



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
June 17, 2025 7:00 PM



I. CALL TO ORDER: Mayor Jim Benage

II. ROLL CALL

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

III. OPENING PRAYER: Father Terry Hedrick

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. DETERMINE AGENDA ADDITIONS

VI. CONSENT AGENDA

A. **Approval of Minutes of the June 3, 2025 City Council meeting.**

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

Motion _____ Second _____ Vote _____

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. **Consideration of Appropriations Ordinance No. 25-11 in the amount of \$790,428.23.**

Action: Motion to (approve / deny / table) Appropriations Ordinance No. 25-11.

Motion _____ Second _____ Vote _____

VIII. CITY REQUESTED APPEARANCES

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

X. REPORTS

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

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

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

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

Action: Motion to (accept / deny / table) the bid from _____ for (asphalt / concrete) paving in the amount of \$_____ for the Bel Aire Lakes Paving and Drainage Project and authorize the Mayor to sign all related documents.

Motion _____ Second _____ Vote _____

B. Consideration of Work Order No. 25-04 with PEC for Construction Administration and Construction Inspection Services for the Bel Aire Lakes Subdivision Mass Grading, Paving and Storm Water Sewer Construction.

Action: Motion to (approve / deny / table) Work Order No. 25-04 with PEC for Construction Administration and Construction Inspection Services for the Bel Aire Lakes Subdivision Storm Water Sewer Construction, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

C. Consideration of a Contract with JCI Industries, Inc., for New Flowserve Pump at 53rd Street Lift Station for \$52,309.00

Action: Motion to (approve / deny / table) a Contract with JCI Industries, Inc., for a new Flowserve Pump at a cost not to exceed \$52,309, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

D. Consideration of approving a permit application from Clinic In A Can for 2025 Public Display of Fireworks.

Action: Motion to (approve / deny / table) the permit application from Clinic In A Can for 2025 Public Display of Fireworks.

Motion _____ Second _____ Vote _____

XII. EXECUTIVE SESSION

A. Executive Session

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

Motion _____ Second _____ Vote _____

XIII. DISCUSSION AND FUTURE ISSUES

XIV. ADJOURNMENT

Action: Motion to adjourn.

Motion _____ Second _____ Vote _____

Additional Attachments:

- A.** Public Works Report - May 2025
- B.** UAC meeting minutes 04-02-25
- C.** Recreation Activities Report - May 2025
- D.** City Manager's Report - June 20, 2025

Notice

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



MINUTES
CITY COUNCIL MEETING
(IMMEDIATELY FOLLOWING
LAND BANK MEETING)
7651 E. Central Park Ave, Bel Aire, KS
June 03, 2025 7:00 PM



I. CALL TO ORDER: Mayor Jim Benage called the meeting to order at 7:07 p.m.

II. ROLL CALL

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

Also present were City Manager Ted Henry, City Attorney Maria Schrock, City Engineer Anne Stephens, Director of Public Works Marty McGee, and City Clerk Melissa Krehbiel.

III. OPENING PRAYER

Father Terry Hedrick was unable to attend. Mayor Jim Benage provided the opening prayer.

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. PROCLAMATION

A. Flag Week - June 8-14, 2025

Mayor Benage read and signed the proclamation.

VI. DETERMINE AGENDA ADDITIONS: There were no additions.

VII. CONSENT AGENDA

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

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

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

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

VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

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

MOTION: Councilmember Dehn moved to approve Appropriations Ordinance No. 25-10. Councilmember Hamburg seconded the motion. ***Motion carried 4-0.***

IX. CITY REQUESTED APPEARANCES

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

Mr. Dane gave a brief report about the Chamber's current membership and upcoming events.

X. CITIZEN CONCERNS: No one spoke.

XI. REPORTS

A. Council Member Reports

Councilmember Hamburg reported on the latest meeting of the Chisholm Creek Utility Authority (CCUA).

Councilmember Dehn attended the May 22nd Vulnerable Road Users event hosted by WAMPO. He plans to attend the annual Cops N 'Bobbies fishing event hosted by the Bel Aire Police Department on June 7th at Central Park pond.

B. Mayor's Report

Mayor Benage reported on the May 22nd CCUA meeting and the Water Re-Use Summit hosted by the City of Wichita.

He reported that Steve Brunk has been appointed to replace Patrick Penn in the 85th District of the Kansas House of Representatives. Mr. Penn recently resigned so that he could take a position in the U.S. Department of Agriculture. Regarding elections, a Primary Election will be held in August for USD 259 Wichita District 1. For the City Council election in November, four candidates are registered.

C. City Attorney Report

City Attorney Maria Schrock briefly reported on a new law, the Kansas Municipal Employee Whistle Blower Act.

D. City Manager Report

City Manager Ted Henry reported on the upcoming Cops N' Bobbers event on June 7th and the Chamber of Commerce's monthly lunch tomorrow. He also reported on recent work by the Public Works Department to improve drainage in certain areas.

XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

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

MOTION: Councilmember Davied moved to approve a Resolution authorizing a 50% ad valorem property tax exemption, for 5 years, to WAM Investments #11, LLC., As Presented and authorize the Mayor to sign. Councilmember Welch seconded the motion. *Motion carried 4-0.*

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

MOTION: Councilmember Hamburg moved to approve the Amendment with Tyler Technologies that incorporates the ERP Pro Payments Service Fee Option, and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 4-0.*

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

MOTION: Councilmember Dehn moved to approve Purchase Contract with NorthRidge Trucking for 752 tons of 1" Hard Rock, at a cost not to exceed \$24,064.00, and authorize the Mayor to sign. Councilmember Welch seconded the motion. *Motion carried 4-0.*

EXECUTIVE SESSION

MOTION: Councilmember Davied 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 the City Manager, City Engineer, City Attorney, and Katherine Chlumsky. The meeting will be for a period of 30 minutes, and the open meeting will resume in City Council Chambers at 8:06 p.m. Councilmember Welch seconded the motion. *Motion carried 4-0.*

The Council then recessed for executive session. At 8:07 p.m., Mayor Benage called the meeting back to order in open session and stated that no binding action had been taken.

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

MOTION: Councilmember Welch moved to Change Order No. 1 to remove the existing dirt stockpile at the Chapel Landing 6th Addition, at a cost not to exceed \$34,500, and authorize the Mayor to sign. Councilmember Dehn seconded the motion. *Motion carried 4-0.*

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

MOTION: Councilmember Hamburg moved to approve the Engagement Letter with Allen, Gibbs & Houlik L.C. for 2024 Annual Audit Services, at a cost not to exceed \$36,500 as presented, and authorize the Mayor to sign. Councilmember Dehn seconded the motion. *Motion carried 4-0.*

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

MOTION: Councilmember Welch moved to approve the Engagement Letter with Allen, Gibbs & Houlik, L.C. for CSLFRF Audit Services, at a cost not to exceed \$7,000 as presented, and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 4-0.*

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

MOTION: Councilmember Dehn moved to adopt an Ordinance Amending the Solid Waste Utility and Curbside Recycling System to Establish Administration Fees and Repeal Ordinance No. 358 as presented and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 4-0.*

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

MOTION: Councilmember Welch moved to approve A Resolution amending the Solid Waste Utility and Curbside Recycling System Fees as presented and authorize the Mayor to sign. Councilmember Hamburg seconded the motion. *Motion carried 4-0.*

[continued, next page]

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

The Council discussed the 2025 Street Maintenance Project and options to deal with unexpected change orders.

MOTION: Councilmember Welch moved to approve a Resolution authorizing the City Manager and Mayor to jointly approve any additional change orders up to a total of \$150,000 to the 2025 Street Maintenance Project. Such change orders will be presented to the city council at the next regularly scheduled meeting for information only since this motion approves the change order in advance subject to the approval of the City Manager and Mayor. Councilmember Dehn seconded the motion. *Motion carried 4-0.*

XIII. EXECUTIVE SESSION – This item was addressed earlier in the meeting.

XIV. DISCUSSION AND FUTURE ISSUES

A. Discussion on 2025 Street Maintenance Program

This item was addressed earlier in the meeting. No further discussion was necessary.

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

Dustin Lohmann, Professional Engineering Consultants, presented the conceptual plan and answered questions and took comments from the Council. No action was taken.

XV. ADJOURNMENT

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

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

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk



City of Bel Aire, KS

AP **ORDINANCE**
By Vendor DBA

Section VII, Item A.

Payment Dates 5/28/2025 - 6/10/2025

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 0178 -					
AFLAC	EMPLOYEE MONTHLY PREMI...	06/05/2025	06/01/2025		545.62
AFLAC	EMPLOYEE MONTHLY PREMI...	06/05/2025	06/01/2025		138.08
Vendor DBA 0178 - AFLAC Total:					683.70
Vendor DBA: 2122 -					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	05/28/2025	06/06/2025		19.50
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	05/28/2025	06/06/2025		11.70
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	05/28/2025	06/06/2025		23.40
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	05/28/2025	06/06/2025		23.40
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	06/02/2025	06/06/2025		16.25
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	06/02/2025	06/06/2025		9.75
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	06/02/2025	06/06/2025		19.50
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINAT...	06/02/2025	06/06/2025		19.50
Vendor DBA 2122 - AIR CAPITOL EXTERMINATING Total:					143.00
Vendor DBA: 1548 -					
ALLEN, GIBBS & HOULIK, LC/A...	2024 AUDIT PROGRESS	06/03/2025	06/06/2025		6,000.00
Vendor DBA 1548 - ALLEN, GIBBS & HOULIK, LC/AGH Total:					6,000.00
Vendor DBA: 1993 -					
ANNE STEPHENS	PER DIEM-KSPE ANNUAL CON...	06/03/2025	06/06/2025		304.20
Vendor DBA 1993 - ANNE STEPHENS Total:					304.20
Vendor DBA: 2790 -					
ARC PHYSICAL THERAPY PLUS	PRE-EMPLOYEMNT SCREENING	06/03/2025	06/06/2025		35.00
ARC PHYSICAL THERAPY PLUS	PRE-EMPLOYEMNT SCREENING	06/03/2025	06/06/2025		245.00
Vendor DBA 2790 - ARC PHYSICAL THERAPY PLUS Total:					280.00
Vendor DBA: 2784 -					
BETHANY K SMITH	YOUTH SPORTS OFFICIAL	06/04/2025	06/06/2025		33.00
Vendor DBA 2784 - BETHANY K SMITH Total:					33.00
Vendor DBA: 2602 -					
BRENNA KIRBY	YOUTH SPORTS OFFICIAL	06/04/2025	06/06/2025		20.00
Vendor DBA 2602 - BRENNNA KIRBY Total:					20.00
Vendor DBA: 2164 -					
CHRISTOPHER HARDWICK	YOUTH SPORTS OFFICIAL	06/04/2025	06/06/2025		50.00
Vendor DBA 2164 - CHRISTOPHER HARDWICK Total:					50.00
Vendor DBA: 0028 -					
CINTAS CORPORATION	PW UNIFORMS	05/23/2025	05/30/2025		83.84
CINTAS CORPORATION	PW UNIFORMS	05/23/2025	05/30/2025		42.20
CINTAS CORPORATION	PW UNIFORMS	05/23/2025	05/30/2025		163.82
CINTAS CORPORATION	PW UNIFORMS	05/23/2025	05/30/2025		86.42
CINTAS CORPORATION	PD MATS	05/28/2025	05/30/2025		137.02
CINTAS CORPORATION	PW UNIFORMS/TOWELS	06/03/2025	06/06/2025		130.28
CINTAS CORPORATION	PW UNIFORMS/TOWELS	06/03/2025	06/06/2025		89.38
CINTAS CORPORATION	PW UNIFORMS/TOWELS	06/03/2025	06/06/2025		243.82
CINTAS CORPORATION	PW UNIFORMS/TOWELS	06/03/2025	06/06/2025		133.30
CINTAS CORPORATION	PD MATS	06/03/2025	06/06/2025		137.02
Vendor DBA 0028 - CINTAS CORPORATION Total:					1,247.10
Vendor DBA: 0852 - CINTAS CORPORATION					
CINTAS CORPORATION	PD: RESTOCK FIRST AID	05/28/2025	05/30/2025		329.99
CINTAS CORPORATION	PW: RESTOCK FIRST AID	05/28/2025	05/30/2025		75.15
CINTAS CORPORATION	PW: RESTOCK FIRST AID	05/28/2025	05/30/2025		75.16
CINTAS CORPORATION	PW: RESTOCK FIRST AID	05/28/2025	05/30/2025		75.16

AP ORDINANCE

Payment Date

Section VII, Item A.

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
CINTAS CORPORATION	PW: RESTOCK FIRST AID	05/28/2025	05/30/2025		75.16
Vendor DBA 0852 - CINTAS CORPORATION Total:					630.62
Vendor DBA: 2960 -					
COMBINED SYSTEMS INC.	TRAINING	06/03/2025	06/06/2025		670.00
Vendor DBA 2960 - COMBINED SYSTEMS INC. Total:					670.00
Vendor DBA: 0685 -					
COUNTRYSIDE LAWN & TREE ...	FERTILIZER-PARKS	06/03/2025	06/06/2025		105.00
COUNTRYSIDE LAWN & TREE ...	FERTILIZER-PARKS	06/03/2025	06/06/2025		255.00
COUNTRYSIDE LAWN & TREE ...	FERTILIZER-STREETS-ROUNDA...	06/03/2025	06/06/2025		365.00
COUNTRYSIDE LAWN & TREE ...	FERTILIZER-CH	06/03/2025	06/06/2025		1,365.00
COUNTRYSIDE LAWN & TREE ...	FERTILIZER	06/03/2025	06/06/2025		155.00
COUNTRYSIDE LAWN & TREE ...	FERTILIZER	06/03/2025	06/06/2025		655.00
Vendor DBA 0685 - COUNTRYSIDE LAWN & TREE CARE Total:					2,900.00
Vendor DBA: 1978 -					
CRAIG A MCCOSKEY	CONTRACT MOWING	06/03/2025	06/06/2025		400.00
Vendor DBA 1978 - CRAIG A MCCOSKEY Total:					400.00
Vendor DBA: 0291 - CUMMINS SALES & SERVICE					
CUMMINS SALES & SERVICE	GENERATOR MAINTENANCE	06/13/2025	05/30/2025		480.62
Vendor DBA 0291 - CUMMINS SALES & SERVICE Total:					480.62
Vendor DBA: 0032 -					
DELTA DENTAL PLAN of KANS...	06/25 MONTHLY PREMIUM	06/01/2025	06/01/2025		2,255.08
DELTA DENTAL PLAN of KANS...	06/25 MONTHLY PREMIUM	06/01/2025	06/01/2025		172.14
DELTA DENTAL PLAN of KANS...	06/25 MONTHLY PREMIUM	06/01/2025	06/01/2025		451.95
Vendor DBA 0032 - DELTA DENTAL PLAN of KANSAS Total:					2,879.17
Vendor DBA: 0214 -					
DIGITAL OFFICE SYSTEMS - DOS PD COPIER OVERAGE		06/03/2025	06/06/2025		43.84
Vendor DBA 0214 - DIGITAL OFFICE SYSTEMS - DOS Total:					43.84
Vendor DBA: 2326 -					
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	06/03/2025	06/06/2025		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	06/03/2025	06/06/2025		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	06/03/2025	06/06/2025		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	06/03/2025	06/06/2025		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	06/03/2025	06/06/2025		90.00
Vendor DBA 2326 - ECITY TRANSACTIONS, LLC Total:					450.00
Vendor DBA: 2805 -					
ELLIE WILKINS	YOUTH SPORTS OFFICIAL	06/04/2025	06/06/2025		45.00
Vendor DBA 2805 - ELLIE WILKINS Total:					45.00
Vendor DBA: 1802 -					
EMPOWER RETIREMENT 457	457 CITY MANAGER	06/05/2025	06/05/2025		540.00
EMPOWER RETIREMENT 457	457 EMP VOLUNTARY	06/05/2025	06/05/2025		612.00
Vendor DBA 1802 - EMPOWER RETIREMENT 457 Total:					1,152.00
Vendor DBA: 0046 -					
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	06/05/2025	06/05/2025		46.61
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	06/05/2025	06/05/2025		26.62
EVERGY KANSAS CENTRAL INC	FOUNTAINS	06/05/2025	06/05/2025		186.08
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	06/05/2025	06/05/2025		27.10
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	06/05/2025	06/05/2025		47.52
EVERGY KANSAS CENTRAL INC	LIFT STATION	06/05/2025	06/05/2025		725.12
EVERGY KANSAS CENTRAL INC	STORM SIREN	06/05/2025	06/05/2025		28.85
EVERGY KANSAS CENTRAL INC	FOUNTAINS	06/05/2025	06/05/2025		118.30
EVERGY KANSAS CENTRAL INC	LIFT STATION	06/05/2025	06/05/2025		26.55
EVERGY KANSAS CENTRAL INC	POOL	06/05/2025	06/05/2025		334.97
EVERGY KANSAS CENTRAL INC	MAINT SHOP	06/05/2025	06/06/2025		157.23
EVERGY KANSAS CENTRAL INC	MAINT SHOP	06/05/2025	06/06/2025		94.34
EVERGY KANSAS CENTRAL INC	MAINT SHOP	06/05/2025	06/06/2025		188.67
EVERGY KANSAS CENTRAL INC	MAINT SHOP	06/05/2025	06/06/2025		188.67
EVERGY KANSAS CENTRAL INC	PARKS	06/05/2025	06/05/2025		27.04

AP ORDINANCE

Payment Date

Section VII, Item A.

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	06/05/2025	06/05/2025		43.60
EVERGY KANSAS CENTRAL INC	LIFT STATION	06/05/2025	06/05/2025		55.18
EVERGY KANSAS CENTRAL INC	LIFT STATION	06/05/2025	06/05/2025		161.55
EVERGY KANSAS CENTRAL INC	REC	06/05/2025	06/05/2025		28.12
EVERGY KANSAS CENTRAL INC	WATER TOWER	06/05/2025	06/06/2025		210.47
EVERGY KANSAS CENTRAL INC	REC	06/05/2025	06/05/2025		345.68
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	06/05/2025	06/05/2025		28.36
EVERGY KANSAS CENTRAL INC	LIFT STATION	06/05/2025	06/05/2025		300.47
EVERGY KANSAS CENTRAL INC	CITY HALL	06/05/2025	06/05/2025		1,339.22
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	06/05/2025	06/05/2025		32.59
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	06/05/2025	06/05/2025		71.88
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	06/05/2025	06/05/2025		57.42
EVERGY KANSAS CENTRAL INC	LIFT STATION	06/05/2025	06/05/2025		446.07
EVERGY KANSAS CENTRAL INC	SPRINKLER	06/05/2025	06/05/2025		26.61
EVERGY KANSAS CENTRAL INC	WATER TOWER	06/05/2025	06/06/2025		459.13
EVERGY KANSAS CENTRAL INC	FOUNTAINS	06/05/2025	06/05/2025		83.33
Vendor DBA 0046 - EVERGY KANSAS CENTRAL INC Total:					5,913.35

Vendor DBA: 2654 -

EXPERT AUTO CENTER	PW-MAINTENANCE/REPAIR	06/02/2025	06/06/2025		192.84
EXPERT AUTO CENTER	PW-MAINTENANCE/REPAIR	06/02/2025	06/06/2025		192.84
EXPERT AUTO CENTER	PW-MAINTENANCE/REPAIR	06/02/2025	06/06/2025		192.83
EXPERT AUTO CENTER	PW-MAINTENANCE/REPAIR	06/02/2025	06/06/2025		192.84
EXPERT AUTO CENTER	PD-MAINTENANCE/REPAIR	05/28/2025	05/30/2025		72.98
Vendor DBA 2654 - EXPERT AUTO CENTER Total:					844.33

Vendor DBA: 0587 - FEDEX EXPRESS

FEDEX EXPRESS	WATER SAMPLES	05/28/2025	05/30/2025		59.94
Vendor DBA 0587 - FEDEX EXPRESS Total:					59.94

Vendor DBA: 0010 -

FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	06/05/2025	06/05/2025		13,204.86
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	06/05/2025	06/05/2025		444.78
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	06/05/2025	06/05/2025		1,186.52
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	06/05/2025	06/05/2025		1,411.52
FICA/FEDERAL W/H	FEDERAL W/H TAXES	06/05/2025	06/05/2025		8,328.71
FICA/FEDERAL W/H	FEDERAL W/H TAXES	06/05/2025	06/05/2025		289.97
FICA/FEDERAL W/H	FEDERAL W/H TAXES	06/05/2025	06/05/2025		509.51
FICA/FEDERAL W/H	FEDERAL W/H TAXES	06/05/2025	06/05/2025		902.27
FICA/FEDERAL W/H	MEDICARE/FICA	06/05/2025	06/05/2025		3,088.18
FICA/FEDERAL W/H	MEDICARE/FICA	06/05/2025	06/05/2025		104.02
FICA/FEDERAL W/H	MEDICARE/FICA	06/05/2025	06/05/2025		277.54
FICA/FEDERAL W/H	MEDICARE/FICA	06/05/2025	06/05/2025		330.06
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	06/05/2025	06/05/2025		282.06
FICA/FEDERAL W/H	FEDERAL W/H TAXES	06/05/2025	06/05/2025		328.96
FICA/FEDERAL W/H	MEDICARE/FICA	06/05/2025	06/05/2025		65.96
Vendor DBA 0010 - FICA/FEDERAL W/H Total:					30,754.92

