the RCB and the pavement above it. PEC was contacted to conduct geotechnical borings and provide a proposed solution to the unsupportive soil. This change order represents the work recommended by PEC to remove unsuitable material and install a subgrade system that will adequately support the RCB and pavement above it.

Agreement Time:

An additional (5) working days is being requested with this Change Order.

[Remainder of this page intentionally left blank]

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

Change in Contract Price	Change in Contract Times
Original Contract Price: \$1,832,274.35	Original Contract Times: Substantial Completion: 90 Working Days
Contract Price prior to this Change Order: \$1,832,274.35	Contract Times prior to this Change Order: Substantial Completion: 90 Working Days
Increase this Change Order: \$28,782.00	Increase this Change Order: Substantial Completion: 5 Working Days
Contract Price this Change Order: \$1,861,056.35	Contract Times with all approved Change Orders: Substantial Completion: 95 Working Days

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

The additional work for this Change Order is to be performed at a cost not to exceed **\$28,782.00**.

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

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This Change Order is Approved and Passed by the Governing Body of the City of Bel Aire, Kansas on the 16th day of December, 2025.

Recommended and Approved:

Approved:

Anne Stephens
Anne Stephens, PE, City Engineer

December 16, 2025
Date

Ted Henry
Ted Henry, City Manager

12.16.25
Date

Approved as to Form Only:

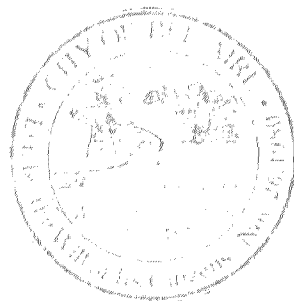
By Order of the Governing Body:

Maria A. Schrock
Maria A. Schrock, City Attorney

12-16-25
Date

Jim Benage
Jim Benage, Mayor
Owner (Authorized Signature)

12/17/2025
Date

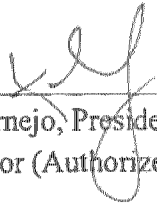


Attest:

Melissa Krehbiel
Melissa Krehbiel, City Clerk

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Recommended and Approved:



Kurt Cornejo, President
Contractor (Authorized Signature)

12/19/25

Date

Recommended and Approved:

Hunter Wiles

Hunter Wiles, Project Manager
Construction Engineer (Authorized Signature)

12-18-25

Date

Recommended and Approved:



Andrew Nguyen
Design Engineer (Authorized Signature)

12-18-25

Date

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EXHIBIT A



December 11 2025

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

Attention: Anne Stephens PE

Re: Bel Aire – Lakes Addition
RCB Subgrade Modification Change Order Request

Anne

Due to the unsuitable subgrade conditions below the RCB, Pearson Construction requests \$29,782.00 for 3 layers of Geogrid with 12" of Crushed Concrete base below the RCB, for a total of 3' of Reinf. Crushed Concrete base.

With this request, Pearson Construction requests 5 Additional Working Days be added to the project.

Respectfully Submitted
PEARSON CONSTRUCTION, LLC

A handwritten signature in black ink, appearing to read 'Tyler Stevenson'.

Tyler Stevenson
Project Manager

Agreement Time:

An additional (11) working days are being requested with this Change Order.

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

Change in Contract Price	Change in Contract Times
Original Contract Price: \$1,832,274.35	Original Contract Times: Substantial Completion: 90 Working Days
Previously Approved Change Order No. 1: \$28,782.00	Previously Approved Change Order No. 1: Substantial Completion: 5 Working Days
Contract Price prior to this Change Order: \$1,861,056.35	Contract Times prior to this Change Order: Substantial Completion: 95 Working Days
Rescind Previously Approved Change Order No. 1: (\$28,782.00)	Rescind Previously Approve Change Order No. 1: Substantial Completion: (5) Working Days
Contract Price prior to this Change Order: \$1,832,274,35	Contract Times prior to this Change Order: Substantial Completion: 90 Working Days
Increase this Change Order: \$149,825.00	Increase this Change Order: Substantial Completion: 11 Working Days
Contract Price this Change Order: \$1,982,099.35	Contract Times with all approved Change Orders: Substantial Completion: 101 Working Days

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

The additional work for this Change Order is to be performed at a cost not to exceed **\$149,825.00.**

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

[Remainder of this page intentionally left blank]

This Change Order is Approved and Passed by the Governing Body of the City of Bel Aire, Kansas on the 7th day of April, 2026.

