



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
October 17, 2023 7:00 PM



I. CALL TO ORDER: Mayor Jim Benage

II. ROLL CALL

Greg Davied ____ Tyler Dehn ____ Emily Hamburg ____
Justin Smith ____ John Welch ____

III. OPENING PRAYER: John Barkett

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. PROCLAMATION:

A. Red Ribbon Week - October 23rd through 31st

VI. DETERMINE AGENDA ADDITIONS

VII. CONSENT AGENDA

A. Approve Minutes of the October 3, 2023 City Council meeting.

B. Accept a Petition for Water Main Improvements on Webb Rd - 53rd Street to 1/2 Mile North.

C. Approve A Resolution Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire, Kansas; Making Certain Findings With Respect Thereto; And Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Water Main Improvements/North Webb Road).

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

Motion _____ Second _____ Vote _____

VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 23-19 in the amount of \$885,555.84.

Action: Motion to (approve / deny / table) Appropriations Ordinance No. 23-19.

Motion _____ Second _____ Vote _____

IX. CITY REQUESTED APPEARANCES: None

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

XI. REPORTS

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

XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of A Resolution Authorizing The Offering For Sale Of General Obligation Bonds, Series 2023A And General Obligation Temporary Notes, Series 2023B, Of The City Of Bel Aire, Kansas.

Action: Motion to (approve / deny / table) the Resolution Authorizing The Offering For Sale Of General Obligation Bonds, Series 2023A And General Obligation Temporary Notes, Series 2023B, Of The City Of Bel Aire, Kansas and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

B. Consideration of a Reassessment Agreement with Bayside Development for drainage improvements in lots 1-8, Block 1, Sunflower Commerce Park 2nd Addition.

Action: Motion to (approve / deny / table) the Reassessment Agreement with Bayside Development for drainage improvements in lots 1-8, Block 1, Sunflower Commerce Park 2nd Addition, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

C. Consideration of a Reassessment Agreement with Sham Way, LLC (Bel Aire Lakes).

Action: Motion to (approve / deny / table) the Reassessment Agreement with Sham Way, LLC (Bel Aire Lakes) and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

D. Consideration of a contract For Engineering Services with Certified Engineering Design, P.A. for Webb Rd Water Main.

Action: Motion to (approve / deny / table) the contract For Engineering Services with Certified Engineering Design, P.A. for Webb Rd Water Main and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

E. Consideration of accepting a quote from JCI in the amount of \$39,500 to replace a Floserve pump with a new Flygt Chopper Pump.

Action: Motion to (accept / deny / table) the quote from JCI for a replacement Flygt Chopper Pump at a cost not to exceed \$42,000 for pump and shipping and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

XIII. EXECUTIVE SESSION

- A. Action:** Motion to go into executive session for the sole purpose of discussing the subject of: attorney-client consultation regarding contractual obligations pursuant to K.S.A. 75-4319(b)(2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. Invite the City Manager and City Attorney. The meeting will be for a period of (____) minutes, and the open meeting will resume in City Council Chambers at (____) p.m.

Motion _____ Second _____ Vote _____

- B. Action:** Motion to go into executive session for the sole purpose of discussing the subject of: non-elected personnel pursuant to K.S.A. 75-4319(b)(1) to discuss personnel matters related to non-elected personnel . Invite the City Manager and City Attorney. 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 _____

- C. Action:** Motion to go into executive session for the sole purpose of discussing the subject of: attorney-client consultation regarding contractual obligations pursuant to K.S.A. 75-4319(b)(2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. Invite the City Manager, City Attorney, City Engineer and Neil Gosch. 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 _____

XIV. DISCUSSION AND FUTURE ISSUES

A. Special Meeting – October 25, 2023

XV. ADJOURNMENT

Action: Motion to adjourn.