Vendor DBA: 2608 -

FOP LEGAL DEFENSE PLAN	BRANDON GIBSON-DEFENSE P...	04/23/2025	05/30/2025		72.00
FOP LEGAL DEFENSE PLAN	KIMBERLY LOPEZ-DEFENSE PL...	04/23/2025	05/30/2025		72.00
FOP LEGAL DEFENSE PLAN	LEGAL DEFENSE PLAN	04/23/2025	05/30/2025		72.00
FOP LEGAL DEFENSE PLAN	SHAUN DAVIS-DEFENSE PLAN	04/23/2025	05/30/2025		72.00
FOP LEGAL DEFENSE PLAN	VIRGINIA CRICE-SCRIBNER-DE...	04/23/2025	05/30/2025		72.00
Vendor DBA 2608 - FOP LEGAL DEFENSE PLAN Total:					360.00

Vendor DBA: 0068 -

GALLS, LLC	UNIFORMS-PD	06/03/2025	06/06/2025		61.71
Vendor DBA 0068 - GALLS, LLC Total:					61.71

Vendor DBA: 0424 -

GRAINGER, INC	CONSTRUCTION MATERIAL/S...	05/27/2025	05/30/2025		106.45
GRAINGER, INC	STORAGE UNIT-EQUIPMENT	06/03/2025	06/06/2025		1,279.35
Vendor DBA 0424 - GRAINGER, INC Total:					1,385.80

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 2599 - HALL'S CULLIGAN WATER					
HALL'S CULLIGAN WATER	WATER SERVICE - PD	05/28/2025	05/30/2025		29.50
HALL'S CULLIGAN WATER	WATER SERVICE-CH	05/28/2025	05/30/2025		38.50
HALL'S CULLIGAN WATER	WATER SERVICE - PW	05/28/2025	05/30/2025		5.47
HALL'S CULLIGAN WATER	WATER SERVICE - PW	05/28/2025	05/30/2025		5.48
HALL'S CULLIGAN WATER	WATER SERVICE - PW	05/28/2025	05/30/2025		5.48
HALL'S CULLIGAN WATER	WATER SERVICE - PW	05/28/2025	05/30/2025		5.47
Vendor DBA 2599 - HALL'S CULLIGAN WATER Total:					89.90
Vendor DBA: 0241 -					
HAWKS INTER-STATE PESTMA...	REC-HAWKS PEST CONTROL	05/28/2025	05/30/2025		83.76
Vendor DBA 0241 - HAWKS INTER-STATE PESTMASTERS Total:					83.76
Vendor DBA: 2438 -					
IMA FINANCIAL GROUP, INC	HEALTH BENEFITS ADMIN JULY..	06/03/2025	06/06/2025		833.00
Vendor DBA 2438 - IMA FINANCIAL GROUP, INC Total:					833.00
Vendor DBA: 2582 -					
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/27/2025	05/30/2025		326.20
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/27/2025	05/30/2025		164.78
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/27/2025	05/30/2025		494.35
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/27/2025	05/30/2025		494.35
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/27/2025	05/30/2025		164.78
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/27/2025	05/30/2025		326.20
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/27/2025	05/30/2025		2,811.41
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/27/2025	05/30/2025		659.13
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/27/2025	05/30/2025		326.20
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/27/2025	05/30/2025		823.91
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/27/2025	05/30/2025		164.78
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/27/2025	05/30/2025		823.91
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	05/27/2025	05/30/2025		827.28
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/03/2025	06/06/2025		79.37
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/03/2025	06/06/2025		40.10
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/03/2025	06/06/2025		120.29
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/03/2025	06/06/2025		120.29
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/03/2025	06/06/2025		40.10
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/03/2025	06/06/2025		79.37
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/03/2025	06/06/2025		684.08
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/03/2025	06/06/2025		160.38
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/03/2025	06/06/2025		79.37
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/03/2025	06/06/2025		200.48
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/03/2025	06/06/2025		40.10
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/03/2025	06/06/2025		200.48
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	06/03/2025	06/06/2025		201.30
Vendor DBA 2582 - IMAGINE IT INC Total:					10,452.99
Vendor DBA: 0483 - INTERSTATE ALL BATTERY CNT					
INTERSTATE ALL BATTERY CNT	BATTERIES	05/28/2025	05/30/2025		41.84
Vendor DBA 0483 - INTERSTATE ALL BATTERY CNT Total:					41.84
Vendor DBA: 2786 -					
JAY C HINKEL, ATTORNEY AT L...	LEGAL SERVICES	06/02/2025	06/06/2025		1,683.00
JAY C HINKEL, ATTORNEY AT L...	LEAGAL SERVICES	06/02/2025	06/06/2025		264.00
JAY C HINKEL, ATTORNEY AT L...	LEGAL SERVICES	06/02/2025	06/06/2025		143.55
JAY C HINKEL, ATTORNEY AT L...	LEGAL SERVICES	06/02/2025	06/06/2025		1,306.81
Vendor DBA 2786 - JAY C HINKEL, ATTORNEY AT LAW Total:					3,397.36
Vendor DBA: 2290 -					
JEFFREY HARDWICK	YOUTH SPORTS OFFICIAL	06/04/2025	06/06/2025		100.00
Vendor DBA 2290 - JEFFREY HARDWICK Total:					100.00
Vendor DBA: 1665 -					
JOY K WILLIAMS, ATTY AT LAW	PROSECUTOR SVC	06/02/2025	06/06/2025		585.00
Vendor DBA 1665 - JOY K WILLIAMS, ATTY AT LAW Total:					585.00

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 0196 -					
K P E R S	KP&F	06/05/2025	06/05/2025		13,426.37
K P E R S	KPERS 1	06/05/2025	06/05/2025		916.54
K P E R S	KPERS 1	06/05/2025	06/05/2025		542.09
K P E R S	KPERS 1	06/05/2025	06/05/2025		367.36
K P E R S	KPERS 1	06/05/2025	06/05/2025		410.43
K P E R S	KPERS 2	06/05/2025	06/05/2025		1,979.65
K P E R S	KPERS 2	06/05/2025	06/05/2025		312.78
K P E R S	KPERS 3	06/05/2025	06/05/2025		7,059.61
K P E R S	KPERS 3	06/05/2025	06/05/2025		994.68
K P E R S	KPERS 3	06/05/2025	06/05/2025		1,556.06
Vendor DBA 0196 - K P E R S Total:					27,565.57
Vendor DBA: 2693 -					
KAMERON KONDA	YOUTH SPORTS OFFICIAL	06/04/2025	06/06/2025		30.00
Vendor DBA 2693 - KAMERON KONDA Total:					30.00
Vendor DBA: 0197 -					
KANSAS DEPT OF REVENUE	KS STATE W/H	06/05/2025	06/05/2025		5,025.16
KANSAS DEPT OF REVENUE	KS STATE W/H	06/05/2025	06/05/2025		156.09
KANSAS DEPT OF REVENUE	KS STATE W/H	06/05/2025	06/05/2025		412.03
KANSAS DEPT OF REVENUE	KS STATE W/H	06/05/2025	06/05/2025		532.91
KANSAS DEPT OF REVENUE	KS STATE W/H	06/05/2025	06/05/2025		126.93
Vendor DBA 0197 - KANSAS DEPT OF REVENUE Total:					6,253.12
Vendor DBA: 0799 -					
KANSAS DEPT OF TRANSPORT...	RAIL SPUR LOAN PAYMENT #1...	06/04/2025	06/06/2025		3,838.51
KANSAS DEPT OF TRANSPORT...	RAIL SPUR LOAN PAYMENT #1...	06/04/2025	06/06/2025		38.55
KANSAS DEPT OF TRANSPORT...	RAIL SPUR LOAN PAYMENT #1...	06/04/2025	06/06/2025		3,857.74
KANSAS DEPT OF TRANSPORT...	RAIL SPUR LOAN PAYMENT #1...	06/04/2025	06/06/2025		19.32
Vendor DBA 0799 - KANSAS DEPT OF TRANSPORTATION Total:					7,754.12
Vendor DBA: 0274 -					
KANSAS GOLF & TURF, INC	VEHICLE/EQUIP -LEASE/PURC...	05/28/2025	05/30/2025		9,570.75
KANSAS GOLF & TURF, INC	MOW EQUIP REPAIR/MAINTEN...	06/03/2025	06/06/2025		306.98
KANSAS GOLF & TURF, INC	MOW EQUIP REPAIR/MAINTEN...	06/03/2025	06/06/2025		25.13
Vendor DBA 0274 - KANSAS GOLF & TURF, INC Total:					9,902.86
Vendor DBA: 2702 -					
KANSAS JUDICIAL BRANCH	PATTERN INSTRUCTIONS FOR ...	05/28/2025	05/30/2025		150.00
Vendor DBA 2702 - KANSAS JUDICIAL BRANCH Total:					150.00
Vendor DBA: 0074 -					
KANSAS STATE TREASURER	COURT FEES	06/02/2025	06/06/2025		203.08
KANSAS STATE TREASURER	COURT FEES	06/02/2025	06/06/2025		1,287.94
KANSAS STATE TREASURER	COURT FEES	06/02/2025	06/06/2025		323.50
KANSAS STATE TREASURER	COURT FEES	06/02/2025	06/06/2025		50.93
KANSAS STATE TREASURER	COURT FEES	06/02/2025	06/06/2025		1,133.75
Vendor DBA 0074 - KANSAS STATE TREASURER Total:					2,999.20
Vendor DBA: 0169 -					
KANSAS STATE TREASURER	BOND PAYMENT	05/30/2025	05/30/2025		136,275.00
KANSAS STATE TREASURER	BOND PAYMENT	05/30/2025	05/30/2025		137,100.00
KANSAS STATE TREASURER	BOND PAYMENT	05/30/2025	05/30/2025	023-8804	143,350.69
Vendor DBA 0169 - KANSAS STATE TREASURER Total:					416,725.69
Vendor DBA: 0208 -					
KEY EQUIPMENT & SUPPLY CO	SUPPLIES	06/03/2025	06/06/2025		2,749.53
Vendor DBA 0208 - KEY EQUIPMENT & SUPPLY CO Total:					2,749.53
Vendor DBA: 1376 -					
KURT KONDA	YOUTH SPORTS OFFICIAL	06/04/2025	06/06/2025		105.00
Vendor DBA 1376 - KURT KONDA Total:					105.00
Vendor DBA: 1392 -					
LAUTZ LAW LLC	COURT APPT. ATTY. SERVICES	06/02/2025	06/06/2025		225.00
Vendor DBA 1392 - LAUTZ LAW LLC Total:					225.00

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 2687 -					
LEASE FINANCE PARTNERS	36822QT:05/25:PD COPIER	05/27/2025	05/30/2025		142.39
Vendor DBA 2687 - LEASE FINANCE PARTNERS Total:					142.39
Vendor DBA: 0264 -					
MARTY A HESS	YOGA INSTRUCTOR	06/04/2025	06/06/2025		120.00
Vendor DBA 0264 - MARTY A HESS Total:					120.00
Vendor DBA: 2584 -					
MICHAEL GORDON	PER DIEM-2025 KCJIS CONFER...	05/27/2025	05/30/2025		131.00
Vendor DBA 2584 - MICHAEL GORDON Total:					131.00
Vendor DBA: 2375 -					
MID-WEST RAILROAD CONST...	RAILROAD TRACK REPAIRS	05/27/2025	05/30/2025		9,483.04
Vendor DBA 2375 - MID-WEST RAILROAD CONSTRUCTION Total:					9,483.04
Vendor DBA: 2804 -					
NATHAN J ATWATER	YOUTH SPORTS OFFICIAL	06/04/2025	06/06/2025		60.00
Vendor DBA 2804 - NATHAN J ATWATER Total:					60.00
Vendor DBA: 1368 -					
OILFIELD SHELTERS, INC.	ROOF REPLACEMENT-DUGOUT	06/03/2025	06/06/2025		1,230.00
Vendor DBA 1368 - OILFIELD SHELTERS, INC. Total:					1,230.00
Vendor DBA: 2248 -					
PARKS INC	VEHICLE REPAIR/MAINT	06/02/2025	06/06/2025		115.00
Vendor DBA 2248 - PARKS INC Total:					115.00
Vendor DBA: 2369 -					
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	05/29/2025	05/30/2025		286.19
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	06/05/2025	06/06/2025		1,123.60
Vendor DBA 2369 - PAYLOCITY CORPORATION Total:					1,409.79
Vendor DBA: 2932 -					
PERFORMANCE ARMS, LLC.-C...	EQUIP PURCHASE-SHOTGUNS	05/28/2025	05/30/2025		930.00
Vendor DBA 2932 - PERFORMANCE ARMS, LLC.-CHRISTOPHER A. HARTER Total:					930.00
Vendor DBA: 2732 - PIVOLOCITY					
PIVOLOCITY	ERP IMPLEMENTATION	06/03/2025	06/06/2025		125.00
Vendor DBA 2732 - PIVOLOCITY Total:					125.00
Vendor DBA: 2324 -					
PROFESSIONAL ENGINEERING...	STREET MAINT PROGRAM	06/04/2025	06/06/2025		28,104.15
PROFESSIONAL ENGINEERING...	SKYVIEW PARK	06/04/2025	06/06/2025	025-8026	6,000.00
PROFESSIONAL ENGINEERING...	COMPREHENSIVE LAND USE P...	06/04/2025	06/06/2025		2,650.00
PROFESSIONAL ENGINEERING...	BASE MONTHLY SERVICE	06/04/2025	06/06/2025		10,000.00
PROFESSIONAL ENGINEERING...	WOODLAWN 37TH TO 45TH	06/04/2025	06/06/2025		67,125.00
PROFESSIONAL ENGINEERING...	LAKES ADDITION CO CA	06/04/2025	06/06/2025	005-8860	4,161.25
PROFESSIONAL ENGINEERING...	LAKES ADDITION CO CA	06/04/2025	06/06/2025	005-8861	4,161.25
Vendor DBA 2324 - PROFESSIONAL ENGINEERING CONSU Total:					122,201.65
Vendor DBA: 0261 -					
RAVENSRAFT IMPLEMENT IN...	TRACTOR REPAIR PARTS	05/28/2025	05/30/2025		151.18
Vendor DBA 0261 - RAVENSRAFT IMPLEMENT INC. Total:					151.18
Vendor DBA: 1899 - SCKACS					
SCKACS	COURT SERVICES OFFICER	06/02/2025	06/06/2025		400.00
Vendor DBA 1899 - SCKACS Total:					400.00
Vendor DBA: 1953 -					
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	05/29/2025	05/30/2025		23.00
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	05/29/2025	05/30/2025		23.00
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	05/29/2025	05/30/2025		23.00
SUMNERONE - SUMNER GRO...	SUMNER ONE PRINTING CHA...	05/29/2025	05/30/2025		23.00
Vendor DBA 1953 - SUMNERONE - SUMNER GROUP INC Total:					92.00
Vendor DBA: 0369 -					
TERESA WADE	TKW INSTRUCTOR	06/04/2025	06/06/2025		180.00
Vendor DBA 0369 - TERESA WADE Total:					180.00

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
Vendor DBA: 0479 -					
TREE TOP NURSERY & LANDS...	CONTRACT MOWING	06/03/2025	06/06/2025		393.52
TREE TOP NURSERY & LANDS...	CONTRACT MOWING	06/03/2025	06/06/2025		832.00
Vendor DBA 0479 - TREE TOP NURSERY & LANDSCAPE Total:					1,225.52
Vendor DBA: 2523 -					
TYLER LANGFORD	EMPLOYEE PURCHASE REIMB...	06/05/2025	06/06/2025		68.71
Vendor DBA 2523 - TYLER LANGFORD Total:					68.71
Vendor DBA: 0700 -					
ULINE	PARK BENCHES	06/03/2025	06/06/2025		3,083.98
Vendor DBA 0700 - ULINE Total:					3,083.98
Vendor DBA: 1363 -					
UNITED INDUSTRIES INC	POOL CHEMICALS	05/28/2025	05/30/2025		300.25
Vendor DBA 1363 - UNITED INDUSTRIES INC Total:					300.25
Vendor DBA: 0989 -					
VERIZON	CELL PHONE SERVICE	06/05/2025	06/02/2025		919.96
VERIZON	CELL PHONE SERVICE	06/05/2025	06/02/2025		335.37
VERIZON	CELL PHONE SERVICE	06/05/2025	06/02/2025		41.52
VERIZON	CELL PHONE SERVICE	06/05/2025	06/02/2025		720.20
VERIZON	CELL PHONE SERVICE	06/05/2025	06/02/2025		24.34
VERIZON	CELL PHONE SERVICE	06/05/2025	06/02/2025		24.34
VERIZON	CELL PHONE SERVICE	06/05/2025	06/02/2025		244.59
VERIZON	CELL PHONE SERVICE	06/05/2025	06/02/2025		135.91
VERIZON	CELL PHONE SERVICE	06/05/2025	06/02/2025		209.71
VERIZON	CELL PHONE SERVICE	06/05/2025	06/02/2025		135.91
Vendor DBA 0989 - VERIZON Total:					2,791.85
Vendor DBA: 0103 - WICHITA TRACTOR CO.					
WICHITA TRACTOR CO.	VEH/EQUIP REPAIRS & MAINT	06/03/2025	06/06/2025		225.24
WICHITA TRACTOR CO.	VEH/EQUIP REPAIRS & MAINT	06/03/2025	06/06/2025		225.23
WICHITA TRACTOR CO.	VEH/EQUIP REPAIRS & MAINT	06/03/2025	06/06/2025		225.23
WICHITA TRACTOR CO.	VEH/EQUIP REPAIRS & MAINT	06/03/2025	06/06/2025		225.23
Vendor DBA 0103 - WICHITA TRACTOR CO. Total:					900.93
Vendor DBA: 0003 - WILLIAMS JANITORIAL SUPPLY WAREHOUSE					
WILLIAMS JANITORIAL SUPPLY...	JANITORIAL SUPPLIES	05/21/2025	06/06/2025		250.88
Vendor DBA 0003 - WILLIAMS JANITORIAL SUPPLY WAREHOUSE Total:					250.88
Vendor DBA: 2637 -					
WILLOW KIRBY	YOUTH SPORTS OFFICIAL	06/04/2025	06/06/2025		26.00
Vendor DBA 2637 - WILLOW KIRBY Total:					26.00
Vendor DBA: 2957 -					
YVONNE BURRIS	TRAVEL REIMBURSEMENT	02/01/2025	06/06/2025		63.00
YVONNE BURRIS	TRAVEL REIMBURSEMENT	03/01/2025	06/06/2025		46.20
YVONNE BURRIS	TRAVEL REIMBURSEMENT	04/01/2025	06/06/2025		63.00
YVONNE BURRIS	TRAVEL REIMBURSEMENT	05/01/2025	06/06/2025		71.40
Vendor DBA 2957 - YVONNE BURRIS Total:					243.60
Grand Total:					693,499.01

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	188,802.14
200 - Special Street & Highway	32,599.75
315 - Equipment Reserve	9,570.75
320 - Capital Projects Fund 2	425,048.19
355 - Capital Improvement Reserve	8,650.00
410 - Bond & Interest	7,754.12
520 - Water Utility	8,703.46
530 - Sewer Utility	12,370.60
Grand Total:	693,499.01

Account Summary

Account Number	Account Name	Payment Amount
100-000-000-2014	FEDERAL TAX PAYABLE	8,657.67
100-000-000-2016	SOCIAL SECURITY PAYAB...	13,486.92
100-000-000-2018	MEDICARE PAYABLE	3,154.14
100-000-000-2020	STATE TAX PAYABLE	5,152.09
100-000-000-2022	KPERS 1 PAYABLE	916.54
100-000-000-2024	KPERS 2 PAYABLE	1,979.65
100-000-000-2026	KPERS 3 PAYABLE	7,059.61
100-000-000-2028	KP&F PAYABLE	13,426.37
100-000-000-2034	457 DEFERRED COMP P...	1,152.00
100-000-000-2036	AFLAC ACCIDENT PAYAB...	545.62
100-000-000-2056	DENTAL INS PAYABLE	2,255.08
100-000-000-2062	FSA HEALTH PAYABLE	1,409.79
100-000-000-2076	COURT REINST FIXED FEE...	203.08
100-000-000-2078	COURT REINST FEE PAY...	1,287.94
100-000-000-2080	COURT JUDICIAL DOCKET..	323.50
100-000-000-2082	COURT JUDICIAL EDUCAT..	50.93
100-000-000-2084	COURT KLETC FEE PAYAB...	1,133.75
100-100-110-6600	EQUIPMENT	919.96
100-100-110-7014	IT - MANAGED SERVICES	405.57
100-100-110-7024	CONTRACTUAL SERVICES	125.00
100-100-110-7046	COMMUNICATION SERV...	335.37
100-100-110-7800	ENGINEERING SERVICES	67,125.00
100-100-110-7900	ACCOUNTING & AUDITI...	6,000.00
100-100-130-6028	PUBLICATIONS/PRINTING	23.00
100-100-130-6048	TRAINING/CONFERENCE...	304.20
100-100-130-7014	IT - MANAGED SERVICES	204.88
100-100-130-7032	ENGINEERING SERVICES -..	10,000.00
100-100-140-6028	PUBLICATIONS/PRINTING	23.00
100-100-140-6048	TRAINING/CONFERENCE...	243.60
100-100-140-7014	IT - MANAGED SERVICES	614.64
100-100-160-6028	PUBLICATIONS/PRINTING	23.00
100-100-160-7014	IT - MANAGED SERVICES	614.64
100-100-160-7024	CONTRACTUAL SVCS	868.00
100-100-160-7046	COMMUNICATION SERV...	41.52
100-100-170-7014	IT - MANAGED SERVICES	204.88
100-100-170-7804	LEGAL SERVICES	3,397.36
100-120-240-7014	IT - MANAGED SERVICES	405.57
100-120-240-7024	CONTRACTUAL SERVICES	90.00
100-120-240-7026	COURT APPT ATTY/INVE...	225.00
100-120-240-7804	LEGAL SERVICES	985.00
100-120-250-6008	PROFESSIONAL DUES/M...	360.00
100-120-250-6020	IT - COMPUTERS AND E...	43.84
100-120-250-6040	UNIFORMS/CLOTHING	61.71
100-120-250-6046	TRAINING/CONFERENCES	820.00
100-120-250-6048	TRAINING/CONFERENCE...	131.00