Recommended and Approved:

Approved:

Anne Stephens, PE, City Engineer Date

Ted Henry, City Manager Date

Approved as to Form Only:

By Order of the Governing Body:

Maria A. Schrock, City Attorney Date

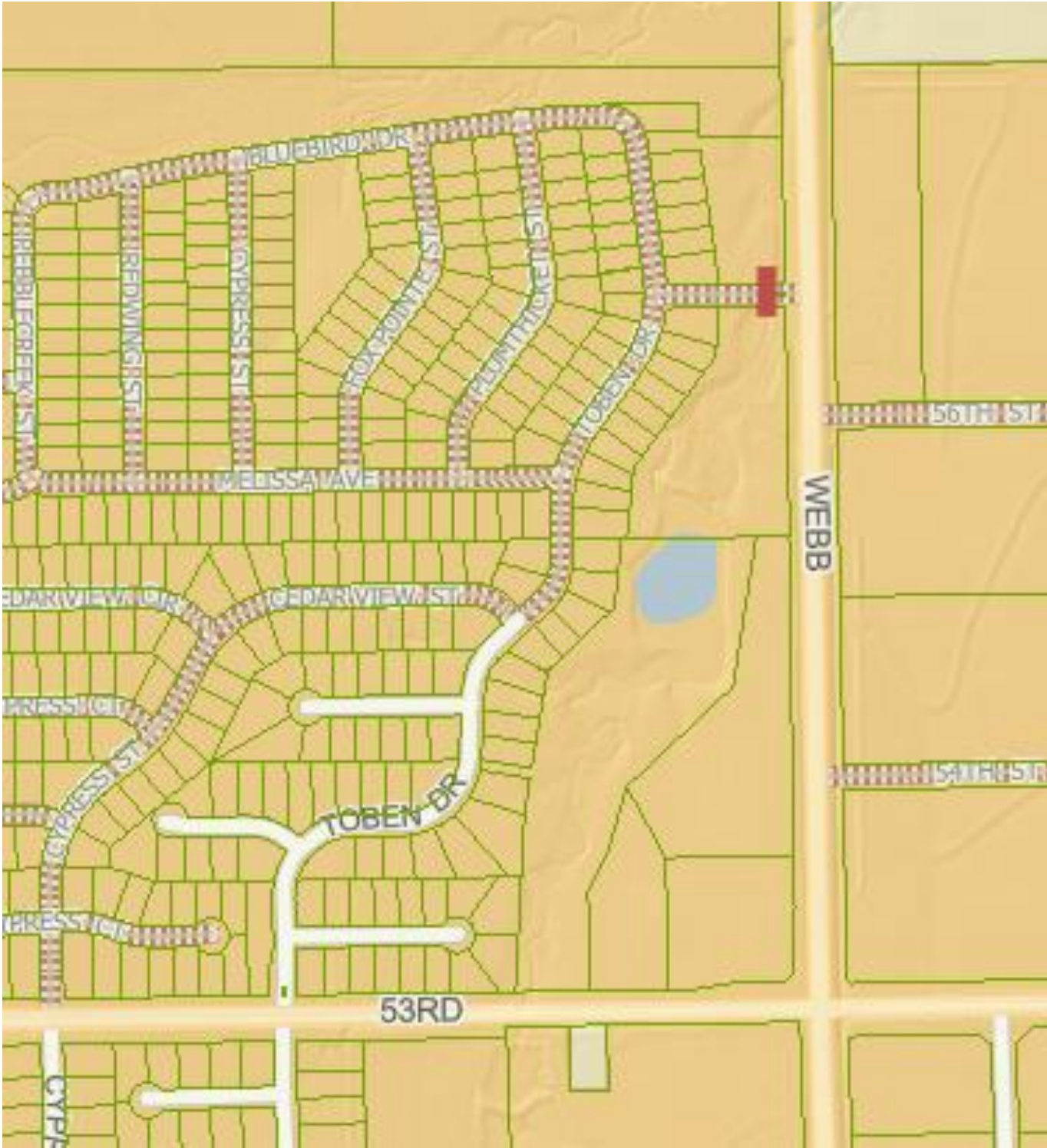
Jim Benage, Mayor
Owner (Authorized Signature) Date