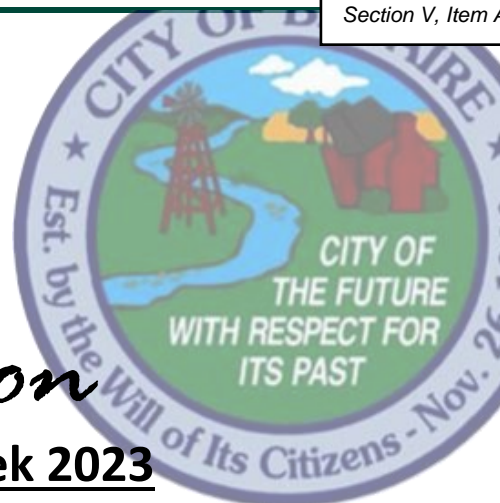
Motion _____ Second _____ Vote _____

Additional Attachments

- A.** Finance Report - September 2023
- B.** Recreation Department Activities - September 2023
- C.** Manager's Report- October 17, 2023

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 on www.belairekes.gov and on YouTube. Please make sure all cell phones and other electronics are turned off and put away.



Proclamation

Red Ribbon Drug Free Week 2023

TO THE CITIZENS OF BEL AIRE, KANSAS, GREETINGS:

WHEREAS, The City of Bel Aire values the health and safety of all our citizens; and

WHEREAS, Local leaders know that the support of people is the most effective tool they have in efforts to reduce the problems associated with alcohol, tobacco and other drugs; and

WHEREAS, Substance abuse is particularly damaging to one of our most valuable resources, our children, and a contributing factor in the three leading causes of death for teenagers—accidents, homicides and suicides; and

WHEREAS, It is the goal of the Kansas Red Ribbon Campaign and the City of Bel Aire to involve families schools, business, churches, law enforcement agencies and service organizations in all aspects of this campaign and establish an atmosphere that supports awareness, education and on-going initiatives to prevent illegal drug use; and


WHEREAS, The Kansas Red Ribbon Campaign theme promotes family and individual responsibility for living healthy, drug-free lifestyles, without illegal drugs or illegal use of legal drugs; and,

WHEREAS, October is also National Medicine Abuse Awareness Month, and citizens are encouraged to “Lock Your Meds” and properly dispose of old or unused over-the-counter or prescription medication;

THEREFORE, I Jim Benage, Mayor, do hereby proclaim October 23—31, 2023 as "Red Ribbon Week" in the City of Bel Aire and call upon all citizens, community agencies, religious organizations, medical facilities, and businesses to participate in drug prevention education activities, wear and display red ribbons, and make a visible statement that we are strongly committed to a drug-free community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of Bel Aire, Kansas this 17th day of October, 2023.

Jim Benage, Mayor





MINUTES
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
October 03, 2023 7:00 PM



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

II. ROLL CALL

Present were Councilmembers Greg Davied, Tyler Dehn, Emily Hamburg, Justin Smith, and John Welch.

Also present were Assistant 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: Gary Green provided the opening prayer.

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. DETERMINE AGENDA ADDITIONS: There were no additions.

VI. CONSENT AGENDA

A. Minutes of the September 19, 2023 City Council meeting.

B. Confirm the Mayor's appointment of Ted Henry as an alternate to the Wichita Area Metropolitan Planning Organization (WAMPO) Transportation Policy Body.

C. Receive and file the Recommendation report from the Aurora Parks Gravel Roads Task Force dated September 18, 2023.

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

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 23-18 in the amount of \$276,154.53.

MOTION: Councilmember Davied moved to approve Appropriations Ordinance No. 23-18. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

VIII. CITY REQUESTED APPEARANCES: None

IX. CITIZEN CONCERNS: No one spoke.

X. REPORTS

A. Council Member Reports

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

Councilmember Dehn reported that he recently attended a Bel Aire Chamber of Commerce ribbon cutting for the new Bel Aire Secure Storage facility. He attended the Safe Routes to School presentation at the Active Transportation Summit hosted by KDOT. He is planning to attend the League of Kansas Municipalities (LKM) Conference this weekend. He also reminded residents that next Wednesday the Bel Aire Chamber will hold their monthly lunch at City Hall.