Account Summary

Account Number	Account Name	Payment Amount
100-120-250-6056	PETROLEUM PRODUCTS	68.71
100-120-250-6604	VEHICLE REPAIR/MAINT	187.98
100-120-250-7014	IT - MANAGED SERVICES	3,495.49
100-120-250-7024	CONTRACTUAL SERVICES	775.92
100-120-250-7046	COMMUNICATION SERV...	720.20
100-120-250-8000	VEH/EQUIP LEASE/PURC...	930.00
100-130-330-6004	CHEMICALS	955.25
100-130-330-6036	SAFETY EQUIP & SUPPLI...	41.84
100-130-330-7024	CONTRACTUAL SERVICES	245.00
100-130-330-7048	UTILITIES	334.97
100-130-350-6028	PUBLICATIONS/PRINTING	23.00
100-130-350-6034	CLEANING SUPPLIES	250.88
100-130-350-6100	CONSTRUCTION MATER...	1,230.00
100-130-350-6602	VEH/EQUIP REPAIRS & ...	332.11
100-130-350-7014	IT - MANAGED SERVICES	819.51
100-130-350-7024	CONTRACTUAL SERVICES	173.76
100-130-350-7036	INSTRUCTORS	769.00
100-130-350-7046	COMMUNICATION SERV...	24.34
100-130-350-7048	UTILITIES	373.80
100-140-440-7022	MOWING SERVICES	400.00
100-140-440-7024	CONTRACTUAL SERVICES	9,483.04
100-150-510-6004	CHEMICALS	360.00
100-150-510-6040	UNIFORMS/CLOTHING	214.12
100-150-510-6602	VEH/EQUIP REPAIRS & ...	376.42
100-150-510-6604	VEHICLE REPAIR/MAINT	192.84
100-150-510-7014	IT - MANAGED SERVICES	405.57
100-150-510-7024	CONTRACTUAL SERVICES	116.37
100-150-510-7046	COMMUNICATION SERV...	24.34
100-150-510-7048	UTILITIES	598.59
100-150-510-8006	PARK EQUIPMENT	3,083.98
100-160-610-7014	IT - MANAGED SERVICES	1,024.39
100-160-610-7024	CONTRACTUAL SERVICES	90.00
100-160-610-7046	COMMUNICATION SERV...	244.59
100-190-910-6004	CHEMICALS	1,365.00
100-190-910-7022	MOWING SERVICES	393.52
100-190-910-7024	CONTRACTUAL SVCS	519.12
100-190-910-7048	UTILITIES	1,368.07
200-000-000-2014	FEDERAL TAX PAYABLE	289.97
200-000-000-2016	SOCIAL SECURITY PAYAB...	444.78
200-000-000-2018	MEDICARE PAYABLE	104.02
200-000-000-2020	STATE TAX PAYABLE	156.09
200-000-000-2022	KPERS 1 PAYABLE	542.09
200-000-000-2036	AFLAC ACCIDENT PAYAB...	138.08
200-210-200-6004	CHEMICALS	520.00
200-210-200-6040	UNIFORMS/CLOTHING	131.58
200-210-200-6602	VEH/EQUIP REPAIRS & ...	225.23
200-210-200-6604	VEHICLE REPAIR/MAINT	192.84
200-210-200-7014	IT - MANAGED SERVICES	204.88
200-210-200-7022	MOWING SERVICES	832.00
200-210-200-7024	CONTRACTUAL SERVICES	102.09
200-210-200-7040	STREET LIGHTING	209.61
200-210-200-7046	COMMUNICATION SERV...	135.91
200-210-200-7048	UTILITIES	266.43
200-210-200-8014	STREET IMPROVEMENTS	28,104.15
315-315-315-8000	VEH/EQUIP LEASE/PURC...	9,570.75
320-320-079-9988	TN 2022B: CAP INTEREST	136,275.00
320-320-094-9988	TN 2023: CAP INTEREST	137,100.00
320-320-320-8804	CIP - CAPITALIZED INTER...	143,350.69

Account Summary

Account Number	Account Name	Payment Amount
320-320-320-8860	INSPECTION - WATER	4,161.25
320-320-320-8861	INSPECTION - SEWER	4,161.25
355-355-355-8014	STREET IMPROVEMENTS	2,650.00
355-355-355-8026	PUB GROUNDS IMPROV...	6,000.00
410-410-410-8700	DEBT SERVICE PRINCIPAL	7,696.25
410-410-410-8702	DEBT SERVICE INTEREST	57.87
520-000-000-2014	FEDERAL TAX PAYABLE	509.51
520-000-000-2016	SOCIAL SECURITY PAYAB...	1,186.52
520-000-000-2018	MEDICARE PAYABLE	277.54
520-000-000-2020	STATE TAX PAYABLE	412.03
520-000-000-2022	KPERS 1 PAYABLE	367.36
520-000-000-2024	KPERS 2 PAYABLE	312.78
520-000-000-2026	KPERS 3 PAYABLE	994.68
520-000-000-2056	DENTAL INS PAYABLE	172.14
520-210-520-6026	POSTAGE	59.94
520-210-520-6040	UNIFORMS/CLOTHING	407.64
520-210-520-6054	MINOR EQUIP: TOOLS,E...	1,279.35
520-210-520-6602	VEH/EQUIP REPAIRS & ...	225.23
520-210-520-6604	VEHICLE REPAIR/MAINT	192.83
520-210-520-7014	IT - MANAGED SERVICES	1,024.39
520-210-520-7024	CONTRACTUAL SERVICES	213.54
520-210-520-7046	COMMUNICATION SERV...	209.71
520-210-520-7048	UTILITIES	858.27
530-000-000-2014	FEDERAL TAX PAYABLE	902.27
530-000-000-2016	SOCIAL SECURITY PAYAB...	1,411.52
530-000-000-2018	MEDICARE PAYABLE	330.06
530-000-000-2020	STATE TAX PAYABLE	532.91
530-000-000-2022	KPERS 1 PAYABLE	410.43
530-000-000-2026	KPERS 3 PAYABLE	1,556.06
530-000-000-2056	DENTAL INS PAYABLE	451.95
530-210-530-6040	UNIFORMS/CLOTHING	219.72
530-210-530-6054	MINOR EQUIP: TOOLS,E...	2,749.53
530-210-530-6500	WASTEWATER SYSTEM ...	106.45
530-210-530-6602	VEH/EQUIP REPAIRS & ...	225.23
530-210-530-6604	VEHICLE REPAIR/MAINT	192.84
530-210-530-6806	LIFT STATION OPERATIO...	1,714.94
530-210-530-7014	IT - MANAGED SERVICES	1,028.58
530-210-530-7024	CONTRACTUAL SERVICES	213.53
530-210-530-7046	COMMUNICATION SERV...	135.91
530-210-530-7048	UTILITIES	188.67
Grand Total:		693,499.01

Project Account Summary

Project Account Key	Payment Amount
None	535,825.82
005-8860	4,161.25
005-8861	4,161.25
023-8804	143,350.69
025-8026	6,000.00
Grand Total:	693,499.01



City of Bel Aire, KS

Section VII, Item A.

Payroll Check Register Report Summary

Pay Period: 5/17/2025-5/30/2025

Packet: PYPKT00153 - PP 05/17-05/30/25 PAID 06/05/2025

Payroll Set: Payroll Set 01 - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	79	95,284.39
Total	79	95,284.39



City of Bel Aire, KS

Payroll Check Register

Report Summary

Pay Period: 5/17/2025-5/30/2025

Packet: PYPKT00156 - PY06.05.24 CORRECTION
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	1	1,644.83
Total	1	1,644.83

Approved 6/11/25
AP ORD 25-11 Total Expenses: \$790,428.23
Special Assessment Project Costs: \$8,322.50

Barry Smith

City of Bel Aire, Kansas

STAFF REPORT

DATE: May 14, 2025

TO: Ted Henry, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: Bel Aire Lakes Paving Bids



BACKGROUND:

The Developer of Bel Aire Lakes is ready to move forward with the construction of the Paving Improvements to support the subdivision.

DISCUSSION:

Certified Engineering Design (CED) worked with the Developer to design the water and sanitary sewer improvements for Bel Aire Lakes. Bids were accepted on April 29th for the project. Four contractors responded to the solicitation.

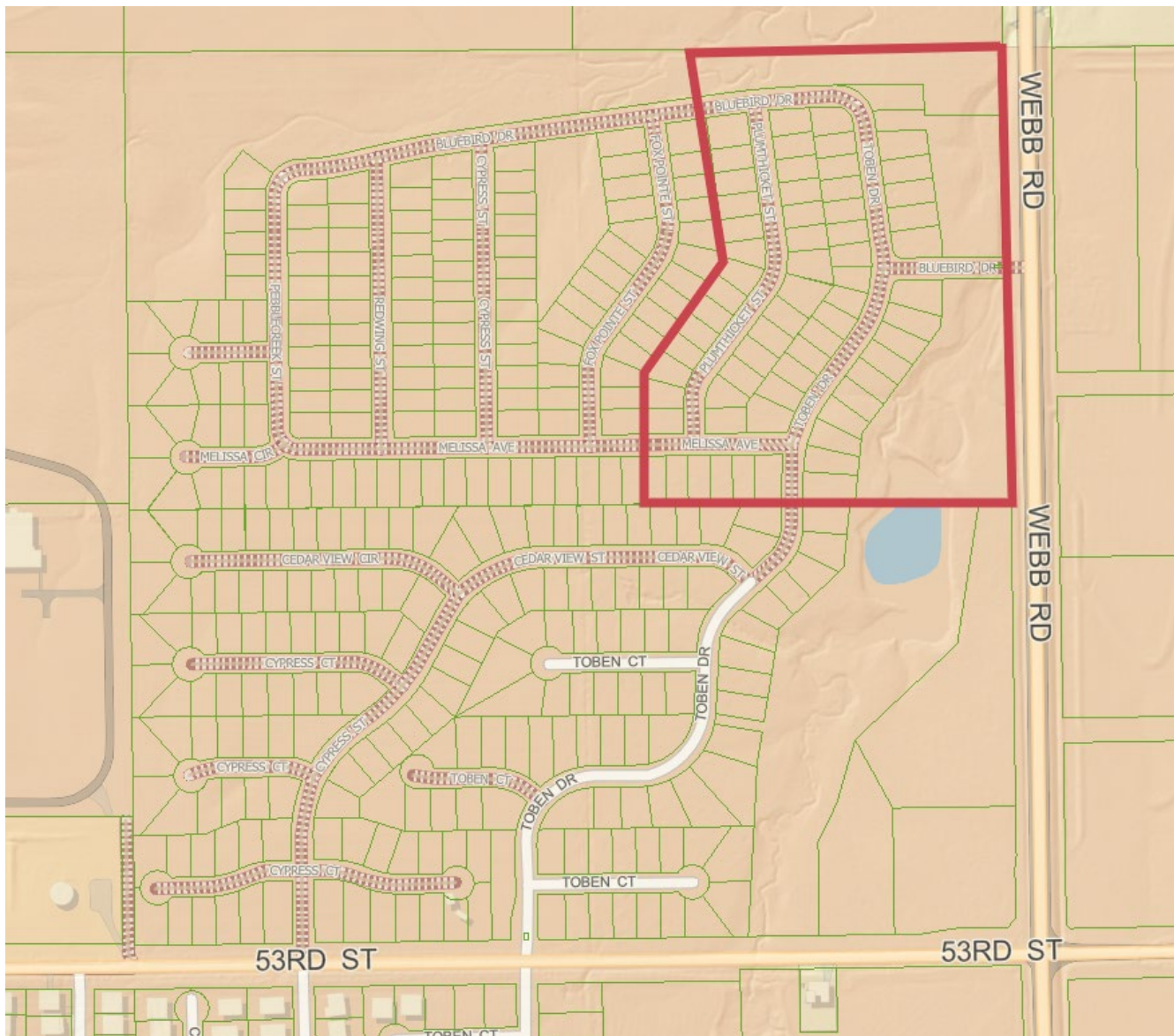
The Base Bid consists of asphalt paving and a pre-cast Reinforced Concrete Box Culvert (RCBC). Alternate A removes the pre-cast RCBC and substitutes a Cast-In Place RCBC. Alternate B is for concrete pavement.

	Engineer's Estimate	APAC	Kansas Paving	Pearson	Prado
Base Bid		\$2,034,478.20	\$1,718,570.25	\$1,685,465.35	No Bid
Add Alt A (Cast-in-Place RCBC)		\$27,631.00	No Bid	\$68,624.00	No Bid
Total Base + Alt A		\$2,062,109.20	No Bid	\$1,754,089.35	No Bid
Add Alt B (Concrete Pavement)		\$429,134.00	\$234,894.40	\$146,809.00	\$477,129.35
Total Base + Alt B		\$2,463,612.20	\$1,953,464.65	\$1,832,274.35	\$1,936,145.60
Total Base + Alt A + Alt B		\$2,491,243.20	No Bid	\$1,900,898.35	No Bid

FINANCIAL CONSIDERATIONS: The low bid fell within the initial petition amount (\$2,150,000). The cost of the improvements for these projects will be financed through a bond and spread as special assessments against the benefiting lots. The total costs for concrete pavement is 8.35% higher than the costs for asphalt pavement from Pearson Construction, who was the low bidder for each option.

The original petition amount for the paving and drainage improvements is \$2,150,000.00. Adjusting the petition amount for creep (calculated at the pro rata of 1 percent per month from and after October 17, 2023), the adjusted amount is \$2,597,435.00. The engineering design cost \$145,590.00. The construction staking costs \$58,236, leaving \$2,393,609.00 for construction, construction inspection and any change orders. Taking the low bid for asphalt leaves us a balance of \$708,143.65 for inspection and any change orders. Taking the low bid for concrete leaves us a balance of \$765,160.65.

RECOMENDATION: Staff recommends that the City Council accept the Base bid plus Alternate B from Pearson Construction, LLC in the amount of \$1,832,274.35.



CERTIFIED ENGINEERING DESIGN, P.A.

1935 WEST MAPLE
WICHITA, KS 67213
(316)262-8808

Section XI, Item A.

**TABULATION OF BIDS
BEL AIRE LAKES ADDITION - STREETS AND DRAINAGE**

(FOR INFORMATION ONLY)

Tuesday, April 29, 2025

Type of Work: Bel Aire Lakes Addition - Streets and Drainage											
Location: Bel Aire, Kansas											
No.	Bidding Item	Total Quantity	Unit	APAC-Kansas, Inc		Kansas Paving		Pearson Construction, LLS		Prado Construction, LLC	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Streets and Drainage Construction Items											
1	Site Clearing	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 134,750.00	\$ 134,750.00	\$ 70,000.00	\$ 70,000.00	\$ 60,000.00	\$ 60,000.00
2	Site Restoration	1	LS	\$ 70,000.00	\$ 70,000.00	\$ 2,000.00	\$ 2,000.00	\$ 20,000.00	\$ 20,000.00	\$ 12,000.00	\$ 12,000.00
3	Mobilization	1	LS	\$ 160,000.00	\$ 160,000.00	\$ 45,000.00	\$ 45,000.00	\$ 55,000.00	\$ 55,000.00	\$ 100,000.00	\$ 100,000.00
4	Contractor Construction Staking	1	LS	\$ 17,750.00	\$ 17,750.00	\$ 17,750.00	\$ 17,750.00	\$ 17,750.00	\$ 17,750.00	\$ 17,750.00	\$ 17,750.00
5	Contractor Construction Testing	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00	\$ 15,000.00	\$ 15,000.00	\$ 28,500.00	\$ 28,500.00
6	Fence Removal	106	LF	\$ 6.00	\$ 636.00	\$ 6.00	\$ 636.00	\$ 10.00	\$ 1,060.00	\$ 10.00	\$ 1,060.00
7	Street Signage	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
8	Sawcut Existing Asphalt at Webb Road	389	LF	\$ 5.00	\$ 1,945.00	\$ 1.50	\$ 583.50	\$ 3.00	\$ 1,167.00	\$ 3.00	\$ 1,167.00
9	A.C. Pavement Removed	331	SY	\$ 10.00	\$ 3,310.00	\$ 10.00	\$ 3,310.00	\$ 5.00	\$ 1,655.00	\$ 5.00	\$ 1,655.00
10	7" Concrete Apron (Reinforced)	317	SY	\$ 80.00	\$ 25,360.00	\$ 70.00	\$ 22,190.00	\$ 66.00	\$ 20,922.00	\$ 62.00	\$ 19,654.00
11	7" P.C.C. Valley Gutter Pavement (Reinforced)	495	SY	\$ 75.00	\$ 37,125.00	\$ 70.00	\$ 34,650.00	\$ 72.00	\$ 35,640.00	\$ 62.00	\$ 30,690.00
12	7" A.C. Pavement (2" SC-1, 15% RAP on 5" BC-1, 35% RAP)	11,293	SY	\$ 29.00	\$ 327,497.00	\$ 25.00	\$ 282,325.00	\$ 28.00	\$ 316,204.00	No Bid	\$ -
13	Crushed Rock Base 5", Reinforced	14,700	SY	\$ 6.80	\$ 99,960.00	\$ 7.50	\$ 110,250.00	\$ 7.50	\$ 110,250.00	\$ 8.85	\$ 130,095.00
14	Subgrade Manipulation	14,700	SY	\$ 0.25	\$ 3,675.00	\$ 0.25	\$ 3,675.00	\$ 0.21	\$ 3,087.00	\$ 0.21	\$ 3,087.00
15	Pavement Markings, 4" (Shoulder Stripe)	250	LF	\$ 2.00	\$ 500.00	\$ 2.00	\$ 500.00	\$ 2.00	\$ 500.00	\$ 3.00	\$ 750.00
16	Pavement Markings, 4" (Center Stripe)	99	LF	\$ 2.00	\$ 198.00	\$ 2.00	\$ 198.00	\$ 2.00	\$ 198.00	\$ 3.00	\$ 297.00
17	Pavement Markings, Stop Bar 24" Wide	26	LF	\$ 20.00	\$ 520.00	\$ 20.00	\$ 520.00	\$ 20.00	\$ 520.00	\$ 30.00	\$ 780.00
18	Pavement Markings, Turn Arrow	2	EA	\$ 300.00	\$ 600.00	\$ 300.00	\$ 600.00	\$ 300.00	\$ 600.00	\$ 400.00	\$ 800.00
19	6" Concrete Sidewalk	17,676	SF	\$ 4.35	\$ 76,890.60	\$ 3.50	\$ 61,866.00	\$ 3.75	\$ 66,285.00	\$ 5.25	\$ 92,799.00
20	6" PVC Schedule 40 Sleeve	66	LF	\$ 25.00	\$ 1,650.00	\$ 30.00	\$ 1,980.00	\$ 10.00	\$ 660.00	\$ 20.00	\$ 1,320.00
21	3' Wide Type I Concrete Flume	758	LF	\$ 65.00	\$ 49,270.00	\$ 15.00	\$ 11,370.00	\$ 24.00	\$ 18,192.00	\$ 30.00	\$ 22,740.00
22	3-5/8" Roll Type Curb, Type 2	5,798	LF	\$ 15.00	\$ 86,970.00	\$ 12.50	\$ 72,475.00	\$ 14.50	\$ 84,071.00	\$ 10.00	\$ 57,980.00
23	6 5/8" Concrete Curb & Gutter, Type 4	636	LF	\$ 21.00	\$ 13,356.00	\$ 15.00	\$ 9,540.00	\$ 17.00	\$ 10,812.00	\$ 12.00	\$ 7,632.00
24	8" Concrete Curb & Gutter, Type 3	186	LF	\$ 35.00	\$ 6,510.00	\$ 15.00	\$ 2,790.00	\$ 26.00	\$ 4,836.00	\$ 15.00	\$ 2,790.00
25	Concrete Curb, Mono Edge (6-5/8" & 1-1/2")	103	LF	\$ 4.25	\$ 437.75	\$ 3.00	\$ 309.00	\$ 6.00	\$ 618.00	\$ 4.00	\$ 412.00
26	Concrete Curb, Mono Edge (3-5/8" RL & 1-1/2")	214	LF	\$ 3.50	\$ 749.00	\$ 3.00	\$ 642.00	\$ 6.00	\$ 1,284.00	\$ 4.00	\$ 856.00
27	Wheelchair Ramp with Detectable Warnings	9	Each	\$ 925.00	\$ 8,325.00	\$ 600.00	\$ 5,400.00	\$ 1,150.00	\$ 10,350.00	\$ 800.00	\$ 7,200.00
28	Inlet Hookup	12	Each	\$ 525.00	\$ 6,300.00	\$ 600.00	\$ 7,200.00	\$ 650.00	\$ 7,800.00	\$ 450.00	\$ 5,400.00
29	Common Excavation	34,325	CY	\$ 4.05	\$ 139,016.25	\$ 4.05	\$ 139,016.25	\$ 2.91	\$ 99,885.75	\$ 2.91	\$ 99,885.75
30	Compacted Fill (95%, ASTM D-698)	5,800	CY	\$ 0.65	\$ 3,770.00	\$ 0.65	\$ 3,770.00	\$ 0.61	\$ 3,538.00	\$ 0.61	\$ 3,538.00
31	Compacted Fill (Type B, MR-90)	17,645	CY	\$ 0.50	\$ 8,822.50	\$ 0.50	\$ 8,822.50	\$ 0.30	\$ 5,293.50	\$ 0.30	\$ 5,293.50
32	Pipe, End Section (34"x22")	3	EA	\$ 1,315.00	\$ 3,945.00	\$ 2,500.00	\$ 7,500.00	\$ 1,470.00	\$ 4,410.00	\$ 2,500.00	\$ 7,500.00
33	Pipe, End Section (38"x24")	1	EA	\$ 1,450.00	\$ 1,450.00	\$ 3,000.00	\$ 3,000.00	\$ 1,525.00	\$ 1,525.00	\$ 3,000.00	\$ 3,000.00
34	Pipe, End Section (45"x29")	1	EA	\$ 2,150.00	\$ 2,150.00	\$ 4,000.00	\$ 4,000.00	\$ 2,010.00	\$ 2,010.00	\$ 4,000.00	\$ 4,000.00
35	MH, Shallow SWS (4')	1	EA	\$ 4,650.00	\$ 4,650.00	\$ 5,000.00	\$ 5,000.00	\$ 2,715.00	\$ 2,715.00	\$ 5,000.00	\$ 5,000.00
36	MH, Shallow SWS (6')	1	EA	\$ 6,175.00	\$ 6,175.00	\$ 6,000.00	\$ 6,000.00	\$ 3,700.00	\$ 3,700.00	\$ 6,000.00	\$ 6,000.00
37	Inlet, Curb (Type 1A) (L=5.0', W=3.0')	9	EA	\$ 6,300.00	\$ 56,700.00	\$ 7,000.00	\$ 63,000.00	\$ 4,600.00	\$ 41,400.00	\$ 7,000.00	\$ 63,000.00
38	Inlet, Curb (Type 1A) (L=10.0', W=5.0')	3	EA	\$ 8,885.00	\$ 26,655.00	\$ 9,000.00	\$ 27,000.00	\$ 6,360.00	\$ 19,080.00	\$ 9,000.00	\$ 27,000.00
39	4" Perforated Underdrain	288	LF	\$ 20.00	\$ 5,760.00	\$ 1.00	\$ 288.00	\$ 24.00	\$ 6,912.00	\$ 20.00	\$ 5,760.00
40	Connect Pipe to RCB, Grouted Connection	1	EA	\$ 950.00	\$ 950.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00
41	Backyard Inlet (4' Dia.)	2	EA	\$ 4,100.00	\$ 8,200.00	\$ 5,000.00	\$ 10,000.00	\$ 2,720.00	\$ 5,440.00	\$ 5,000.00	\$ 10,000.00
42	Backyard Inlet (5' Dia.)	2	EA	\$ 5,100.00	\$ 10,200.00	\$ 6,000.00	\$ 12,000.00	\$ 3,305.00	\$ 6,610.00	\$ 6,000.00	\$ 12,000.00
43	Backyard Inlet (6' Dia.)	1	EA	\$ 6,700.00	\$ 6,700.00	\$ 7,000.00	\$ 7,000.00	\$ 3,910.00	\$ 3,910.00	\$ 7,000.00	\$ 7,000.00
44	Pipe, SWS, 18"	369	LF	\$ 73.00	\$ 26,937.00	\$ 100.00	\$ 36,900.00	\$ 60.00	\$ 22,140.00	\$ 100.00	\$ 36,900.00
45	Pipe, SWS, 24"	165	LF	\$ 91.00	\$ 15,015.00	\$ 110.00	\$ 18,150.00	\$ 70.00	\$ 11,550.00	\$ 110.00	\$ 18,150.00
46	Pipe, SWS, HERCP (23"x14")	64	LF	\$ 98.00	\$ 6,272.00	\$ 110.00	\$ 7,040.00	\$ 84.00	\$ 5,376.00	\$ 110.00	\$ 7,040.00