Attest:

Melissa Krehbiel, City Clerk

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EXHIBIT A



SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR DESIGN SERVICES

(Sunflower Commerce Park 3rd Addition, Phase II Infrastructure)

This Supplemental Agreement No. 1, is made and entered into this 7th day of April, 2026, by and between the City of Bel Aire, Kansas, a Municipal Corporation, (hereinafter called “City”) and Short Elliott Hendrickson, Inc., whose principal office is at 15750 West Dodge Road, Suite 304, Omaha, Nebraska, 68118, Telephone Number (402) 830-5855, (hereinafter called “Consultant”).

WHEREAS, the City and Consultant entered into an Agreement dated November 19, 2025 (hereinafter “Original Agreement”) for Design Services; and

WHEREAS, the City and Consultant desire to modify certain terms of the Original Agreement as set forth herein;

NOW, THEREFORE, the parties hereto agree as follows:

1. Incorporation of Original Agreement. Except as expressly modified by this Supplemental Agreement, all terms, conditions, provisions, and obligations of the Original Agreement are hereby incorporated by reference and remain in full force and effect.
2. Modifications to Original Agreement. The Original Agreement is hereby amended as follows:
3. Scope of Services: This Supplemental Agreement includes the evaluation, design, and coordination required to extend an existing sanitary sewer main to the project site. This additional design will be incorporated into the original plan set but bid as a separate group for record keeping purposes.
 - A. Boundary / Topographic Survey:
 - i. Boundary and topographic survey to be completed prior to design.
 - B. Civil Design:
 - i. Develop additional sanitary sewer routing and design
 - ii. Submit Final Plans for sanitary sewer plan and profile sheets to City staff for review
 - iii. Send plans to local utility companies for review and relocation coordination, as necessary
 - iv. Send plans to City of Bel Aire for review and comment, and make revisions as necessary
 - v. Send plans to Kansas Dept. of Health and Environment (KDHE) for review and permitting

vi. Make final revisions and incorporate comments from City staff and KDHE from Final Plans review

C. Exclusions:

i. Utility easement descriptions / documents

4. Compensation. The Original Agreement cost of \$245,500.00 is amended to include this Supplemental Agreement in the amount of \$11,900.00, resulting in a new total contract price of \$257,400.00.

All provisions of the Original Agreement not expressly modified by this Supplemental Agreement No. 1 shall remain unchanged.

5. Additional Time for Completion. Consultant has staff available to begin work within one (1) week of the execution of this Supplemental Agreement. The survey is anticipated to occur three (3) weeks from the receipt of a signed Supplemental Agreement. Design will take three (3) weeks to complete. Consultant expects the scope of this Supplemental Agreement to be completed within six (6) weeks of beginning work.

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APPROVED by the Governing Body of the City of Bel Aire, Kansas, on the 7th day of April, 2026.

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

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

APPROVED AS TO FORM ONLY:

Melissa Krehbiel, City Clerk

Maria A. Schrock, City Attorney

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

SHORT ELLIOTT HENDRICKSON, INC.