Councilmember Hamburg reported that she tried to attend the rescheduled Tree Board meeting last Wednesday, however the meeting was cancelled for lack of a quorum. She also attended the latest CCUA meeting in the Mayor's absence. She attended the recent Ad Astra Summit. Councilmember Hamburg reminded residents that this Saturday is the city-wide cleanup.

B. Mayor's Report

Mayor Benage reported that on September 20th he and several other mayors of local municipalities attended a dinner with General Mike Minnehan, Commander of the Air Mobility Command and the AMC civic leaders. He briefly reported on the latest meeting of the Sedgwick County Fire District No. 1 Steering Committee. He asked residents to continue to support businesses on Woodlawn. Mayor Benage also congratulated Alex Benage, Maize High School football receiver, who is playing under jersey number 87.

C. City Attorney Report

City Attorney Maria Schrock gave a brief update on the SAFER coalition petition to lower energy rates for municipalities.

D. City Manager Report

Assistant City Manager Ted Henry reported that the City was again awarded the GFOA's Distinguished Budget Presentation Award. He thanked Treasurer Deb Appel for her work on the budget presentation. Regarding upcoming events: street work on Oliver will begin on Thursday, the city-wide Curbside Cleanup will be held on Saturday, and Fall Fest will be held at the Rec Center on October 21st.

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of An Ordinance changing the zoning classification from “R-4” to “R-5” on certain property located within the corporate city limits of the City of Bel Aire, Kansas (Chapel Landing 7th, ZON-23-02).

MOTION: Councilmember Davied moved to approve An Ordinance changing the zoning classification from “R-4” to “R-5” on certain property located within the corporate city limits of the City of Bel Aire, Kansas and authorize the Mayor to sign. Councilmember Smith seconded the motion.

Roll Call Vote:

Greg Davied – Aye	Tyler Dehn – Aye	Emily Hamburg – Aye
Justin Smith – Aye	John Welch – Aye	Mayor Jim Benage – Aye

Motion carried 6-0.

B. Consideration of the proposal from The Traffic Group for 24-hour video vehicle classification turning movement counts at various intersections for the 45th – Oliver to Woodlawn Street Reconstruction project in the amount of \$14,800.00.

MOTION: Councilmember Smith moved to approve the quote from The Traffic Group in the amount of \$14,800.00 for 24-hour Video Vehicle Classification Turning Movement Counts at various intersections for the 45th – Oliver to Woodlawn Street Reconstruction project and authorize the Mayor to sign all related documents. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

C. Consideration of accepting the Agreement for Construction Observation Services from Garver for the observation of Elk Creek 3rd, Water, Sanitary Sewer and Paving Improvements.

MOTION: Councilmember Davied moved to accept the Agreement for Construction Observation Services with Garver for the Construction Observation of Elk Creek 3rd, Grading, Paving, Water, and Sanitary Sewer improvements in the amount not-to-exceed \$43,696.18 and authorize the Mayor to sign. Councilmember Hamburg seconded the motion. *Motion carried 5-0.*

D. Consideration of a quote for the Phase 1 Proposal to Replace HVAC units at City Hall. Four quotes were received:

<u>Company</u>	<u>Total</u>
Dan’s Heating & Cooling (TRANE - S9V2 best performance)	\$63,747
Central Mechanical Wichita (RUUD – better performance)	\$62,280
Dan’s Heating & Cooling (TRANE – better performance)	\$54,847
Fahnestock (GOODMAN – basic performance)	\$38,320

MOTION: Councilmember Welch moved to accept the quote from Central Mechanical Wichita in the amount of \$62,280.00 for the Phase 1 Proposal to replace HVAC units at City Hall and authorize the Mayor to sign all related documents. Councilmember Smith seconded the motion. *Motion carried 4-1*, with Councilmember Davied voting against the motion.