47 Pipe, SWS, HERCP (34"x22")		412	LF	\$	170.00	\$	70,040.00	\$	130.00	\$	53,560.00	\$	110.00	\$	45,320.00	\$	130.00	Section XI, Item A							
48 Pipe, SWS, HERCP (30"x19")		264	LF	\$	127.00	\$	33,528.00	\$	120.00	\$	31,680.00	\$	98.00	\$	25,872.00	\$	120.00	\$	29,680.00						
49 Pipe, SWS, HERCP (38"x24")		212	LF	\$	177.00	\$	37,524.00	\$	140.00	\$	29,680.00	\$	132.00	\$	27,984.00	\$	140.00	\$	29,680.00						
50 Pipe, SWS, HERCP (45"x29")		236	LF	\$	228.00	\$	53,808.00	\$	160.00	\$	37,760.00	\$	167.00	\$	39,412.00	\$	160.00	\$	37,760.00						
51 Pipe, SWS, RCBC (9' x 4')		288	LF	\$	890.00	\$	256,320.00	\$	620.00	\$	178,560.00	\$	852.00	\$	245,376.00	\$	620.00	\$	178,560.00						
52 Pipe, End Section, RCBC (9' x 4')		6	EA	\$	10,000.00	\$	60,000.00	\$	11,400.00	\$	68,400.00	\$	9,000.00	\$	54,000.00	\$	11,400.00	\$	68,400.00						
53 Pedestrian Guardrail		32	LF	\$	255.00	\$	8,160.00	\$	255.00	\$	8,160.00	\$	255.00	\$	8,160.00	\$	305.00	\$	9,760.00						
54 BMP, Construction Entrance		1	EA	\$	1,250.00	\$	1,250.00	\$	1,250.00	\$	1,250.00	\$	1,200.00	\$	1,200.00	\$	1,200.00	\$	1,200.00						
55 BMP, Culvert Inlet Protection		2	EA	\$	100.00	\$	200.00	\$	120.00	\$	240.00	\$	100.00	\$	200.00	\$	100.00	\$	200.00						
56 BMP, Curb Inlet Protection		12	EA	\$	100.00	\$	1,200.00	\$	80.00	\$	960.00	\$	100.00	\$	1,200.00	\$	100.00	\$	1,200.00						
57 BMP, Drop Inlet Protection		5	EA	\$	100.00	\$	500.00	\$	130.00	\$	650.00	\$	100.00	\$	500.00	\$	100.00	\$	500.00						
58 BMP, Erosion Control Mat		8,355	SY	\$	1.03	\$	8,605.65	\$	1.25	\$	10,443.75	\$	1.03	\$	8,605.65	\$	1.03	\$	8,605.65						
59 BMP, Ditch Check		100	LF	\$	9.92	\$	992.00	\$	6.00	\$	600.00	\$	9.92	\$	992.00	\$	9.92	\$	992.00						
60 Maintain Existing BMPs		1	LS	\$	250.00	\$	250.00	\$	200.00	\$	200.00	\$	250.00	\$	250.00	\$	250.00	\$	250.00						
61 Light Stone Rip Rap		150	SY	\$	75.50	\$	11,325.00	\$	75.50	\$	11,325.00	\$	80.00	\$	12,000.00	\$	85.00	\$	12,750.00						
62 Pond Riprap (d50=6")		1,324	SY	\$	30.00	\$	39,720.00	\$	30.00	\$	39,720.00	\$	41.00	\$	54,284.00	\$	41.00	\$	54,284.00						
63 Permanent Seeding (Premium Fescue Blend)		22.30	Ac	\$	1,534.00	\$	34,208.20	\$	1,730.00	\$	38,579.00	\$	1,534.00	\$	34,208.20	\$	1,534.00	\$	34,208.20						
64 BMP, Silt Fence		475	LF	\$	1.99	\$	945.25	\$	2.75	\$	1,306.25	\$	1.99	\$	945.25	\$	1.99	\$	945.25						
Total Base Bid				\$		2,034,478.20		\$		1,718,570.25		\$		1,685,465.35		No Bid									
ADD-ALTERNATE A: Cast-In-Place RCBC																									
65 DEDUCT Pipe, SWS, RCBC (9' x 4')		(288)	LF	\$	890.00	\$	(256,320.00)	No Bid		\$	-	\$	852.00	\$	(245,376.00)	No Bid		\$	-						
66 DEDUCT Pipe, End Section, RCBC (9' x 4')		(6)	EA	\$	10,000.00	\$	(60,000.00)	No Bid		\$	-	\$	9,000.00	\$	(54,000.00)	No Bid		\$	-						
67 Cast-In-Place Triple Cell 9'x4' RCBC with Wingwalls		1	LS	\$	343,951.00	\$	343,951.00	No Bid		\$	-	\$	368,000.00	\$	368,000.00	No Bid		\$	-						
Add-Alt A Subtotal				\$		27,631.00		No Bid		\$		68,624.00		No Bid											
Total Base Bid + Add-Alt A				\$		2,062,109.20		\$		1,718,570.25		\$		1,754,089.35		No Bid									
ADD-ALTERNATE B: Concrete Pavement																									
68 DEDUCT 7" A.C. Pavement (2" SC-1, 15% RAP on 5" BC-1, 35% RAP)		(11,293)	SY	\$	29.00	\$	(327,497.00)	\$		25.00		\$	(282,325.00)	\$		30.00		\$	(338,790.00)	No Bid		\$	-		
69 6" P.C.C. Pavement (Fiber Reinforced)		11,293	SY	\$	67.00	\$	756,631.00	\$		45.80		\$	517,219.40	\$		43.00		\$	485,599.00	\$		42.25		\$	477,129.25
Add-Alt B Subtotal				\$		429,134.00		\$		234,894.40		\$		146,809.00		\$		477,129.25							
Total Base Bid + Add-Alt B				\$		2,463,612.20		\$		1,953,464.65		\$		1,832,274.35		\$		1,936,145.60							
Total Base Bid + Add-Alt A + Add-Alt B				\$		2,491,243.20				No Bid		\$		1,900,898.35				No Bid							
Indicates correction based on unit prices																									

Option 1 - Concrete Pavement							
		Petition Estimate	Petition with 1% Escalation per Month at Time of Bid	Total Bid (Nowak/Pearson)	Cost per Unit (See Benefit Districts)	Assessment Per Unit (Annual)	Assessment Per Unit (Monthly)
Water Transmission Main Improvements	Construction Cost	\$ 457,700.00		\$ 355,010.80			
	Contingency	\$ 45,770.00					
	Engineering, Inspection, Bonds, Admin	\$ 120,694.00		\$ 120,694.00			
	SUBTOTAL	\$ 624,164.00	\$ 696,360.02	\$ 475,704.80	\$ 2,427.07	\$ 194.75	\$ 16.02
Water Improvements	Construction Cost	\$ 328,042.50		\$ 265,722.50			
	Contingency	\$ 32,804.25					
	Engineering, Inspection, Bonds, Admin	\$ 114,814.88		\$ 114,814.88			
	SUBTOTAL	\$ 475,661.63	\$ 530,680.62	\$ 380,537.38	\$ 5,854.42	\$ 469.77	\$ 38.64
Sewer Improvements	Construction Cost	\$ 251,592.00		\$ 445,274.40			
	Contingency	\$ 25,159.20					
	Engineering, Inspection, Bonds, Admin	\$ 88,057.20		\$ 88,057.20			
	SUBTOTAL	\$ 364,808.40	\$ 407,005.18	\$ 533,331.60	\$ 6,349.19	\$ 509.48	\$ 41.90
Streets and Drainage Improvements	Construction Cost	\$ 1,455,903.00		\$ 1,832,274.35			
	Contingency	\$ 145,590.30					
	Engineering, Inspection, Bonds, Admin	\$ 509,566.05		\$ 509,566.05			
	SUBTOTAL	\$ 2,111,059.35	\$ 2,500,136.94	\$ 2,341,840.40	\$ 36,028.31	\$ 2,891.01	\$ 237.77
Total Cost		\$ 3,575,693.38	\$ 4,134,182.77	\$ 3,731,414.18		\$ 4,065.01	\$ 334.33

Option 2 - Asphalt Pavement							
		Petition Estimate	Petition with 1% Escalation per Month at Time of Bid	Total Bid (Nowak/Pearson)	Cost per Unit (See Benefit Districts)	Assessment Per Unit (Annual)	Assessment Per Unit (Monthly)
Water Transmission Main Improvements	Construction Cost	\$ 457,700.00		\$ 355,010.80			
	Contingency	\$ 45,770.00					
	Engineering, Inspection, Bonds, Admin	\$ 120,694.00		\$ 120,694.00			
	SUBTOTAL	\$ 624,164.00	\$ 696,360.02	\$ 475,704.80	\$ 2,427.07	\$ 194.75	\$ 16.02
Water Improvements	Construction Cost	\$ 328,042.50		\$ 265,722.50			
	Contingency	\$ 32,804.25					
	Engineering, Inspection, Bonds, Admin	\$ 114,814.88		\$ 114,814.88			
	SUBTOTAL	\$ 475,661.63	\$ 530,680.62	\$ 380,537.38	\$ 5,854.42	\$ 469.77	\$ 38.64
Sewer Improvements	Construction Cost	\$ 251,592.00		\$ 445,274.40			
	Contingency	\$ 25,159.20					
	Engineering, Inspection, Bonds, Admin	\$ 88,057.20		\$ 88,057.20			
	SUBTOTAL	\$ 364,808.40	\$ 407,005.18	\$ 533,331.60	\$ 6,349.19	\$ 509.48	\$ 41.90
Streets and Drainage Improvements	Construction Cost	\$ 1,455,903.00		\$ 1,685,465.35			
	Contingency	\$ 145,590.30					
	Engineering, Inspection, Bonds, Admin	\$ 509,566.05		\$ 509,566.05			
	SUBTOTAL	\$ 2,111,059.35	\$ 2,500,136.94	\$ 2,195,031.40	\$ 33,769.71	\$ 2,709.77	\$ 222.87
Total Cost		\$ 3,575,693.38	\$ 4,134,182.77	\$ 3,584,605.18		\$3,883.77	\$319.42

Option 3 - Concrete Option with Entrance Special Assessed across All Lots in Bel Aire Lakes							
		Petition Estimate	Petition with 1% Escalation per Month at Time of Bid	Total Bid (Nowak/Pearson)	Cost per Unit (See Benefit Districts)	Assessment Per Unit (Annual)	Assessment Per Unit (Monthly)
Water Transmission Main Improvements	Construction Cost	\$ 457,700.00		\$ 355,010.80			
	Contingency	\$ 45,770.00					
	Engineering, Inspection, Bonds, Admin	\$ 120,694.00		\$ 120,694.00			
	SUBTOTAL	\$ 624,164.00	\$ 696,360.02	\$ 475,704.80	\$ 2,427.07	\$ 194.75	\$ 16.02
Water Improvements	Construction Cost	\$ 328,042.50		\$ 265,722.50			
	Contingency	\$ 32,804.25					
	Engineering, Inspection, Bonds, Admin	\$ 114,814.88		\$ 114,814.88			
	SUBTOTAL	\$ 475,661.63	\$ 530,680.62	\$ 380,537.38	\$ 5,854.42	\$ 469.77	\$ 38.64
Sewer Improvements	Construction Cost	\$ 251,592.00		\$ 445,274.40			
	Contingency	\$ 25,159.20					
	Engineering, Inspection, Bonds, Admin	\$ 88,057.20		\$ 88,057.20			
	SUBTOTAL	\$ 364,808.40	\$ 407,005.18	\$ 533,331.60	\$ 6,349.19	\$ 509.48	\$ 41.90
Streets and Drainage Improvements excl. Entrance	Construction Cost	\$ 1,455,903.00		\$ 1,332,274.35			
	Contingency	\$ 145,590.30					
	Engineering, Inspection, Bonds, Admin	\$ 509,566.05		\$ 509,566.05			
	SUBTOTAL	\$ 2,111,059.35	\$ 2,500,136.94	\$ 1,841,840.40	\$ 28,336.01	\$ 2,273.75	\$ 187.01
Entrance Improvements	Construction Cost	\$ 1,455,903.00		\$ 500,000.00			
	Contingency	\$ 145,590.30					
	Engineering, Inspection, Bonds, Admin	\$ 509,566.05					
	SUBTOTAL	\$ 2,111,059.35	\$ 2,500,136.94	\$ 500,000.00	\$ 2,551.02	\$ 204.70	\$ 16.84
Total Cost		\$ 5,062,588.73	\$ 5,937,959.69	\$ 3,255,709.38		\$3,447.76	\$283.56

Benefit Districts	
Water	65 Lots
Sanitary Sewer	84 Lots (79 Bel Aire Lakes, 5 Cedar Pass)
Streets & Drainage	65 Lots
Entrance & Water Transmission Main	196 Lots
Interest Rate	5.00%
Term (yrs)	20

Entrance Assessed to All Future Bel Aire Lakes Lots	
Assessment Per Unit (Annual)	Assessment Per Unit (Monthly)
\$ 204.70	\$ 16.84

**EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the ____ day of ____ in the year 2025 by and between City of Bel Aire, Kansas, a Kansas municipal corporation, (hereinafter called OWNER) and Pearson Construction, LLC, a Kansas limited liability company (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Street and Drainage Improvements to serve Phase 1 Bel Aire Lakes Addition

Article 2. ENGINEER.

The Project has been designed by Certified Engineering Design, P.A., who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1. The Work on the Street and Drainage Improvements to serve Phase 1 Bel Aire Lakes Addition shall commence within 20 calendar days after the Notice of Award and be substantially completed within 90 working days from the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions Working days will be added to the project if weather conditions prevent construction.

3.2. Liquidated *Damages*. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They 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) CONTRACTOR shall pay OWNER One Thousand Two Hundred DOLLARS (\$1,200.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One Thousand Two Hundred DOLLARS (\$1,200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. *Progress Payments.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values (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 in the General Requirements.

5.1.1. 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 ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

90 % of Work completed.

90 % of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less retainage, in accordance with paragraph 14.02 of the General Conditions.

5.2. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

Article 6. INTEREST. Article 6 has been deleted.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.04 of the General Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement (pages ii-2 to ii-7, inclusive).
- 8.2. Exhibits to this Agreement (page ii-8 to ii-8, inclusive).
- 8.3. Performance and other Bonds (pages ii-9 to ii-16, inclusive).
- 8.4. General Conditions (pages 00700-1 to 00700-41, inclusive.)
- 8.5. Supplementary Conditions (pages ii-20 to ii-23, inclusive).
- 8.6. Technical Specifications – Bel Aire Standard Specifications Dated Aug 2012
- 7.7. Drawings, consisting of two sets dated and sealed on March 19, 2025 with title sheets bearing the following general titles:

Street Improvement Plans to Serve Bel Aire Lakes Addition
- 8.8. OWNER'S Standard Exhibits, (pages ii-24 to ii-29, inclusive).
- 8.9. CONTRACTOR'S Quote marked exhibit A.
- 8.10. Documentation submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____, inclusive).
- 8.11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.
- 8.12. The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.4. DISPUTE RESOLUTION: Section 16.01A of the General Conditions, regarding Methods and Procedures, shall change to: Either OWNER or CONTRACTOR may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be conducted by a mediator mutually chosen by OWNER and CONTRACTOR.

9.5. STANDARD GENERAL CONDITIONS: OWNER stipulates that if the General Conditions that are made a part of this Contract are EJCDC C-700, Standard General Conditions of the Construction Contract, 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 modification to the standard wording of such published document to the CONTRACTOR, through a process such as highlighting or "track changes" (redline/strikeout), in Article 9. MISCELLANEOUS or in the Supplementary Conditions.

CONTRACTOR must plainly show all modifications to the standard wording of the Standard General Conditions to the OWNER, through a process such as highlighting or "track changes" (redline/strikeout), in Article 9. MISCELLANEOUS or in the Supplementary Conditions.