(Authorized Signature: Name, Title)
Samantha Ghareeb, Project Manager

CITY OF BEL AIRE
STAFF REPORT

DATE: March 31, 2026

TO: City Manager

FROM: Marty McGee, Public Works Director

Water- This month we have changed the Colorimeter in the North water tower. We have taken the water samples for KDHE and sent them off. On 3-2-26 we had a 4" water main break at 4335 Belmore street, there were 23 residents without water service for 3.5 hours. Staff repaired the main, pictures included below. UMC will be pouring the driveway approach on April 2nd

UMC will also re-pour the concrete driveways at Bel Aire Park on April 2nd that was taken out due to a water main break in February. Three bids were collected for the repair needed. UMC, Pearsons and Beran Concrete. UMC was the lowest bidder.

Streets- All the ditches around town have had the trash removed and are ready for the first mowing of the season. We have filled several potholes this month and will continue to keep up with the maintenance as needed. All Aurora Park dirt roads have been graded this month, Once Kansas Paving completes the ditch work in Aurora Park Public Works will start re-grading the dirt roads and placing the one-inch hard rock that was purchased last year. This project will start the first week of April. On 3-10-26 we had street flooding at Tierra Verde; staff closed the road overnight to allow the water to subside. The next morning staff were on sight to remove the barricades and clean the inlet to allow proper flow. A picture of the flooding is included below.

Sewer- The sewer cleaning and televising is off to a slow start due to some staff turnover. We will continue to follow the yearly plan and will have an estimate of repairs needed by the end of the year. On 3-10-26 the air release valve at the 37th and Harding lift station failed causing sewer to enter the vault. UMC was called out to repair the release valve the next morning. We are having problems shutting the force main down and would recommend adding a valve outside the 37th street lift station as soon as possible. There is only one valve that allows the force main to be shutdown and it is located at 45th and Oliver. This is almost a mile of head pressure on the pipe not allowing staff to complete the repairs in a timely manner. If the valve on 45th and Oliver fails, we would have no way of shutting the force main down. Picture included below of the air release valve leaking. The 53rd Street, Rock Road and 37th Street lift stations have all been cleaned this month. On 3-31 the Rock Road lift station had a transducer failure causing the lift station to go into high alarm. JCI was called out to install a new transducer and complete the wiring.

Parks- Staff has serviced all lawn mowers and are ready for the mowing season. We have purchased several new batteries for the mowers this month. Bel Aire Park had a new pole and electrical connections installed for the irrigation; this was needed because last year the storm blew down the telephone pole that controlled the power to the sprinkler system. We are waiting on Evergy to complete their part of the installation before the sprinklers are operational. On 3-27-26 we had a tree fall blocking the roadway at 4700 Glendale Street, PW removed the tree and cleaned the street; pictures included below.

Vehicles- Several of our vehicles have been serviced this month and parts have been replaced as needed.

Special events- Flooding at Rock Road and 45th. The flooding is on the Wichita easement and Gary Janzen the Wichita public works director has been notified about this issue. Gary has a crew investigating the problem. The west side of Rock Road is our problem and will be addressed as soon as we have a warmer day as staff will have to wade in the water to clear the beaver dams. The storm drains at 45th and Dundee has been cleaned to allow water to flow properly, picture included below.

Jon Stehman attended a 3-day KRWA Water conference to obtain his water credits for the year.

Jon and I attended a DOT Drug and Alcohol Training course on 3-11-2026 at City Hall.

The Spring Festival was held at the Rec-Center 3-28-26 Public Works attended the Festival showing the residents our vehicles and answering questions. We had the mini excavator, backhoe and our crane truck on display.