E. Consideration of a change to purchase two, 2023 Dodge Durango SUV's, Police Vehicles with equipment.

MOTION: Councilmember Smith moved to authorize the change to purchase two, 2023 Dodge Durango's, from TCS Equipment including upfitting of equipment and labor costs not-to-exceed \$115,470 and authorize the Mayor to sign all related documents. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

F. Consideration of A Resolution Declaring The Boundaries Of The City Of Bel Aire, Kansas As Of October 3, 2023.

MOTION: Councilmember Dehn moved to approve A Resolution Declaring The Boundaries Of The City Of Bel Aire, Kansas As Of October 3, 2023, and authorize the Mayor to sign. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

G. Consideration of a quote for three Oxygenators/ bubblers for the Rock Road, 53rd Street and 37th Street lift station.

MOTION: Councilmember Dehn moved to approve the quote from Lloyd Harold, LLC for three Oxygenators in the amount of \$11,999.97, and authorize the Mayor to sign. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

H. Consideration of a quote for Street Sweeper repair from Key Equipment in the amount of \$19,220.26.

MOTION: Councilmember Smith moved to accept the quote for Street Sweeper repair from Key Equipment in the amount of \$19,220.26. Councilmember Welch seconded the motion. ***Motion carried 5-0.***

XII. EXECUTIVE SESSION

MOTION: Councilmember Hamburg moved to take a 5-minute recess until 8:40 p.m. Councilmember Smith seconded the motion. ***Motion carried 5-0.***

The Council then held a brief recess. At 8:40 p.m. Mayor Benage called the meeting to back to order.

A. Executive Session

MOTION: Councilmember Smith moved to go into executive session for the sole purpose of discussing the subject of: attorney-client consultation regarding contractual obligations pursuant to K.S.A. 75-4319(b)(2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. Invite the Assistant City Manager, City Attorney, City Engineer and Neil Gosch. The meeting will be for a period of 60 minutes, and the open meeting will resume in City Council Chambers at 9:40 p.m. Councilmember Dehn seconded the motion. ***Motion carried 5-0.***

The Council then held an executive session. At 9:40 p.m., Mayor Benage called the meeting back to order in open session and stated that no binding action had been taken.

B. Consideration of a Letter of Engagement with Triplett Woolf & Garretson for Legal Services.

MOTION: Councilmember Welch moved to approve the Letter of Engagement with Triplett Woolf & Garretson for Legal Services and authorize the Mayor to sign. Councilmember Dehn seconded the motion. ***Motion carried 5-0.***

XIII. DISCUSSION AND FUTURE ISSUES

A. Workshop – October 10th at 6:30 p.m.?

The Council briefly discussed the agenda for the next City Council workshop which will be held on October 10, 2023 at 6:30 p.m.

XIV. ADJOURNMENT

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

WEBB ROAD – 53RD ST TO ½ MILE NORTH WATER MAIN PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

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

Bel Aire Lakes Addition

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

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

- (a) That there be constructed a 16” water main, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being **Six-Hundred Twenty-Five Thousand Dollars (\$625,000)**, with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after October 17th, 2023.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or

construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and /or value:

Bel Aire Lakes Addition

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

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

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

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

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


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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------

Bel Aire Lakes Addition

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

By:  10/10/23
Basem Krichati, President
Sham Way, LLC

Gilmore & Bell, P.C.
10/10/2023

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON OCTOBER 17, 2023**

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

Absent:

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

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER MAIN IMPROVEMENTS/NORTH WEBB ROAD).

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

Yea: _____.

Nay: _____.

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

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

Gilmore & Bell, P.C.
10/10/2023

(Published in the *Ark Valley News* on October __, 2023)

RESOLUTION NO. [____]

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER MAIN IMPROVEMENTS/NORTH WEBB ROAD).

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

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

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

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

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

Construction of a 16" water main, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas (the "Improvements").

(b) The estimated or probable cost of the Improvements is: \$625,000. Said estimate may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after October 17, 2023.

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

Bel Aire Lakes Addition
Lots 1 through 49, Block A
Lots 1 through 22, Block B

Lots 1 through 25, Block C
 Lots 1 through 27, Block D
 Lots 1 through 28, Block E
 Lots 1 through 29, Block F
 Lots 1 through 6, Block G
 Lots 1 through 10, Block H

all in the City of Bel Aire, Sedgwick County, Kansas.