Article 10. OTHER PROVISIONS.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 2025.

OWNER City of Bel Aire, Kansas

CONTRACTOR Pearson Construction, LLC

(Print) Jim Benage, Mayor

(Signature)

[CORPORATE SEAL]

[CORPORATE SEAL]

ATTEST:

ATTEST:

Melissa Krehbiel, City Clerk

Address for giving notices:

7651 East Central Park Avenue
Bel Aire, KS 67226

Address for giving notices:

2901 North Mead Street
Wichita, KS 67219

License No. _____

APPROVED AS TO FORM:

Maria A. Schrock, City Attorney

(If OWNER is a public body, attach evidence Agent for service of process: _____
authority to sign and resolution or other documents authorizing execution of Agreement.)

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

SUPPLEMENTARY CONDITIONS

SC-1 BONDS:

1. In accordance with Article 5 of the General Conditions, the Contractor shall furnish the following bonds as security for the faithful performance and payment of all his obligations under the contract documents.
 - A. Construction Payment Bond
 - B. Construction Performance Bond
 - C. Statutory Bond
2. Construction Performance Bond. Incorporated in the Performance Bond, legally issued, and running to the Owner, shall be the condition that the Contractor shall maintain and make all repairs to the improvements constructed by him, at his own expense and free of charge to the Owner for the period of two years after the date of acceptance of said work by the said Owner, any of which repairs may become necessary within such period by reason of any imperfection of the material used or by reason of any defective workmanship.
3. Statutory Bond. The Contractor shall furnish a Statutory Bond, legally issued, meeting the approval of the Owner and running to the State of Kansas, in an amount equal to the contract price of the said improvements, and conditioned that the Contractor shall pay all indebtedness incurred for labor, supplies, equipment, and materials furnished in making the improvements called for herein. The Statutory Bond shall be placed on file with the Clerk of the District Court of the district where the work is located and a receipt acknowledging such filing shall be delivered to the Owner along with the Statutory Bonds
4. The Bonds required by the contract documents shall be in amounts at least equal to the contract price and shall be delivered to the Owner simultaneously with the execution and delivery of the Agreement.

SC-2 INSURANCE:

1. In accordance with the applicable paragraphs of the General Conditions, the Contractor shall purchase and maintain throughout the duration of this contract the following types of insurance and in such amounts as may be necessary to protect himself and the interests of the Owner.
2. Liability Insurance
 - A. Workman's Compensation and Employer's Liability.

i. Workmen's Compensation	Statutory
ii. Employer's Liability	\$100,000 each person
 - B. Comprehensive General Liability.

i. Bodily Injury	\$1,000,000	Each Occurrence
ii. Property Damage	\$1,000,000	Annual Aggregate
iii. Property Damage Liability insurance shall provide	Explosion , Collapse, and	
Underground coverages.		
iv. Personal Injury with	\$1,000,000	Annual Aggregate

employment exclusion deleted

- C. Comprehensive Automobile Liability.

i. Bodily Injury	\$1,000,000	Each Person
	\$1,000,000	Each Occurrence
ii. Property Damage	\$1,000,000	Each Occurrence
	\$1,000,000	Combined Single Limit
- D. Contractual Liability.

i. Bodily Injury	\$1,000,000	Each Occurrence
ii. Property Damage	\$1,000,000	Each Occurrence
- E. Liability Insurance for Owner and Engineer.

i. The Contractor shall provide umbrella liability insurance for the Owner and Engineer by endorsement as additional insureds on the Contractor's General Liability Policy. Contractor's financial obligation shall be the greater of these requirements or its existing coverages.

SC-3 SALES TAX EXEMPTION:

1. Materials incorporated into this project are exempt from the payment of sales tax under the laws of the State of Kansas and such sales tax shall not be included in the Bid.
2. The Owner will provide the Contractor with a proper exemption certificate number within ten days of the contract date. Should the Owner fail to provide an exemption certificate number within the required time period, the Contractor shall be reimbursed monthly for all sales tax amounts for which he becomes liable until such certificate number is provided. To minimize the Contractor's record keeping expense, the Owner shall provide an exemption certificate number within 60 days or is shall be presumed that the project will proceed on an non-exempt basis and the contract amount shall be equitably adjusted in writing in a lump sum amount sufficient to cover the Contractor's sales tax expense.
3. Upon issuance of a proper exemption certificate number to the Contractor, the Contractor shall assume full responsibility for his own proper use of the certificate number and shall pay all costs of any legally assessed penalties relating to the Contractor's improper use of the exemption certificate number.

SC-4 SERVICES:

1. Water. Water for proper completion of the work may be obtained from the City's water distribution system at no charge. All power and chemicals used shall be paid by the Contractor. Contractor is to obtain meter from City of Bel Aire, Public Works Department.
2. Sanitary. Necessary sanitary conveniences for the use of the people on the project, properly secluded from public observation, shall be provided and maintained by the Contractor and their use shall be enforced.

3. Power. Power consumed for proper completion of the work shall be paid for by the Contractor. Temporary services shall be acquired by the Contractor at his sole cost and expense.
4. Telephone. The Contractor shall provide his own telephone service and shall advise the Engineer and Owner of the numbers applicable to this project.
5. Storage. All materials shall be stored on the construction site. The storage area shall be maintained in a neat and orderly manner. All materials and equipment delivered to the project shall be received by a responsible person employed by the Contractor.

SC-5 SAFETY AND PROTECTION:

1. In addition to the applicable paragraphs of the General Conditions, the Contractor shall provide and maintain suitable barriers, signs, and lights to the extent that adequate protection is provided to the public against accident by reason of open trenches and other excavations.

SC-6 TRAFFIC CONTROL:

1. All construction traffic control signing and delineation for this project is the responsibility of the Contractor and shall conform to the applicable requirements of the latest revision of the Manual on Uniform Traffic Control Devices.

SC-7 QUALITY CONTROL:

1. Resident Project Representative. The Owner will furnish a Resident Project Representative to assist the Engineer in carrying out his responsibilities at the site.
2. Submittals. Submittals for all materials incorporated in the work will be required. Submittals shall be delivered to the Engineer and reviewed for conformance with the Technical Specifications prior to any installation.

Testing. The Contractor shall be responsible for project testing. Cost for testing identified in the Technical Specification as "subsidiary" shall be revised to indicate testing shall be paid for under the Bid Item "Contractor Provided Testing". A certified testing laboratory shall be used for all testing. Resident Project Representative shall be required to witness all field testing. Copies of all test results shall be submitted to the Engineer. See individual Technical Specification sections for testing requirements.

Contractor provided water testing shall consist of the following: Pressure Test, Bacteria & Chloride Testing, & Tracer wire testing.

Contractor provided sanitary sewer testing shall consist of the following: Air Test, Vacuum Test, TV testing, & Compaction & Moisture on deep trenches that have several layers of fill that could negatively impact paving.

SC-8 NOTIFICATION:

1. All homeowners affected by the Water, Sewer, or Street Construction shall be notified prior to work.

SC-9 MISCELLANEOUS:

1. Section 2.03 of the General Conditions, regarding Notice to Proceed, shall change as noted in the Information for Bidders.
2. Section 803.11 of the Technical Specifications shall be revised to indicate water mains shall be tapped by the CONTRACTOR and witnessed by the City Water and Sewer Department staff.
3. The following requirements will be added and Section 803.3 – Water Service Materials. All brass fittings and valves for service connections in contact with potable water shall be made of “No-Lead Brass”.
4. No subsurface investigation has been performed for this project.
5. Section 803.3, Fire Hydrants e) 4 shall be revised as follows: Delete the sentence “An acceptable option would be the installation of a Harrington Permanent Hydrant Adapter™.”

OWNER'S STANDARD EXHIBITS
CITY OF BEL AIRE, KANSAS
MANDATORY TERMS AND CONDITIONS

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

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

9. No party shall be required to submit any dispute to arbitration, but a good faith mediation attempt shall be a condition precedent to litigation as a resolution process. The parties waive trial by jury.
10. The City shall not hold harmless or indemnify the Contractor beyond the liability that may be incurred under the Kansas Tort Claims Act (KSA 75-6101 et seq.).
11. 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.
12. This Contract shall be interpreted and implemented so that the City remains in compliance with the Cash Basis Law (KSA 10-1112 and 10-1113), the Budget Law (KSA 79-2935) and all other laws of the State of Kansas. The City retains the right to unilaterally modify or terminate this Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws.
13. The obligation to supply goods or services under this Contract is personal to this Contractor, and cannot be assigned, subcontracted or transferred to another without the written consent of the City.
14. This Contract is intended solely for the benefit of the City and the Contractor. The parties do not intend that it benefit, either directly or indirectly, any third party. No third party may sue for damages based on the terms or performance of this Contract.
15. 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.
16. Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Contract both as to time and quantities, with City reserving the right to cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. If no schedule for delivery appears otherwise in the Contract, delivery shall be completed in a reasonable time, judged by the continuing utility to and viability of the City's related project or service.
17. In the event no quality is specified on the face of the Purchase Order/Quotation, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If

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

18. Contractor must immediately notify City of any safety recall notices of products, goods and services Contractor has provided to City. In addition, Contractor shall remedy the recalled defect(s), at no cost to City, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to City in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section survives expiration or termination of the Agreement.
19. The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq., as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
 - a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.
 - b. In all solicitations or advertisement for employees, the Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.
 - d. Contractor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or Contractor.
 - e. Exempted from these requirements are:
 - (1) Any Contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).
 - (2) Any Contractor who employs fewer than four (4) employees during the term of this Contract.
 - (3) Contractors who hold contracts with the City of Bel Aire with a cumulative total of five thousand dollars (\$5,000.00) or less during the City's Fiscal Year.
 - f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human

Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the Contractor shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973; the Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated thereunder. Any finding adverse to the Contractor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.

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OWNER'S STANDARD EXHIBITS**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: June 5, 2025
 TO: Ted Henry, City Manager
 FROM: Anne Stephens, PE, City Engineer
 RE: Bel Aire Lakes Paving and Drainage Construction Observation Services

Proposal Focus:

Our Mission

- Attractive growth and safe living – Encourage attractive neighborhoods and new developments.

Our Values

- Working Together – Departments working together as one team. Staff working with residents, HOA's and neighborhoods. Citizens working with each other.

Current Situation:

The construction of the paving and drainage project in the Bel Aire Lakes subdivision is ongoing and needs construction observation. Staff reached out to 4 firms, but only one responded with staffing availability to cover the project.

Goals:

- To work with the Developer to grow the City in an attractive, safe manner that is consistent with City standards.

Discussion:

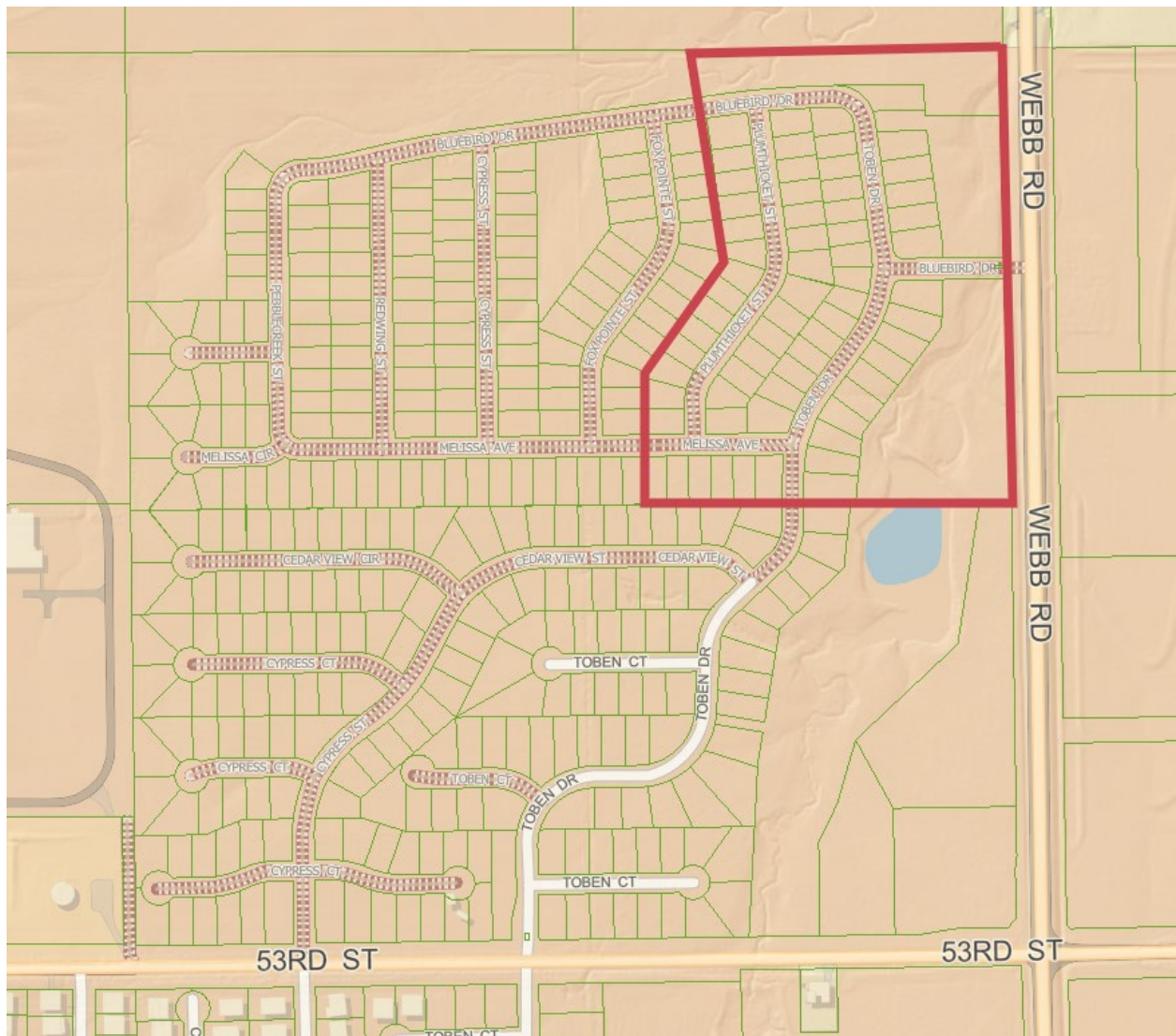
PEC has been assisting the City with construction observation services for the water and sanitary sewer portions of the Bel Aire Lakes project and was the only firm responding to the RFP for construction observation services for the paving and drainage project. The other firms did not have staffing availability for the project to provide the coverage and service that we typically expect.

Financials:

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

Recommendation:

Staff recommends that the City Council accept the Agreement with PEC for Construction Observation services for \$225,000.00.



WORK ORDER NO. 25-04

This Work Order No. 25-04 is made as of this _____ day of _____, 2025, under the terms and conditions established in the Master Agreement between Client and Professional Consultant dated February 08, 2024 (the "Master Services Agreement" between City of Bel Aire, Kansas (Client) and Professional Engineering Consultants, P.A. (PEC). Per the Master Services Agreement, this Work Order shall be incorporated into the Master Services Agreement by reference. Except to the extent modified herein for this specific project, all terms and conditions of the Master Services Agreement shall continue in full force and effect.

SECTION A – SERVICES

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

1. See attached Exhibit A, Section C.

A.3 Exclusions:

1. See attached Exhibit A, Section F.

SECTION B – SCHEDULE

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

1. See attached Exhibit A, Section B.

SECTION C – COMPENSATION

In return for the proper performance by Consultant of its Services, Client shall pay to PEC on a standard hourly basis not-to-exceed Two Hundred Twenty-Five Thousand Dollars (\$225,000.00), payable according to the following terms:

1. See attached Exhibit A, Section G.

SECTION D – OTHER PROVISIONS

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

1. See attached Exhibit A, Section E through Section F.

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CITY OF BEL AIRE, KANSAS

By: _____

Printed Name: _____

Title: _____

Date: _____

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

By: _____

Printed Name: Benjamin M. Mabry, P.E.

Title: VP Municipal Transportation
Engineering

Date: _____

Approved as to Form Only

Maria A. Schrock, City Attorney



EXHIBIT A

A. Project Description

1. The Project shall consist of Construction Administration and Construction Inspection services for the Bel Aire Lakes Subdivision Mass Grading, Paving and Storm Water Sewer Construction in Bel Aire, Kansas.

B. Anticipated Project Schedule

1. The fully executed copy of the contract will serve as PEC's notice to proceed with the services.
2. PEC shall commence its services on the Project within 7 days after receiving CLIENT's notice to proceed.
3. Construction duration is anticipated to be 90 Working Days or 20 weeks; PEC anticipates the notice to proceed for construction to be issued approximately July 07, 2025 and for the PROJECT to be complete by November 23, 2025. The inspection services fee will be based on 90 working days; 4.5 working days per week.
4. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.
5. CLIENT acknowledges that PEC cannot inspect PROJECT for compliance of specifications and intent of the design for work being installed when resident project representative is not onsite.

C. Scope of Services

1. Construction Administration Services:

During the construction phase PEC shall provide construction administration services for the PROJECT, when requested by the CLIENT. The scope of services will be as follows:

- a) Provide project correspondence and consultation with CLIENT.
- b) Conduct the preconstruction conference.
- c) Issue contract documents and review bonds and insurance submitted by the PROJECT awarded contractor.
- d) Review Contractor's shop drawings and material test certifications for compliance with plans and specifications.
- e) Make a maximum of three (3) visits to the PROJECT site to determine Contractor's progress and general character of the work, upon written request of CLIENT.
- f) Consult with the inspector and Certified Engineering Design, P.A. (CED) regarding interpretations or clarifications of the plans and specifications.
- g) Provide recommendations in accordance with the contract documents on questions regarding the PROJECT.
- h) Prepare Change Orders covering modifications or revisions necessitated by field conditions.
- i) Conduct a final on-site PROJECT review.

- j) Issue Certificate of Substantial Completion when each separate part of the PROJECT has been completed.

2. Construction Inspection:

- a) PEC will provide construction inspection services as noted in this agreement and shall apply to all services provided throughout the construction of the PROJECT unless a separate agreement for additional services is signed.
- b) Provide a resident project representative (RPR) to perform construction inspection, documentation; witness field testing of construction materials as required by the approved plans and specifications; check the construction activities to determine compliance with the project documents (plans, specifications); and maintain project records to document the work.
- c) Provide electronic pdf copy of 'Red-Line' markup images of bid set of plans depicting observed field changes from plans, to include vertical and horizontal storm sewer locations obtained by GPS and field measurements.
- d) PEC will provide weekly SWPPP inspections as required by KDHE.

3. Geographic Information Systems (GIS) Services as follows:

- a) Convert proposed Storm Sewer Utility and Water Utility features from the design plans to CLIENT's ArcGIS Online organization.
- b) Project all features to NAD83 KS State Plane South coordinate system.
- c) Populate applicable attributes as identified on the design plans.
- d) GPS above ground appurtenances.
- e) Measure constructed Storm Sewer flowlines (only those available from opening manhole lids).

D. Additional Responsibilities of CLIENT

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

- 1. Attend all PROJECT progress meetings.
- 2. Provide a point of contact for day to day communications.
- 3. Provide a facility, if necessary, for Pre-Construction, Progress, or Coordination Meetings.
- 4. Furnish to PEC any information currently available relative to existing and proposed improvements in the PROJECT area which may be pertinent to the PROJECT. Such information may include hazardous conditions and/or history of site contamination, underground utilities, etc.
- 5. Provide right of entry for PEC's personnel in performing site visits and inspections.
- 6. Provide electronic copies of construction plans, construction specifications, and/or Geotechnical Reports if requested and not developed/conducted by PEC.
- 7. Provide information related to known and/or potentially hazardous subsurface conditions and/or history of site contamination.

8. Pay PEC for authorized additional work associated with services not included in this agreement.
9. Provide 24-hour notice of anticipated testing services needed.
10. Provide information related to known and/or potential hazardous subsurface conditions and/or history of site contamination.

E. Additional Services

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

1. Construction Staking and Materials Testing Services.
2. Additional services associated with an expansion of the PROJECT or increase in PROJECT size and construction cost.
3. Geotechnical investigations.
4. Attendance at public meetings beyond those specifically identified in the above scope of services.

F. Exclusions

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

1. Additional services not included in the above scope of services.
2. Entrance into a permit-required or non-permit required Confined Space.
3. Final sizing of thrust blocks.
4. Storm Water Sewer video recording and log.
5. Water Quality and Pressure Testing.
6. Environmental site assessments.
7. Permit and review fees.
8. Work on Saturdays, Sundays and City holidays. If the contractor is granted permission to work on these days, staff may be available for inspection services but this work or any work beyond the spot check inspections described above is eligible to be considered additional services reimbursed at 1.5 times the PEC Standard Rates.
9. Code mandated special structural inspections. The CLIENT shall establish and pay for a testing and inspection plan that includes all code mandated special structural inspections to be performed, if required.