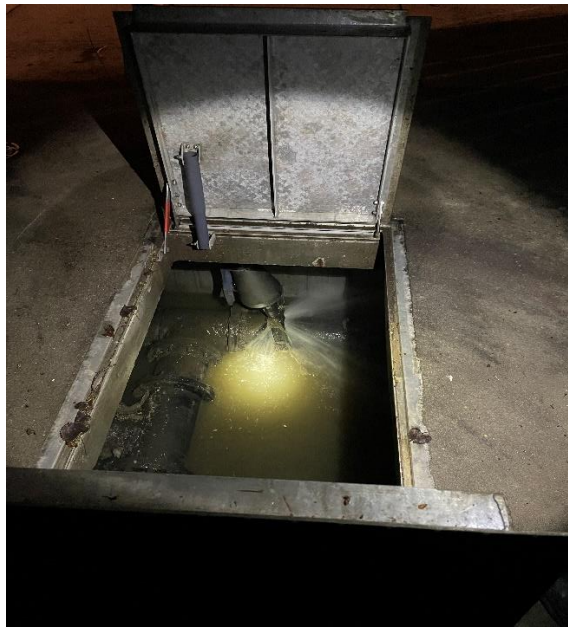
4335 Belmore water leak



45th and Dundee storm drain cleaning



Tierra Verde flooding 3-10-26



37th lift station air release valve failure



Mulching City Hall



4700 Glendale Street



Glendale street clean up controller



Bel Aire Park new electrical pole and sprinkler



New net installed at Bel Aire Park tennis court

MANAGER’S REPORT

DATE: April 2, 2026
TO: Mayor Benage and City Council
FROM: Ted Henry, City Manager
RE: April 7, 2026 Agenda



Appropriations Ordinance

This appropriation ordinance encompasses 03/11/2026 through 03/31/2026 expenses and two payroll cycles. Expenditures amounted to \$836,475.13. Of the reported expenses, \$6,137.52 are infrastructure costs for new developments. These costs are paid through special assessments.

City Requested Appearances

Rebecca Armstrong and Bruce Roepke will give a presentation about Tree Board activities.

2026 PD Vehicle Purchase (Item A)

The City of Bel Aire Police Department maintains a fleet of seven patrol vehicles. All are fully marked patrol vehicles equipped with audio/visual recording devices, radios, emergency lighting, prisoner transport systems, weapons and additional small items for traffic control and working cases in the field. To balance out the mileage of the vehicles, the police department works to move the vehicles around on the shifts. This helps balance out the mileage according to the age of the vehicles. There is no concern about abuse of the equipment. Police patrol vehicles are often used around the clock, on city streets, country roads, and often off-road to accomplish the policing purpose. These are not family transport vehicles.

As the Ford vehicles near the end of their police patrol life cycle, which is around 80,000 miles, they require more maintenance. It is a challenge to keep the vehicles in operation even with regular maintenance when the vehicles go beyond 80,000 miles. The police department has Ford vehicles that need to be removed from the fleet as their mileage is beyond 80,000 miles. On 02-04-2026, a Ford Explorer, the next one to rotate out of the fleet, had to be towed to Rusty Eck due to transmission issues. The police department was notified on 02-05-2026 that it would cost at least \$7,339 to repair the vehicle. The vehicle has 100,000 miles on the odometer.

Staff reached out to local dealerships and received competitive quotes from three dealerships. Chief Atteberry has provided a detailed report in your packet. Staff are recommending the purchase of a 2026 Dodge Durango Police vehicle for \$42,515.

Final Plat for Spring Pines (Item B)

At the Planning Commission meeting on December 12, 2024, the final plat for Spring Pines (SD-24-03) was reviewed and approved by a vote of 5-0. After the Planning Commission’s approval of the final plat, the property owner did not move forward with submitting the final plat, petitions and development agreement for approval by the City Council. In August/September of 2025, the owner provided petition information and city staff provided a draft development agreement for approval and signature by the owner. The case did not move forward for City Council approval at that time. In January/February of 2026, the owner’s representative reached out the City and

advised they would be submitting the final plat application for City Council approval. The final plat document has been reviewed, and it conforms with the approved final plat approved by the Planning Commission on December 12, 2024. Petitions and the development agreement were reviewed and have been finalized with developer signatures. Paula Downs has provided a staff report and will be available for questions. Staff recommend approval of the final plat.