G. PEC's Fees & Reimbursable Expenses

1. **The basis of the fees for this work is based on the contract requirements provided to the contractor for a total of ninety (90) Working Days for contractor to reach final completion for the PROJECT. Work is anticipated on Monday through Friday for eight (8) regular hours per day and two (2) OT hours per day during construction** for the PROJECT with scope for attending the preconstruction meeting, project preparation (set-up, project documents printing), post construction closeout documentation (includes redline drawing completion), inspection manager oversight, GPS data collection (Storm Water Sewer infrastructure), and project mileage. If more than ninety (90) Working Days elapse from the Construction Notice to Proceed to final completion for the PROJECT a separate supplemental agreement shall be negotiated and executed for the remaining work, and PEC will be reimbursed at the current PEC Standard Hourly Rates.
2. Labor more than 8 hours per day Monday through Friday, shall be reimbursed at 1.5 times the Standard Rate for the Construction Inspector.
3. PEC will invoice CLIENT one time per month for services rendered and Reimbursable Expenses incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
4. The fee presented below is an estimate. PEC's Fee for its Scope of Services will be billed **on an hourly basis, plus reimbursable expenses** at the rates established on the current PEC Rate Schedule A.
5. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.
6. **The estimated fee which includes reimbursables for Construction Administration and Construction Inspection Services is \$225,000.00.**

2025 RATE SCHEDULE A**



<u>TITLE</u>	<u>HOURLY RATE *</u>
Principal Engineer	\$250
Senior Project Manager	\$225
Project Manager	\$200
Senior Engineer II.....	\$225
Senior Engineer I.....	\$200
Project Engineer	\$175
Senior Landscape Architect.....	\$180
Landscape Architect	\$130
Senior Planner	\$175
Planner.....	\$155
Design Engineer	\$145
Senior Piping Designer.....	\$160
Piping Designer	\$125
Senior Technician	\$150
Design Technician	\$115
Senior Commissioning Agent.....	\$160
Commissioning Agent	\$135
GIS Specialist	\$150
GIS Analyst	\$120
Project Coordinator.....	\$100
Project Assistant	\$90
Senior Field Project Manager	\$200
Field Project Manager	\$155
Senior Inspector.....	\$160
Inspector	\$125
Senior Field Technician.....	\$105
Field Technician	\$85
Senior Driller	\$130
Driller	\$95
Land Surveyor	\$140
Crew Chief.....	\$120
Survey Technician.....	\$100
*Premium time for all non-salaried personnel or as noted in the contract	1.5 multiplier

REIMBURSABLES:

Infrared Camera.....	\$50/Hour
Structural Testing Equipment	\$50/Hour
Subconsultants	Cost plus 10%
Vehicle Mileage.....	IRS Rate/Mile
Truck Mileage	\$0.75/Mile
ATV	\$20/Hour
GPS.....	\$50/Hour
3D Laser Scanner.....	\$150/Hour
Robotic Total Station.....	\$50/Hour
UAS	\$150/Hour
Mobile Lidar Unit.....	\$4,000/Day
Drill Rig Use.....	\$75/Hour
Concrete Testing Equipment	\$10/Each
Nuclear Gauge Equipment.....	\$20/Each
Compressive Strength of Cylinders	\$15/Each
Ultra Sonic Testing Equipment	\$50/Each
Semi-Trailer Mileage.....	\$3/Mile
Other Reimbursables	Cost plus 10%

**The rates shown above are effective for services through December 31, 2025 and are subject to revision thereafter.

2025 FIELD SERVICES MASTER RATES

January 1, 2025

EXHIBIT B

<u>TITLE</u>	<u>HOURLY RATE*</u>
Principal Engineer	\$ 250.00 hour
Senior Engineer	\$ 200.00 hour
Senior Field Project Manager	\$ 200.00 hour
Field Project Manager	\$ 155.00 hour
Senior Technician	\$ 150.00 hour
Project Engineer	\$ 175.00 hour
Senior Inspector	\$ 160.00 hour
Laboratory Supervisor/Manager	\$ 155.00 hour
Land Surveyor	\$ 140.00 hour
Crew Chief	\$ 120.00 hour
Senior Driller	\$ 130.00 hour
Inspector	\$ 125.00 hour
Metals Technician	\$ 110.00 hour
Survey Technician	\$ 100.00 hour
Project Coordinator	\$ 100.00 hour
Driller	\$ 95.00 hour
Project Assistant	\$ 90.00 hour
Senior Field Technician	\$ 72.00 hour
Field Technician	\$ 59.00 hour

*Premium time for all non-salaried personnel is a 1.5 multiplier when on overtime or as noted in the contract

REIMBURSABLES**RATE**

#635 Sieve Test	\$	315.00	each
1 Point Curve Checks (ASTM D-698/1557)	\$	40.00	each
Air Meter Calibration	\$	120.00	each
Alkali-Silica Reactivity (ASTM C-1260)	\$	790.00	each
API 1104 Multiple Position	\$	925.00	each
API 1104 Single Position	\$	575.00	each
ASME IX Performance Qualification (Larger than Schedule 40 Pipe)		Price on Request	
ASME IX Performance Qualification, 1/2" or less, plate	\$	400.00	each
ASME IX Performance Qualification, >1/2" Plate or Stainless Steel		Price on Request	
ASME IX Performance Qualification, pipe	\$	465.00	each
ASME IX Procedure Qualification (Larger than Schedule 40 Pipe)		Price on Request	
ASME IX Procedure Qualification, 1/2" or less, plate	\$	720.00	each
ASME IX Procedure Qualification, >1/2" Plate or Stainless Steel		Price on Request	
ASME IX Procedure Qualification, pipe	\$	785.00	each
Asphalt Mix Designs (FAA/KDOT/etc.)	\$	925.00	each
AWS D1.3 Performance Qualification	\$	145.00	each
Atterberg Limits (ASTM D-4318)	\$	95.00	each
AWS D1.1 Performance Qualification, <3/8" Contractor Prepped	\$	295.00	each
AWS D1.1 Performance Qualification, 13/16" - 1 1/2" plate	\$	510.00	each
AWS D1.1 Performance Qualification, 3/8" or less, pipe	\$	335.00	each
AWS D1.1 Performance Qualification, 3/8" or less, plate	\$	335.00	each
AWS D1.1 Procedure Qualification, 7/16" - 3/4", pipe	\$	510.00	each
AWS D1.1 Procedure Qualification, 7/16" - 3/4", plate	\$	510.00	each
AWS D1.1 Procedure Qualification, 13/16" - 1 1/2", plate	\$	720.00	each
AWS D1.1 Procedure Qualification, 13/16" - 1 1/2", Stainless Steel plate	\$	755.00	each
AWS D1.1 Procedure Qualification, 3/8" or less, pipe	\$	655.00	each
AWS D1.1 Procedure Qualification, 3/8" or less, plate	\$	590.00	each
AWS D1.1 Procedure Qualification, 7/16" - 3/4", pipe	\$	720.00	each
AWS D1.1 Procedure Qualification, 7/16" - 3/4", plate	\$	660.00	each
AWS D1.1 Procedure Qualification, 7/16" - 3/4", Stainless Steel pipe	\$	755.00	each
AWS D1.1 Procedure Qualification, over 1 1/2"		Price on Request	
AWS D1.1, Face/Root Bend	\$	75.00	each
AWS D1.1, Procedure Qualification, Steel Tensile Test	\$	95.00	each
AWS D1.4 Procedure Qualification, Reinforcing Steel Tensile Test	\$	170.00	each
AWS D1.6 Performance Qualification, 13/16" - 1 1/2" Stainless Steel plate	\$	510.00	each
AWS D1.6 Performance Qualification, 3/8" or less, Stainless Steel plate	\$	510.00	each
AWS D1.6 Performance Qualification, 7/16" - 3/4", Stainless Steel pipe	\$	510.00	each
AWS D1.6 Performance Qualification, 7/16" - 3/4", Stainless Steel plate	\$	510.00	each
AWS D1.6 Performance Qualification, 3/8" or less, Stainless Steel pipe	\$	510.00	each
AWS D1.6 Procedure Qualification, 3/8" or less Stainless Steel pipe	\$	690.00	each
AWS D1.6 Procedure Qualification, 3/8" or less, Stainless Steel plate	\$	620.00	each
AWS D1.6 Procedure Qualification, 7/16" - 3/4", Stainless Steel plate	\$	690.00	each

REIMBURSABLES**RATE**

AWS D14.1 Procedure Qualifications	\$	660.00	each
AWS D14.1 Weld Performance Qualification	\$	235.00	each
AWS Performance Qualifications (Other Codes)		Price on Request	
Bulk Specific Gravity/Absorption of Dimension Stone, set of 5 (ASTM C-97)	\$	160.00	set
Calcium Chloride Emission Kit	\$	105.00	each
California Bearing Ratio (ASTM D-1883)	\$	465.00	each
Cement Soil Unconfined Compression Test	\$	95.00	each
Cement Stabilized Soil Mix Design	\$	2,660.00	each
Cement Treated Base Mix Design	\$	2,660.00	each
Compression/Absorption Test of Cast Stone, set of 6	\$	280.00	set
Compression Tests of Cylinders (ASTM C-39**)	\$	15.00	each
Compression Tests of 2"x2"x2" cubes (ASTM C-109**)	\$	15.00	each
Compression Test of Dimension Stone, set of 5 (ASTM C-170)	\$	175.00	set
Concrete Block/Prism Compression Test (ASTM C-140)	\$	105.00	each
Concrete/Mortar/Grout Mix Design, Large Test Batch	\$	810.00	each
Concrete/Mortar/Grout Mix Design, Test Batch	\$	580.00	each
Concrete/Mortar/Grout Mix Design, Trial Batch	\$	235.00	each
Constant Head Permeability (ASTM D-2434)	\$	625.00	each
Core Compression Test	\$	55.00	each
Core Density/Thickness Measurement	\$	45.00	each
CTB Core, Compression Test	\$	95.00	each
CTB Density	\$	65.00	each
Cylinder Mold	\$	2.50	each
Deleterious Materials (clay lumps & friable particles, ASTM C-142)	\$	120.00	each
Desktop Review	\$	580.00	each
Dry Rodded Unit Weight	\$	85.00	each
Dry Unit Weight (ASTM D-2166)	\$	50.00	each
Extraction Only (ASTM D-2172)	\$	200.00	each
Extraction/Gradation (ASTM D-2172, C-136, C-117)	\$	265.00	each
Falling Head Permeability (ASTM D-5084)	\$	625.00	each
Flat & Elongated Particles (ASTM D-4791)	\$	140.00	each
Flexural Test of 6"x6"x22" beams (ASTM C-78**)	\$	55.00	each
Flexural Test of Dimension Stone, set of 5 (ASTM C-880)	\$	465.00	each
Freeze-Thaw, KDOT (ASTM Procedure)	\$	405.00	each
Specific Gravity and Absorption (ASTM C-127/C-128)	\$	120.00	each
Grout Compression Tests of 3"x6" Specimens (ASTM C-39**)	\$	30.00	each
Grout Shrinkage (ASTM C-157)	\$	820.00	each
Hardened Concrete Properties (ASTM C-642)	\$	235.00	each
Ignition Oven Test	\$	240.00	each
Jack Calibration	\$	370.00	each
KDOT "Boil Test", set of 3	\$	315.00	set
Lime Determination (ASTM D-4253/4254)	\$	725.00	each
Los Angeles Abrasion (ASTM C-131/C-535)	\$	200.00	each
Lightweight Pieces/Chert Analysis	\$	120.00	each

REIMBURSABLES**RATE**

Lightweight Deflectometer Equipment	\$	175.00	day
Marshall Properties (ASTM D-1559)	\$	90.00	each
Material Finer than 200 Sieve (ASTM D-1140)	\$	55.00	each
Modulus Rupture of Dimension Stone, set of 5 (ASTM C-99)	\$	465.00	set
Moisture Content (ASTM C-566)	\$	40.00	each
Proctor (ASTM D-698/D-1557)	\$	160.00	each
Organic Content (AASHTO T267)	\$	35.00	each
Organic Impurities (ASTM C-40)	\$	85.00	each
Percent Sticks (KT-35)	\$	120.00	each
Percentage of Fractured Faces ASTM D-5821	\$	120.00	each
Residential Atterberg Limits	\$	150.00	each
Resipod Surface Resistivity, set of 3 (KT-79)	\$	290.00	set
Sand Equivalent (ASTM C-2419)	\$	150.00	each
Sieve Analysis, ≤ 1 " max (ASTM C-136, C-117)	\$	90.00	each
Particle Size Analysis of Soils (Hydrometer, ASTM D-422)	\$	210.00	each
Sodium/Magnesium Sulfate Soundness (ASTM C-88, 5 cycles)	\$	265.00	each
Soil Resistivity, Box Method	\$	235.00	each
Specific Gravity (ASTM D-854)	\$	160.00	each
Triaxial Shear Test	\$	465.00	each
Unconfined Compression Test (ASTM D-2166)	\$	95.00	each
Uncompacted Air Voids	\$	90.00	each
Uncompacted Voids (ASTM C-1252/KT)	\$	175.00	each
Vacuum Specific Gravity	\$	65.00	each
Direct Shear (ASTM D-3080)	\$	520.00	each
Relative Density (ASTM D-4253/4254)	\$	520.00	each
Swell-Consolidation (ASTM D-2435)	\$	520.00	each
3D Laser Scanner	\$	150.00	hour
Mobile Lidar Unit	\$	4,000.00	day
All Terrain Vehicle	\$	20.00	hour
Car Rental and Fuel		Cost plus 10%	
Concrete Testing Equipment	\$	10.00	each
Coring Equipment	\$	21.00	hour
Drill Rig Use	\$	75.00	hour
Equipment Rental		Cost plus 10%	
Floor Flatness Equipment	\$	50.00	each
Global Positioning System	\$	50.00	each
Infrared Camera	\$	50.00	each
Insta 360 Camera	\$	100.00	each
Nuclear Gauge	\$	20.00	each
Robotic Total Station	\$	50.00	hour
Schmidt Hammer, James R-Meter	\$	15.00	hour
Unmanned Aircraft System (UAS)	\$	150.00	hour
Ultrasonic Testing Equipment	\$	150.00	each
Deliveries and Overnight Mail		Cost plus 10%	

<u>REIMBURSABLES</u>	<u>RATE</u>
Filing Fees	Cost plus 10%
Material	Cost plus 10%
Outside Consultants	Cost plus 10%
Per Diem, Lodging	Cost plus 10%
Per Diem, Meals	Cost plus 10%
Pickup Trucks with Trailers	\$ 0.85 mile
Reproduction & Photography	Cost plus 10%
Semi-Trailer Mileage	\$ 3.50 mile
Travel, Hotel, Meals, and Subsistence	Cost plus 10%
Truck Mileage	\$ 0.75 mile
Vehicle Mileage	IRS Mileage Rate mile
Trip	Per Contract each

**Compression Tests will be billed when specimens are fabricated and/or delivered to the Laboratory.

Note: This fee schedule is not all inclusive. Other labor, equipment, materials & tests are available upon request.

Hourly charges may be subject to a 3 hour minimum and will be billed in 0.5 hour increments.

Rates shown above are effective for services through 31 December 2025 and subject to revision after.

City of Bel Aire, Kansas

STAFF REPORT

DATE: 06/17/2025

TO: City Council

FROM: Marty McGee

RE: 53rd Street lift station pump repair



BACKGROUND: The 53rd Street lift station has two pumps that control sewer flow to the CCUA sewer plant. The Flowserve pump is original to the lift station; the other pump is a Flygt chopper pump that was purchased in 2022. The Flowserve pump (Original Equipment) has failed, we have repaired this pump multiple times over the course of its lifetime.

DISCUSSION: We have received bids for both the repair and replacement of the failed Flowserve pump. The repair cost is considerably higher than the cost to replace the pump with a new Flygt grinder pump, which will match the current Flygt grinder pump being used by the City in our lift stations. JCI is the proprietor for Flygt pumps and has been our only provider in the past years. In an effort to obtain another provider of sewer pumps, we have contacted FTC Equipment. FTC supplies a different brand of pumps, these pumps are equal in performance and quality to Flygt pumps with a similar warranty.

Pump Options	Bid amount	Lead Times
Current Flowserve pump repair/rebuild	\$87,515.00	12-16 Weeks
JCI-Flygt Pump (New)	\$52,309.00 (Installation included)	6-12 Weeks
FTC Equipment- Sulzer Pump	\$40,300.00 (Installation included)	12- 14 Weeks

Field Service for Installation of New Flygt Pump

- Work Scope:
- Remove Rail Adapter and install on Flygt Pump
 - Install Manicas and socket in control panel
 - Install Flygt Pump in wet well
 - Wire to control panel and start up pump
- \$2,500.00

FINANCIAL CONSIDERATIONS: Funding for this project will be taken from the lift station operations line item of the Sewer Utility funds.

POLICY DECISION: Staff is adhering to City policy; JCI is our Flygt pump representative.

RECOMENDATION: Staff recommends the City Council accept the proposal from JCI to replace the existing Flowserve pump with a new Flygt grinder pump in the amount of \$52,309. This recommendation is in consideration of the shorter lead times as the 53rd St station currently is down to one pump, maintaining pump uniformity allows for easier replacement of parts and JCI proximity to the City allows for quicker response time should the pumps need maintenance. Taking these considerations into account makes the difference in cost negligible.



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

www.jciind.com

Friday, May 30, 2025

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

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

Attention: Marty McGee

Subject: Flowserve 6MSX13AW Budgetary Repair / Flygt Conversion Quote

Quotation #: SEQT-173752TM
Please refer to this number when ordering

Marty McGee:

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

Best regards,

Tanner McCleave

Tanner McCleave

JCI Industries, Inc.

Jason Schmutz

Jason Schmutz

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



Friday, May 30, 2025

Quote #: SEQT-173752TM

Item	Description	Qty	Unit Price	Subtotal
1.00	Flowserve 6MSX13AW Pump Repair Budgetary Repair Quote for Flowserve 6MSX13AW Pump. Lead time for repair: 12-16 Weeks ARO	1	\$87,515.00	\$87,515.00
2.00	Flygt 3171 Non-Clog / Chopper Pump Qty. 1- Flygt NP3171-433, 34hp submersible pump with hard iron impeller with flange drilled to accept existing Flowserve rail adapter. Qty. 1- Minicas and socket for over temp and seal failure protection. Lead time for new pump: 6-8 weeks ARO	1	\$49,809.00	\$49,809.00
3.00	Field Service for Installation of New Flygt Pump Work Scope: - Remove Rail Adapter and install on Flygt Pump - Install Minicas and socket in control panel - Install Flygt Pump in wet well - Wire to control panel and start up pump	1	\$2,500.00	\$2,500.00

Terms & Conditions

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

OTC TERMS AND CONDITIONS OF SALE

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

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

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

sale, purchase, delivery, performance, storage, processing, use or consumption of Goods or Parts shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

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

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

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods at the time of purchase is the only warranty applicable to the sale of Seller's Goods and its terms, conditions and limitations are incorporated by reference herein. Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the

services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Buyer acknowledges that the performance of any service by a Party other than Seller, which alters the manufacturer provided Goods as indicated in the Statement of Work or Work Order may void the manufacturer's warranty. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of the Parts. EXCEPT AS SPECIFIED ABOVE, PARTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

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

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

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

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

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

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

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

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

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

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

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

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

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

be accepted by Seller. Seller reserves the right to inspect Goods or Parts prior to authorizing return.

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

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

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

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

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

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

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

22. **ADDITIONAL SERVICE CONDITIONS:** The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Goods are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order

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

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

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

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

FTC Equipment, LLC

5238 Winner Road
Kansas City, MO 64127

Phone: 816-833-7200

Fax: 816-833-1074

Section XI, Item C.

Quote

Date	Estimate #
6/5/2025	15697

Name/Address
City of Bel Aire 7651 E. Central Park Bel Aire, KS 67226

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

Terms	Rep	FOB	W/O Number
Net 30	DKA	Factory	

Qty	U/M	Item	Description	Rate	TOTAL
			Facility:		
			Location:		
			Quote Flowserve 6MSX13AW Replacement		
1	EA	Package	XFP 155J Pump Package	39,300.00	39,300.00
1	EA	AXF3AT3331H1117	Sulzer Model XFP 155J-CB2.365 PE350/6 Submersible Pump with Premium Efficient Motor, 460V, 3PH, 47HP, 50' Cable (Wet Pit)	0.00	0.00
1	EA	16907006	CA462 110-230V-AC Seal Leak/Overtemp relay, din rail mounted, includes built in MiniCAS converter	0.00	0.00
1	EA	Labor Package	Installation Package	0.00	0.00
			Lead Time: 12-14 Weeks		
			Note: Freight is not included and will be billed on the invoice. Charged freight will not exceed \$1,000.00.		

We appreciate the opportunity to be of service to you!

TERMS AND CONDITIONS: Terms are net 30 days. Accounts not paid within terms are subject to a 1.5% service charge per month. Prices quoted are valid for 30 days from the date of this quote. Prices do not include any applicable taxes or freight charges. Freight is FOB factory. A convenience fee of 4% will be added to all credit card transactions.