Development Agreement for Spring Pines (Item C)

The development agreement sets out the responsibilities of the Developer and the City before, during and after construction. City staff have reviewed the agreement and recommend approval.

Revised Bid for Sanitary Sewer and Storm Sewer, Chapel Landing 7th

Bids for the water, sanitary sewer and storm sewer improvements to serve Chapel Landing 7th were accepted on June 24, 2025. Two contractors provided bids, with Nowak Construction providing the lowest total bid. However, the majority of the bids were over the Engineer's Estimate and petition amount and the Developer asked for time to decide how they wanted to proceed. The bids were not presented to the Council for this reason. Since the bid-letting, Baughman, the Design Engineer, has been working with the Developer and the low bidders to discuss potential paths forward.

For the Sanitary Sewer, Baughman has redesigned the plans to raise the flowlines up. The revised plans have been reviewed and approved by the City Engineer. This revision in plans has allowed Nowak to reduce their price for the Sanitary Sewer project by \$150,000.

Regarding water, the Developer has requested to pay for the Design, Construction and Construction Inspection services for the water line privately. These plans have already been approved by the City and a revised Developer's Agreement has been prepared to reflect this change and is being presented to the City Council for approval.

The Storm Sewer petition and resolution have been revised to reflect the increased costs and is being presented to the City Council, along with the accompanying resolution for approval.

The cost of the improvements for these projects will be financed through a bond and spread as special assessments against the benefiting lots. Staff recommend that the City Council accept the revised bid from Nowak Construction for the Sanitary and Storm Sewer Improvements to Chapel Landing 7th in the amount of \$1,056,426.25.

Bids for Aurora Park Ditch Seeding

The original bids for the Aurora Park Paving and Drainage project only included a bid item for seeding in the area of the paving improvements (Base Bid). The remaining portion of the project (Alternate 2) where the ditches were cleaned out did not have a bid item for seeding.

The original plans for the Aurora Park Paving and Drainage project included a note that stated that the project seeding was subsidiary to the cost of the project. However, despite this note, the Base Bid for the project, which included the paving and ditch grading of the north portion of Parkwood and 40th Street, east of Parkwood, included a bid item for project seeding. The alternate for the ditch cleanout did not include this same bid item. Typically, if a note indicating that seeding is subsidiary to the project costs is added to the plans, there will be no separate bid items for project seeding.

This was oversight and confusion was not noticed until the project was nearing completion. The City reached out to three vendors (Countryside, Seeders and Tree Top). Of the three, only Seeders said they could complete the work within the timeframe. Seeders submitted a bid in the amount of \$33,410.00. Kansas Paving also provided a change order for the seeding of the ditches in the amount of \$47,968.25. The change order also included \$83,417.99 for additional potholing of utilities (\$36,363.64 for labor and \$47,054.35 in equipment) plus an additional 15% for overhead and profit on all three items amounting to an additional \$19,707.94 for a grand total request of \$151,094.17. (Staff will not accept this change order)

In your packet, staff have provided a staff report which includes a map, the direct quote from Seeders and a copy of Kansas Paving's Change Order Request #8. The additional costs for the seeding will come from the City's Storm Sewer budget. Staff recommend that the City Council accept the direct quote from Seeders in the amount of \$33,410.00.

Motion to Rescind Change Order No 1, approve Change Order #2 for Bel Aire Lakes (Items F&G)

On the agenda, there are two items regarding this improvement. The first is a motion to rescind a previous change order made by the Council in December. The second, is to approve a new change order, Change Order #2.