Subtotal	\$39,300.00
Sales Tax (7.5%)	\$0.00
TOTAL	\$39,300.00

Limited Product Warranty

Standard | 5 Year Pro-Rated

XFP, AFP, VUP, VUPX, AFL, AFLX *

Sulzer Pumps Solutions Inc. ("Manufacturer") warrants the above referenced Sulzer brand equipment ("Products"):

- i) will be of the kind and quality as described in the contract, and
- ii) will be free of material defects in workmanship and material, and
- iii) will, to the extent required for its functioning, be free from defects in design. However, Manufacturer shall not be held responsible for (i) selection or choice of products for a general or specific use, including quantities or sizing of products; or (ii) the design of the Products (including the selection of the materials) if the design and/or the selection of the materials was not chosen or provided by Manufacturer.

The warranty shall begin upon the delivery of the Products and expire on the earliest of the below dates ("Warranty Period"):

- i) sixty (60) months from date of installation of the Products; or
- ii) sixty-six (66) months from the date the Manufacturer made the relevant Products available for delivery.

This warranty is contingent upon start-up of the Products on site by an authorized Manufacturer's representative, as verified by receipt of start-up reports completed and signed by an authorized Manufacturer's representative, as well as any other documentation required by Manufacturer to support the claim. Sulzer will cover the cost of all parts and labor required to replace or repair any warrantable Product(s) or part(s) thereof as set forth in the table below. The purchaser or end user is required to pay the applicable percentage of the most recent list price (list price minus the amount covered by Manufacturer in the table below) of all parts and labor required to replace or repair any warrantable Product(s) or part(s).

Warranty Coverage

Months	0 - 36	37 - 48	49 - 60
Percentage of Product(s) and Part(s) Covered by Manufacturer	100% Parts / 100% Labor	75% Parts / 75% Labor	50% Parts / 50% Labor

In the event that Manufacturer undertakes any repair or replacement of any Products or parts thereof in accordance with its obligations under this warranty, such repaired or replaced part shall be warranted in accordance with this warranty for a period of ninety (90) days from the date of completion thereof or until the end of the Warranty Period, whichever expires later. Such extended Warranty Period shall under no circumstances exceed a period of ninety (90) days after the end of the original Warranty Period.

If during the Warranty Period, any Products or parts thereof fail to meet the requirements set out in this warranty, the purchaser or end user shall immediately provide written notification to Manufacturer stating the reasons therefor. Upon receipt of prior written authorization from Manufacturer, Products shall be transported to Manufacturer's authorized service center, prepaid, at purchaser or end-user's cost. Manufacturer's sole obligation shall be to repair, modify, or replace the affected product(s) or part(s) thereof at Manufacturer's sole option. Manufacturer shall be liable for Manufacturer's own costs incurred as a result of such action only. In no event shall Manufacturer be responsible for the cost of providing access to the Products or parts thereof, or costs of disassembly, removal or reinstallation of any Products or parts thereof. Product(s) or part(s) thereof repaired or replaced under this warranty will be returned with freight prepaid. Products must be repaired by an authorized Manufacturer repair center for warranty coverage to be considered. Explosion-proof or other agency approved Products must be repaired at a Manufacturer's authorized service center in order to retain the agency's approval rating.

This warranty shall not apply and shall terminate immediately if the faults or defects referred to herein cannot be proved to be a result of Manufacturer's failure under this warranty. Such exclusions from warranty shall include, but not be limited to, any Products or parts thereof which have been (i) subjected to misuse, misapplication, accident, alteration, neglect, failure to act in a timely manner to address alarms/warnings, or physical damage; (ii) stored outside and/or in a non-climate controlled environment, installed, operated, and/or maintained in a manner which is contrary to Manufacturer's written instructions as it pertains to installation, operation and maintenance of the Products, including but without limitation to being operated without being connected to monitoring devices supplied with specific products for protection; (iii) used in an application or for pumping liquids other than the use for which it is intended as specified in Manufacturer's product literature; (iv) damaged due to a defective power supply, improper electrical protection, faulty repair, ordinary wear and tear, corrosion, erosion or chemical attack, an act of God, an act of war or by an act of terrorism; (v) damaged resulting from the use of accessory equipment not sold by Manufacturer or not approved by Manufacturer for use in connection with Manufacturer's products; (vi) repaired or altered without Manufacturer's written consent; or (vii) operated outside of 50% to 130% of BEP flow, unless pre-authorized in writing by Manufacturer.

This warranty does not cover costs for standard and/or scheduled maintenance that is performed, nor does it cover Manufacturer's parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship is determined by Manufacturer. Wear Parts, where applicable per the Products design, are defined as cutters, cutting plates, seals, bearings, impellers/propellers, diffusers, wear rings (stationary or rotating), volutes (when used in an abrasive environment), oil, grease, cooling fluids and/or any items deemed necessary to perform and meet the requirements of normal maintenance on the Products.

All protection features (including moisture sensors, bearing monitors, and thermal overloads) incorporated in the Products must be properly connected to Manufacturer supplied or approved monitoring device(s) for warranty coverage. This warranty is valid only if alarm monitoring components, cables, and/or control components/panels supplied or authorized by Manufacturer are used. If protection feature(s) is(are) not connected, for any reason, it must be approved, in writing, by the Manufacturer, to validate the warranty coverage.

Manufacturer shall not be liable for any special, indirect, consequential, incidental, or punitive damages, or profit loss of any kind. Unless authorized in writing by Manufacturer, Manufacturer shall not be responsible for damages for delay or expenses for rented (replacement) equipment, pump removal, installation, contractors, or repairs.

This warranty shall extend only to the initial end user.

CORRECTION OF NONCONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED WITHIN THIS WARRANTY SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES OF MANUFACTURER TO PURCHASER WHETHER BASED ON CONTRACT, NEGLIGENCE, OR OTHERWISE, WITH RESPECT TO THE PRODUCTS AND PARTS THEREOF, INCLUDING ANY SERVICES PERFORMED. MANUFACTURER MAKES NO OTHER WARRANTY, GUARANTEE, OR REPRESENTATION IN RESPECT OF THE PRODUCTS AND PARTS THEREOF, INCLUDING ANY SERVICES PERFORMED OTHER THAN AS SPECIFIED IN THIS WARRANTY. ALL OTHER WARRANTIES, CONDITIONS, AND REPRESENTATIONS, EXPRESSED OR IMPLIED BY STATUE, COMMON LAW, OR OTHERWISE, IN RELATION TO THE SUPPLY OF THE PRODUCTS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE EXTENT PERMITTED BY LAW.

* This warranty is applicable to Products supplied by Sulzer Pumps Solutions Inc. or Sulzer Pumps (Canada) Inc. for installation in the U.S.A. or Canada, unless specifically indicated otherwise in writing by Manufacturer.

1 CONTRACT
2 FOR
3 EQUIPMENT PURCHASE
4 (New Flowserve Pump and Installation)

5 This Contract is entered into this 17th day of June, 2025, by and between the City of Bel
6 Aire, Kansas, a municipal corporation, (hereinafter called “City”) and JCI Industries, Inc., a
7 domestic for-profit corporation, whose principal office is at 1335 South Young, Wichita, Kansas,
8 67209, Telephone Number (316) 942-6200, (hereinafter called “Contractor”).

9 WHEREAS, the 53rd Street lift station has two pumps that control sewer flow to the
10 Chisholm Creek Utility Authority (CCUA) sewer plant. The Flowserve Pump is original to the lift
11 station, has been repaired multiple times over the course of its lifetime, and has failed; and

12 WHEREAS, the 53rd Street lift station has only one working pump at this time and
13 Contractor has the shortest lead time; and

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

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

17 1. Scope of Services. Contractor shall install a new Flygt NP3171-433/Non-Clog/34hp
18 submersible/chopper pump and complete all field service necessary for the installation. All
19 equipment shall be delivered at the Contractor’s expense to the requested City job site
20 within 6-12 weeks from the time of ordering. Any extension of the delivery date is within
21 the City’s sole discretion. Failure of the Contractor to timely deliver the equipment shall
22 allow City to cancel the contract without payment or penalty.

23 The parties agree that the additional information in Exhibit A (JCI quote dated 05/30/25, 2
24 pages) is incorporated herein. The parties further agree that all provisions of Exhibits B
25 and C (6 pages) are effective between them and govern this Contract.

26 2. Compensation. City agrees to pay Contractor \$52,309.00 for a new Flygt NP3171-
27 433/Non-Clog/34hp submersible/chopper pump and all field service necessary for the
28 installation. The Contract price is approved by the Governing Body on June 17, 2025.

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

33
34 4. Entire Agreement. This Contract and the documents incorporated herein contain all the
35 terms and conditions agreed upon by both parties. No other understandings, oral or

otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

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

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PASSED by the Governing Body of the City of Bel Aire, Kansas, on the 17th day of June, 2025.

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

CITY OF BELAIRE, KANSAS

Jim Benage, Mayor

ATTEST:

APPROVED AS TO FORM ONLY:

Melissa Krehbiel, City Clerk

Maria A. Schrock, City Attorney

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

JCI INDUSTRIES, INC.

(Authorized Signature: Name, Title)
Jason Schmutz, Sales Engineer

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

125
126

EXHIBIT A



An **DTC** INDUSTRIAL TECHNOLOGIES Company

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

www.jciind.com

Friday, May 30, 2025

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

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

Attention: Marty McGee

Subject: Flowserve 6MSX13AW Budgetary Repair / Flygt Conversion Quote

Quotation #: SEQT-173752TM
Please refer to this number when ordering

Marty McGee:

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

Best regards,

Tanner McCleave

Tanner McCleave

JCI Industries, Inc.

Jason Schmutz

Jason Schmutz

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

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

www.jciind.com

Friday, May 30, 2025

Quote #: SEQT-173752TM

Item	Description	Qty	Unit Price	Subtotal
1.00	Flowserve 6MSX13AW Pump Repair Budgetary Repair Quote for Flowserve 6MSX13AW Pump.	1	\$87,515.00	\$87,515.00
	Lead time for repair: 12-16 Weeks ARO			
2.00	Flygt 3171 Non-Clog / Chopper Pump Qty. 1- Flygt NP3171-433, 34hp submersible pump with hard iron impeller with flange drilled to accept existing Flowserve rail adapter. Qty. 1- Minicas and socket for over temp and seal failure protection. Lead time for new pump: 6-8 weeks ARO	1	\$49,809.00	\$49,809.00
3.00	Field Service for Installation of New Flygt Pump Work Scope: - Remove Rail Adapter and install on Flygt Pump - Install Minicas and socket in control panel - Install Flygt Pump in wet well - Wire to control panel and start up pump	1	\$2,500.00	\$2,500.00

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EXHIBIT B

CITY OF BEL AIRE, KANSAS

MANDATORY TERMS AND CONDITIONS

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

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

- 187
- 188 9. No party shall be required to submit any dispute to arbitration, but a good faith mediation
- 189 attempt shall be a condition precedent to litigation as a resolution process. The parties
- 190 waive trial by jury.
- 191
- 192 10. The City shall not hold harmless or indemnify the Contractor beyond the liability that may
- 193 be incurred under the Kansas Tort Claims Act (KSA 75-6101 et seq.).
- 194
- 195 11. The City shall not be required to purchase insurance against any liability loss or damage to
- 196 which this Contract relates. The Contractor shall bear the risk of loss to any person or
- 197 property over which it has authority or control, however exercised.
- 198
- 199 12. This Contract shall be interpreted and implemented so that the City remains in compliance
- 200 with the Cash Basis Law (KSA 10-1112 and 10-1113), the Budget Law (KSA 79-2935) and
- 201 all other laws of the State of Kansas. The City retains the right to unilaterally modify or
- 202 terminate this Contract at any time if, in the opinion of its legal counsel, the Contract may
- 203 be deemed to violate the terms of such laws.
- 204
- 205 13. The obligation to supply goods or services under this Contract is personal to this
- 206 Contractor, and cannot be assigned, subcontracted or transferred to another without the
- 207 written consent of the City.
- 208
- 209 14. This Contract is intended solely for the benefit of the City and the Contractor. The parties
- 210 do not intend that it benefit, either directly or indirectly, any third party. No third party
- 211 may sue for damages based on the terms or performance of this Contract.
- 212
- 213 15. Contractor shall be in default of this Contract in the event that Contractor (i) applies for or
- 214 consents to the appointment of a receiver, trustee or liquidator of itself or any of its property,
- 215 (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debt,
- 216 (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt
- 217 or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer
- 218 seeking reorganization or an arrangement with creditors, or taking advantage of any
- 219 bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law
- 220 or statute or admits the material allegation of a petition filed against it in any legal
- 221 proceedings, or if an action shall be taken by Contractor for the purpose of accomplishing
- 222 any of the above actions.
- 223
- 224 16. Goods or equipment delivered and/or services rendered hereunder must be made according
- 225 to the terms of this Contract both as to time and quantities, with City reserving the right to
- 226 cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to
- 227 the times specified. If no schedule for delivery appears otherwise in the Contract, delivery
- 228 shall be completed in a reasonable time, judged by the continuing utility to and viability of
- 229 the City's related project or service.
- 230
- 231 17. In the event no quality is specified on the face of the Purchase Order/Quotation, the goods
- 232 or equipment delivered and/or services rendered hereunder must be of the best quality. If

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

18. Contractor must immediately notify City of any safety recall notices of products, goods and services Contractor has provided to City. In addition, Contractor shall remedy the recalled defect(s), at no cost to City, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to City in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section survives expiration or termination of the Agreement.
19. The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq., as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
 - a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.
 - b. In all solicitations or advertisement for employees, the Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.
 - d. Contractor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or Contractor.
 - e. Exempted from these requirements are:
 - (1) Any Contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).
 - (2) Any Contractor who employs fewer than four (4) employees during the term of this Contract.
 - (3) Contractors who hold contracts with the City of Bel Aire with a cumulative total of five thousand dollars (\$5,000.00) or less during the City's Fiscal Year.
 - f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human

Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the Contractor shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973; the Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated thereunder. Any finding adverse to the Contractor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.

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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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7651 E. Central Park Avenue
Bel Aire, Kansas, 67202
Phone: 316-744-2451 Fax: 744-3739
www.belaireks.gov

Permit fee: \$2 Section XI, Item D.

For Office Use Only

*Payment date: Waived by CM

Approval date: _____

LIFE'S ON THE EDGE!

FIREWORKS PUBLIC DISPLAY PERMIT APPLICATION

Date of Display: June 28, 2025

Start & End Time: 9pm / 2100

Alternate Weather Date of Display: n/a

Start & End Time: 10:30pm / 2230

Type of Fireworks to be used (describe or attach list): 1.4 gram. List attached

Anticipated need for police, fire, or other municipal services (List all that apply): _____

If police can assist with traffic, that would be great. The City of Wichita will determine whether or not fire will be required.

Organization or Group for which display is planned: Waz Up Fireworks Family, Fun, Fireworks Demo and Show

8745 East 50th Street North Bel Aire, Kansas 67226

Property Address of the Display:

*You Must Attach a Diagram of Display Location to this Application. Diagram must indicate distances from point of fireworks discharge to: perimeter of grounds, all structures located upon grounds, all structures on abutting properties within 500 ft of point of discharge, all abutting streets, points of ingress/egress to the grounds, and the area at which the audience will be located.

Organization/ Individual: CIAC, LLC "DBA" Clinic In A Can

Address: 9745 East 50th Street North

City: Bel Aire

E-Mail: mike@clinicinacan.com

Contact Person: Michael Wawrzewski

Contact Person's Phone #: 316 204 4677

HAS WRITTEN PERMISSION OF THE PROPERTY OWNER BEEN OBTAINED? : yes-owner is the operator

(A copy of the owner's permission is to be attached to this application)

OPERATOR INFORMATION:

Name of Operator: Michael Wawrzewski

Business Name: Waz Up Fireworks, LLC

Address: 9745 East 50th Street North

City: Bel Aire

E-Mail: mike@clinicinacan.com

Phone Number: 316-204-4677

Operator License Number: SGFOW197

Issue Date: 5/5/2025

Expiration Date: 5/5/2029

Insurance: Applicant must provide a certificate of public liability insurance for the display in a minimum amount of \$1,000,000.00 for each occurrence including damage to vehicle, naming City of Bel Aire as additional insured and providing for workers compensation, which is written by an insurance carrier licensed to do business in Kansas.

Sedgwick County Fire Marshall approval: No public display permit will be approved by the City until the Sedgwick County Fire Marshall has approved the application for this display.

I understand that all documentation including proper evidence of the required insurance coverage, permit fee, and this application must be received by the City no less than 30 days prior to the date of the display as stated above. I certify the above information is true and correct to the best of my knowledge and belief. I understand that any incorrect information submitted on this application will give the City of Bel Aire authorization to deny my permit application. I also certify that I have attached all required information. I understand that only completed applications will be accepted.

Fireworks displays shall be completed by midnight on Fridays and Saturdays and 11:00 p.m. Sunday through Thursday. FIREWORKS DISPLAYS SHALL BE CONDUCTED IN ACCORDANCE WITH NFPA 1123 and 1127 AND SHALL CONFORM TO THE REQUIREMENTS AS SET FORTH ON PERMIT. The permit, if issued, must be posted at the display site and surrendered upon request to the representative of the City of Bel Aire. I further understand that no one is permitted to discharge any type or form of common fireworks at the site. The permit will not be transferable to another operator. Violation of these requirements may cause my permit privileges to be forfeited and future permits to be denied.

Applicant Signature:

Date: 6/5/2025

Received by:

Date: 6/5/2025

*waived per City Manager; for this year

OFFICE OF THE STATE FIRE MARSHAL, STATE OF KANSAS

**PERMIT #: SGFOW197
WAWRZEWSKI III MICHAEL J
9745 EAST 50TH STREET NORTH
BEL AIRE KS 67226**

Is Granted This Permit As: **Fireworks Display Operator**
Personal/Non-Commercial Use

To perform duties as a Public Fireworks Display Operator as granted by the Kansas Fire Prevention Code and adopted National Standard NFPA 1123, 2014 Edition within the State of Kansas.

As granted under the authority of K.A.R. 22-1-3(x) and other provisions of the Kansas Prevention Code.

This Permit is valid until **5/5/2029** unless suspended, revoked or refused renewal in accordance with the provisions of KAR 22-1-5

Issued: 5/5/2025

Expires: 5/5/2029



Wally Roberts
Chief of Investigations

Operators must carry this card. Please cut on solid line

OFFICE OF THE STATE FIRE MARSHAL, STATE OF KANSAS

Permit #: SGFOW197

As: Fireworks Public Display Operator

Personal/Non-Commercial Use

To: WAWRZEWSKI III MICHAEL J

BEL AIRE KS 67226

Issued: 5/5/2025

Expires: 5/5/2029



Wally Roberts
Chief of Investigations



Display Site Plan

Where:

Waz Up Fireworks
9745 East 50th Street North
Bel Aire, Kansas 67226

Name of Event:

Family, Fun, Fireworks Demo & Show

Date:

June 28, 2025

Time:

9:00pm until 10:30pm

Presented by:

Waz Up Fireworks

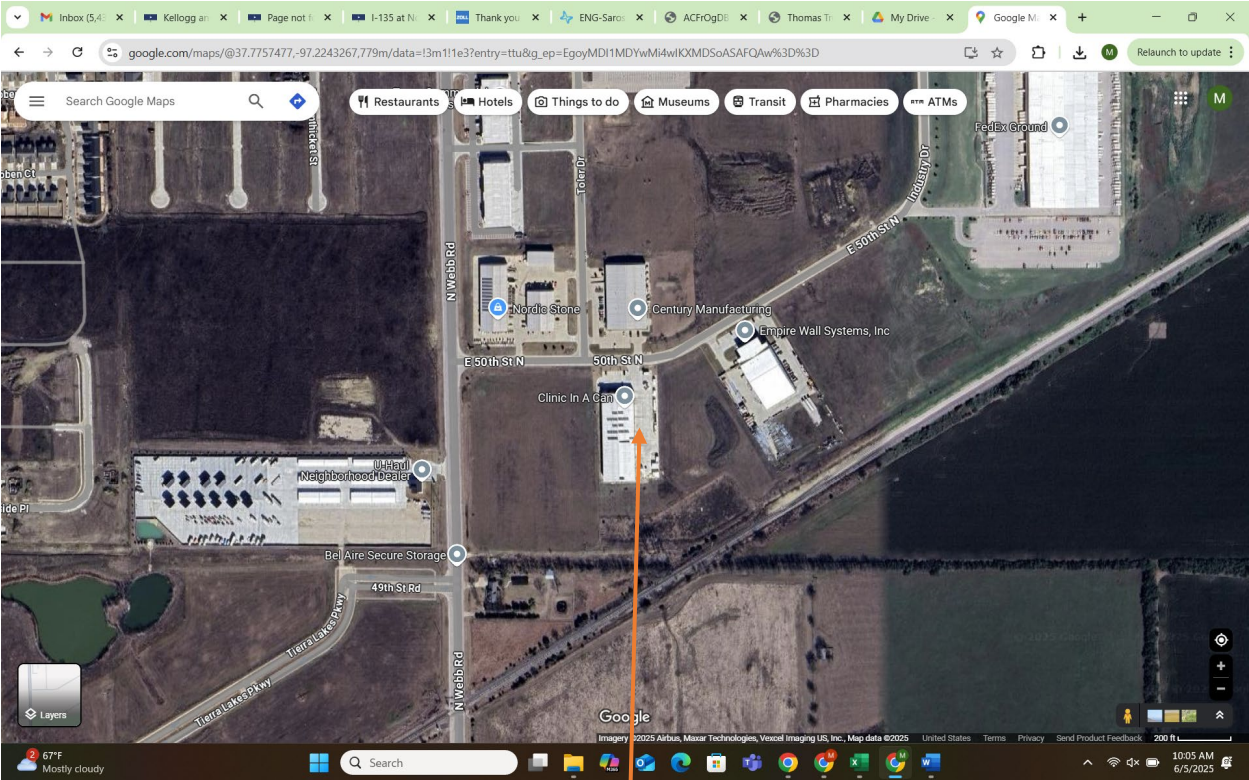
Operator/Shooter:

Michael Joseph Wawrzewski III

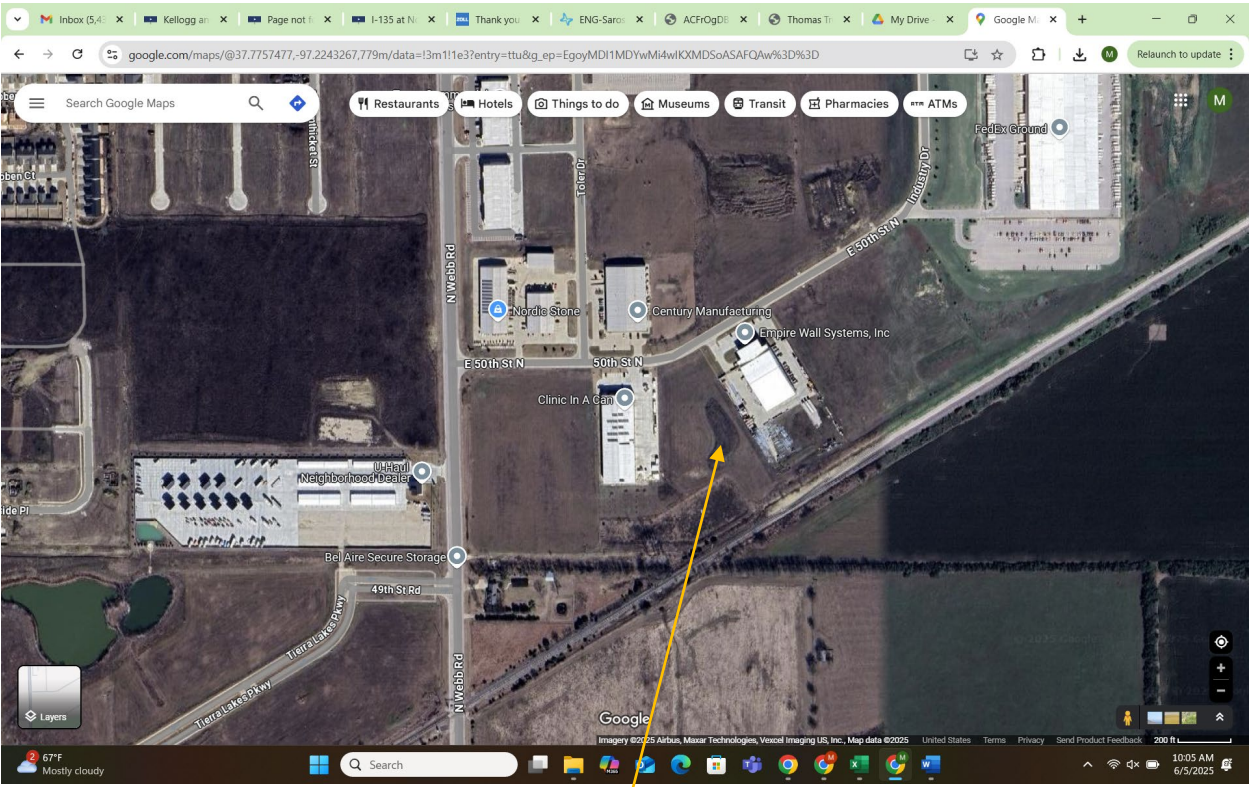
Size of Fireworks:

1.4 gram and 1.4 gram Pro-line series

Location Site Plan Overview



Clinic In A Can



Display Location in Reference to Clinic In A Can building



1. Shoot Site
2. Fallout zone >200 feet
3. Security Area. Lake on westside. Parking entrance to Omni Cut with a fence separating stadium from Omni Cut on the South. Garnett Street on the East side will be temporarily blocked off during the show.
4. Audience/Spectators. >200 feet.



CERTIFICATE OF LIABILITY INSURANCE

Section XI, Item D.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ryder Rosacker McCue & Huston (MGD by Hull & Company) 509 W Koenig St Grand Island NE 68801	CONTACT NAME: Kristy Wolfe PHONE (A/C, No, Ext): 308-382-2330 E-MAIL ADDRESS: kwolfe@ryderinsurance.com		FAX (A/C, No): 308-382-7109
	INSURER(S) AFFORDING COVERAGE INSURER A: SCOTTSDALE INS CO		NAIC # 41297
INSURED Waz Up Fireworks 9745 East 50th St. Bel Aire KS 67226	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1852171517

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPS8138693	2/5/2025	2/5/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N	N / A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per attached form CG 24 53 when required by written agreement.
Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
Regarding the General Liability coverage, Primary and Non-Contributory coverage applies to the entities listed below per attached form CG 20 01 when required by written agreement.
Additional Insured: City of Bel Aire

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

COMMERCIAL GENERAL LIABILITY
CG 24 53 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the “bodily injury,” “property damage,” or “personal and advertising injury.”

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person’s or organization’s status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. **Exclusions** of **SECTION I—COVERAGES**:

This insurance does not apply to “bodily injury,” “property damage” or “personal and advertising injury” occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
 4. Coverage is not provided for “bodily injury,” “property damage,” or “personal and advertising injury” arising out of the sole negligence of the additional insured.
 5. The insurance provided to the additional insured does not apply to “bodily injury,” “property damage,” or “personal and advertising injury” arising out of an architect’s, engineer’s or surveyor’s rendering of or failure to render any professional services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that insurance be primary.

Section XI, Item D.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any “suit” if any other insurer has a duty to defend the additional insured against that “suit.” If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured’s rights against all those other insurers.

AUTHORIZED REPRESENTATIVE
DATE

CITY OF BEL AIRE
STAFF REPORT

DATE: May 31, 2025

TO: City Manager

FROM: Marty McGee, Public Works Director

Water- 5-8-25 we did GPS Locating with our new Trimble unit, this allows us to update our GIS with proper utilities. Time-consuming project but worth the effort for Bel Aire's future. On 5/30/25 we used the Trimble unit again to locate services and update our GIS mapping.

On 5-12-25 we changed the chlorine reagent bottle at the North water tower.

On 5-12-25 we used the new auto flusher to restore the chlorine level at 53rd street and Greenwich. This device is a timer unit and has saved us labor hours.

On 5/14/25 a new fire hydrant curb and gutter and driveway was installed at 5809 Kenawee due to a water leak, picture below.

On 5/19/25 we sent water samples to KDHE, On 5/19/25 we repaired a water meter in the Tree Top Nursery parking lot after a truck ran the meter over and collapsed the ring and lid. Picture included below of the repair.

Streets- On 5-13-25 we placed 9 tons of asphalt down for the approaches coming out of each subdivision for better transition going into Woodlawn. We also finished a patch on the 38th and Parkwood pictures included below. Public works poured the new curb last month and finished the street patch this month.

On 5/14 and 5/15 we did mastic repair on 45th street from Woodlawn to Oliver on the North side of the Street. We have patched most of the potholes on 45th street this month. we have filled a total of 45 potholes around town. On 5/14/25 the street crossing project was completed on 46th and Krueger. Picture included below.

On 5/19 and 5/20 we did sign checks around town, there were only two signs needing to be repair, we also replaced 4 yield signs and 3 Stop signs in Central Park this month due to sun fading. On 5/29 we repaired the new blinking stop sign at 53rd and Woodlawn due to a truck hitting the sign.

Sewers- On 5/9/25 we cleaned sewers in Central park and the City Hall building.

On 5-12-25 we had to pull the old sewer pump at 37th and Harding due to a T-Shirt clogging the pump and overheating the pump. All lift stations have been cleaned, and all trash has been removed. On 5/19/25 the chopper pump had to be removed from the 53rd street lift station due to a cut wire, this caused the pump to run all the time. The pump was removed and sent to JCI for repairs. Nothing was wrong with the pump, only a control wire was cut by our staff after removing it for a clog. This was discussed and should not happen again, we rerouted the wiring to avoid future issues.

This month we have started cleaning sewers and televising with the new sewer camera. we started with street drops and will move into backyard manholes after information has been recorded and sewers have been cleaned in each section. The camera works as it should and is an asset to our department. The new easement machine that was purchased from Key Equipment last month should arrive in the first week of June.

Parks- All monthly park inspections have been done for the month with little to no findings. All the sprinklers are set to run on their designated days to help follow the drought restriction plan. The entire town has been sprayed for weeds and Poison Ivy; all rock and mulch beds have also been treated. The exterior ditches have become an issue mowing this month due to our tractor being in the shop for repairs and the amount of rainfall. On 5/22/25 staff removed all Algie and treated the lake to stop the Algie growth during the summer month at alley Park. We added two types of chemicals to reduce the amount of Algie growing, the chemical added are Black Pond Dye and Copper Sulfate. Recommendation to install a fountain at Alley Park to stop the continuous growth of Algie each year. picture included below

As of 5-12-25 Eagle Lake Park is completed and open to the public.

On 4/27/25 we ordered 4- Park benches to replace the broken and dated benches at Bel Aire Park.

Storm Water - On 5/08 we unclogged the storm sewer at 48th and Woodlawn. After the rain and storms on 5/19/25 staff drove around the town and checked all storm drains to ensure proper drainage. There were a total of 6 storm drains cleaned this month.

On 5/12/25 we opened a trench at 45th and Elk Creek to allow the water to exit 45th Street. This has been a problem for some time, I would recommend having a concrete flume poured there in the future. On Saturday 5/24 staff and I went out to Elk Creek to Prestwick to drain the water off the street that was close to entering residents' garages. After 5 hours staff was able to drain the inlet and remove the flooding. The city engineer and I will discuss the best method of resolving this issue for the future. No property damage was caused by this flooding at this time as the water did not enter any residents' garages, but it was close to entering.

Special Events- KMIT came out to do a Safety inspection of the Public Works Building on 5/21/25. There were little to no findings. there were 2 guards missing on hand grinders, one outlet cover broken and one shield missing on the drill press. Overall, the inspector was very satisfied with his inspection. The corrections mentioned have been corrected as of 5/23/25.

On 5/21/25 Atlas Electric came to City Hall to repair the streetlight in the parking lot on the PD. Side.

On 5/12/25 we welcomed Rance Kindred to the Public Works team. Rance brings advanced knowledge to help with our sewer system infrastructure and will be a great asset to our team.

We purchased a propane rack for the shop that was recommended by KMIT during the inspection. All propane, oxygen and acetylene bottles are to properly be stored in a caged area with doors that lock. Picture included below.



Woodlawn Asphalt



New Propane Cage for Safety storage.



38th and Parkwood



37th And Harding Lift Station Pump

45 Street Mastic



45th Street- Mastic Repair



Tree Top Parking lot



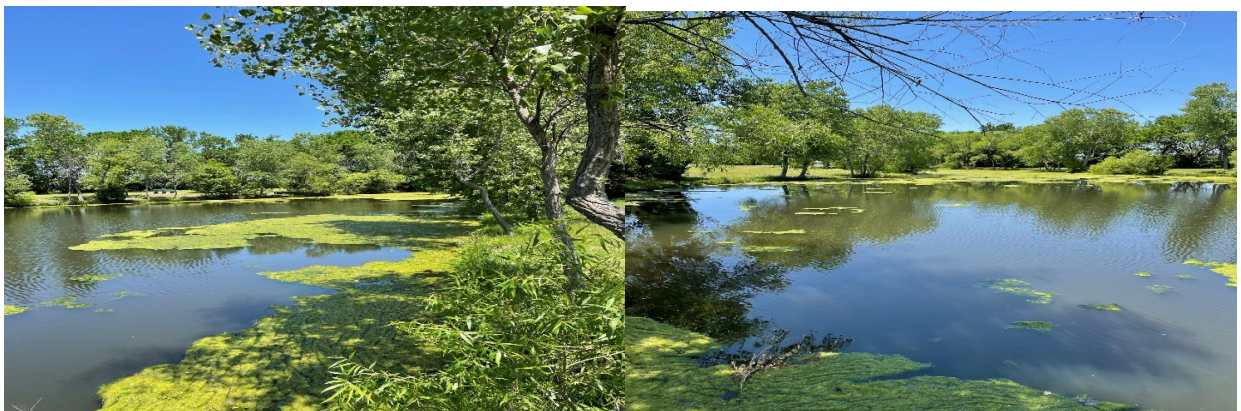
46th and Krueger



5809 Kenawee



4- New park benches for Bel Aire Park



Alley Park.

City of Bel Aire Utility Advisory Committee Minutes
Wednesday, April 2, 2025

Section XIV, Item B.

- Meeting called to order at 3:00 pm
- In attendance: Dan Broyles, Terry Ercolani and Bill Moss, Antonio Kitt and Art Tenbrink were absent.
- Approval of agenda: Bill motion, Dan second. Agenda approved.
- Approval of meeting minutes: Bill motion, Dan second. Meeting Minutes approved.
- New business
 - Discuss 2025 field trip
 - No response to Terry's request for a tour from ASR.
 - Terry will contact CCUA for a possible tour of their facility
 - Discuss City-wide composting.
 - Brainstormed ideas, will ask input for ideas and interest from Bel Aire citizens on social media
 - May 2025 "Did You Know"
 - Approved May's DYK addressing E-recycling that will occur on May 3rd
- Roundtable discussion
 - Dan and Bill had no report
 - Terry reported the 2025 Water Conservation Report was submitted to the City for approval:
- Next meeting: UAC meeting May 14, 2025, 3-5 pm at City Hall Senior Center. Accepted by the UAC members present.
- Meeting adjournment made by Bill, Dan second. All approved. Meeting adjourned at 3:30 pm

City of Bel Aire, Kansas

STAFF REPORT

DATE: June 11, 2025

TO: Ted Henry, City Manager & Bel Aire Governing Body

FROM: Brian Hayes, Recreation Director

RE: May Activities

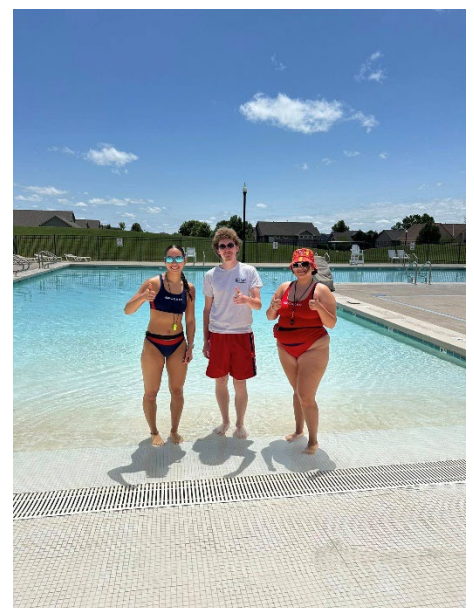
Recreation

- 30 Blastball & Short Sports participants completed their spring sessions on May 8th.
- 112 players on 9 third thru eighth grade WHJBSL teams near the midpoint of their seasons.
- 158 T-Ball and Machine Pitch Baseball athletes began practicing on May 21st. Participation is up 20 over last year. Games begin in June and run through July.
- Summer Day Camp began at capacity on May 27th and will run through August.
- Taekwondo class participation was steady with 17 compared to 18 in April.
- Exercise classes continue to be steady with 23 participants.
- Tippi Toes Dance class finished the spring session with 8 participants.
- Soccer Stars (*formerly Happy Feet*) finished their spring session with 12 participants.
- May drop-in use had 540 sign-ins which is slightly down from 587 in April.
- The first session of Tumbling finished with 9 participants. This collaboration with Wichita Gymnastics will hold another session beginning in June.
- The Tyler Tech hardware issues are still being worked around.
- Preparations to repair the winterkilled Soccer Field turf began and will continue in June. Repair of the baseball/softball fields will be determined after summer ball is completed.
- Challenger Soccer Camp is coming in July.

- 991 seniors signed in for cards, pickleball, line & folk dance, book club, exercise, sewing, walking, educational, & special activities compared to 847 in April.
- Programs included Enhance Fitness, an outing to the Great Plains Nature Center, Master Gardener Tips, and a nutritional presentation. In all there were 16 ongoing programs, 4 special activities, and 3 educational sessions offered.
- The Enhance Fitness class is being funded thanks to another grant from Sedgwick County. Currently the class is at capacity with 42 participants. This evidence-based class meets 3 times a week through the end of August.
- Upcoming Senior activities include the annual cookout, a museum outing, a lemonade social as well as the many ongoing baseline programs, games, crafts, and communications.

Swimming Pool

- An excessive amount of pool repairs was completed in time for opening day.
- The annual staff training and workday was held on May 21st. 7 pool staff return from last year.
- The pool opened briefly on May 24th then the rain began. Unfortunately, the rain and cool weather kept the pool pretty much closed for the remainder of the month although many residents did register for swimming lessons, rentals, and memberships.
- The new Tyler platform was put in place at the pool but like the Rec Center, staff is having to work around issues. Tyler Technologies has been unable get the credit card reader and receipt printer devices to work properly.
- Upcoming pool programs include swimming lessons, family nights, and Hot Dawgs Pool Party.



MANAGER'S REPORT

DATE: June 12, 2025
TO: Mayor Benage and City Council
FROM: Ted Henry, City Manager
RE: June 20, 2025 Agenda



Consent Agenda (Item VII)

The Consent Agenda contains only the Minutes of the June 3rd City Council meeting.

Appropriations Ordinance (Item VIII)

This appropriation ordinance encompasses 05/28/2025 through 06/10/2025 expenses and one payroll cycle. Expenditures amounted to \$790,428.23. Of the reported expenses, \$8,322.50 are infrastructure costs for new developments. These costs are paid through special assessments.

Bids for Bel Aire Lakes (Item A)

This item was tabled at the May 20th City Council meeting, to allow staff time to meet with the Developer. Following that meeting, the Developer is now ready to move forward. Certified Engineering Design (CED) worked with the Developer to design the water and sanitary sewer improvements. Bids were accepted on April 29th. Four contractors responded to the solicitation. The Base Bid consists of asphalt paving and a pre-cast Reinforced Concrete Box Culvert (RCBC)..Alternate A removes the pre-cast RCBC and substitutes a Cast-In Place RCBC. Alternate B is for concrete pavement. The low bid fell within the initial petition amount (\$2,150,000). The cost of the improvements for these projects will be financed through a bond and spread as special assessments against the benefiting lots. The total costs for concrete pavement is 8.35% higher than the costs for asphalt paving from Pearson Construction, who was the low bidder for each option. Staff recommends that the City Council accept the Base bid plus Alternate B from Pearson Construction, LLC in the amount of \$1,832,274.35.

Work Order for Bel Aire Lakes Construction Observation (Item B)

PEC has been assisting the City with construction observation services for the water and sanitary sewer portions of the Bel Aire Lakes project and was the only firm responding to the RFP for construction observation services for the paving and drainage project. The other firms did not have staffing availability for the project to provide the coverage and service that we typically expect. The costs associated with the project will be financed through a bond and spread as special assessments against the benefiting lots. Staff recommends that the Council accept the Agreement with PEC for Construction Observation services for \$225,000.00.

Purchase of Replacement Pump for Sewer Lift Station (Item C)

The 53rd Street lift station has two pumps that control sewer flow to the CCUA sewer plant, the original Flowserve pump (installed around 2006), and a Flygt chopper pump that was purchased in 2022. The Flowserve pump is original to the lift station and has been repaired multiple times. The Flowserve pump has recently failed, leaving the lift station with one working pump.

We have received bids for both the repair and replacement of the failed Flowserve pump. In an effort to obtain another provider of sewer pumps, we have contacted FTC Equipment. FTC supplies a different brand of pumps. These pumps are equal in performance and quality to Flygt pumps with a similar warranty. In your packet, Marty has provided a detailed report with options and lead times. The repair cost is considerably higher than the cost to replace the pump with a new Flygt grinder pump.

Flygt grinder pumps are currently used in the City's other lift stations. Maintaining pump uniformity allows for easier replacement of parts and JCI's proximity to the City allows for quicker response time should the pumps need maintenance. Taking these considerations into account makes the difference in cost negligible. Funding for this project will be taken from the lift station operations line item of the Sewer Utility funds. Staff recommends the City Council accept the proposal from JCI to replace the existing Flowserve pump with a new Flygt grinder pump in the amount of \$52,309.

Fireworks Public Display Permit, Clinic In A Can (Item D)

An application for Fireworks Public Display Permit is on the agenda. Both the Bel Aire Police Department and Sedgwick County Fire District 1 have inspected the display site and neither expressed any concerns. Staff recommend approval of the application.

Executive Session (Item XIII)

There is one Executive Session on the agenda.