The additional subgrade work that was authorized in December 2025 (Change Order No 1) was not sufficient/stout enough to hold up the reinforced box culvert (RCB). After further discussions with the project team and PEC's geotech team, a revised plan has been presented. This Change Order (No. 2) includes two parts – the additional subgrade work for the RCB and the decommissioning of an abandoned well that was found on-site. This change order supersedes and replaces the previously approved Change Order 1. The work that has been performed thus far under Change Order 1 will not be charged twice and the previously approved Change Order 1 and should be rescinded.

RCB Subgrade Foundation Work: The additional subgrade work authorized in December 2025 to shore up the stability of ground underneath the box culvert was not strong enough to support the box. Additionally, there is considerably more water entering the excavation than anticipated. The project team met on February 5th to discuss the current situation and receive guidance for how to proceed. PEC's geotech team was present at the meeting and it was generally agreed to by all present to go back to PEC's original recommendation of over-excavating to a depth of 7' from the flowline of the box. This depth will expose the shale, which should provide a solid surface from which to build up from. A larger aggregate will be used in the lower portion of the excavation with smaller aggregate being used closer to the top of the excavation.

The costs for this change order are significantly higher than the previous change order due to the additional depth, the amount of water that was found during the initial excavation and the need to support existing utilities (16" water line and 8" water line) so the utilities are not damaged due to the size and depth of the excavation needed.

Due to the delay in getting this additional subgrade work approved, it will take Pearson a minimum of two weeks to remobilize their pipe crew back on-site as their pipe crews have been committed to other projects and approximately a month and a half to complete the remaining work.

Decommission Existing Well: An abandoned brick well was found within a copse of trees on the west edge of the RCB excavation. The well is roughly 5' in diameter and when found, was covered with a sheet of plywood. Costs to abandon the well have been included in this change order. The cost to abandon the well has been provided as a Not To Exceed Price, depending on what is found within the well. If the water within the well is just stale water, then the price to abandon the well will be significantly reduced, as there is no remediation work that will need to be performed prior to the decommissioning. If there is found to be any contaminants within the well, special steps will need to be taken to decommission and abandon the well. The pricing for these additional steps has been included in the price provided in the change order.

SEH Design Engineering Supplemental Agreement, SCP 3rd

The Development of the area north of 53rd Street in the Sunflower Commerce Park is proceeding. In reviewing the sanitary sewer needs with Developers, it was determined that a common gravity sanitary sewer main made more sense than individualized lift stations from the continued maintenance aspect of the City. The original platting and utility layout of Sunflower Commerce Park (SCP) 3rd included a small lift station to transport the sewage from the northern lots of SCP 3rd to the existing sanitary sewer line that runs along the south side of 53rd Street. Since the original platting, SCP 4th has been platted and Developers have approached the City regarding developments in the easterly section of SCP 2nd and the unplatted ground to the north. City Staff held a series of meetings with the Engineer's representing SCP 2nd and unplatted area, as well as SCP 3rd. PEC was also present at the meetings as the Engineer behind the Master Sanitary Sewer Plan. The result of these meetings is that a gravity sanitary sewer trunk line can be installed along the half mile line and be able to serve a large portion of these developments, reducing the need for additional lift stations and the continual maintenance and expenses that come along with additional lift stations.

Since SEH is currently working on plans for the final phase of SCP 3rd, it makes sense to have the same engineering firm work on the sanitary sewer trunk line that will then serve this area. This will allow for consistency in the plans and allow the work to be performed at the same time so the development area is not ready before the sewer line. The costs associated with the project will be financed through a general obligation bond and eventually spread as special assessments against the benefiting lots. The Council previously approved an Agreement for Engineering Services with SEH for the design of the municipal infrastructure to serve SCP 3rd, and the Amendment presented modifies the original agreement to include design services for the additional sanitary sewer main.

Executive Session (Item XII)

There is one Executive Session on the agenda.

Discussion And Future Issues

The next scheduled City Council Workshop is April 14th at 7:00 p.m.