(d) With respect to the costs of the Improvements to be assessed to the Improvement District, the method of assessment shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 49, Block A; Lots 1 through 22, Block B; Lots 1 through 25, Block C; Lots 1 through 27, Block D; Lots 1 through 28, Block E; Lots 1 through 29, Block F; Lots 1 through 6, Block G and Lots 1 through 10, Block H, Bel Aire Lakes Addition, shall each pay 1/196 of the total cost of the Improvements to be assessed.

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

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

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

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

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

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

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on October 17, 2023.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on October 17, 2023 as the same appears of record in my office.

DATED: October 17, 2023.

Clerk

CITY OF BEL AIRE		
AP ORD 23-19		
Vendor and Payroll Checks 09/26-10/09/23		
AMAZON	OFFICE/PD EQUIP/SUPPLIES	\$ 2,054.76
ARK VALLEY NEWS	BREEZE AD; LEGAL PUBLICATIONS	\$ 931.36
AT&T - U-VERSE	INTERNET BACKUP	\$ 150.00
BENAGE, JAMES	LKM CONFERENCE PER DIEM	\$ 43.23
BLUE CROSS AND BLUE SHIEL	10/23 ID:0421210	\$ 51,667.35
BRAINARD, NATHAN W	YOUTH SPORTS OFFICIAL	\$ 120.00
BRAND PLUMBING	PUBLIC RESTROOM REPAIR	\$ 238.33
CALVIN OPP CONCRETE INC	EAGLE LAKE SIDEWALK REP; ADA RAMP	\$ 16,487.50
CARNEY, ELI	YOUTH SPORTS OFFICIAL	\$ 88.00
CINTAS CORPORATION	PW UNIFORMS/PD MATS	\$ 2,121.38
CINTAS FIRST AID & SAFETY	PW:RESTOCK FIRST AID	\$ 344.71
CMW	HVAC SVC AGREEMENT CH/REC	\$ 3,107.36
CONRADY, SLOANE	YOUTH SPORTS OFFICIAL	\$ 44.00
CORE & MAIN LP	MXUx200, METER SOFTWARE	\$ 76,807.99
CRAFCO	ATHLETIC FIELD PAINT	\$ 333.00
DAVIED GREG	LKM CONFERENCE PER DIEM 2023	\$ 58.95
DEHN, TYLER	LKM CONFERENCE PER DIEM 2023	\$ 58.95
DELTA DENTAL PLAN OF KANS	09/23 MONTHLY PREMIUM	\$ 2,787.46
DOMINIQUE SHANNON	WITNESS FEE	\$ 10.00
DOUBLE DOWN DEVELOPERS	BRISTOL HOLLOWS SIDEWALK REIMB	\$ 22,576.57
ELITE LANDSCAPING	CONTRACT MOWING	\$ 150.00
EMPOWER RETIREMENT 457	EMP VLNTRY 457	\$ 562.00
EVERGY - FUND/DEPT BILLIN	ELEC SVC:PUBIC AREAS	\$ 3,471.86
EVERGY - STREET LIGHTS	ELEC SVC:STREET LIGHTING	\$ 213.00
EVERGY-PUBLIC BLDGS	ELEC SVC:CITY BLDGS	\$ 4,876.25
EXPERT AUTO CENTER	OIL CHANGE FOR 550 DUMP TRUCK	\$ 150.44
FICA/FEDERAL W/H	FED/FICA TAX	\$ 23,952.38
FREMAR CORPORATION	ROCK/SALT/SAND/SOIL MATERIALS	\$ 2,146.30
FRIESEN & ASSOCIATES INC	COMMUNICATIONS COUNSEL SEPT	\$ 2,756.25
GALAXIE BUSINESS EQUIPMEN	OFFICE FURNITURE	\$ 316.50
GALLS, LLC	PD SUPPLIES/UNIFORMS	\$ 431.57
HAMBURG, EMILY	LKM CONFERENCE PER DIEM 2023	\$ 43.23
HARDWICK, JEFFREY	YOUTH SPORTS OFFICIAL	\$ 52.00
HARDWICK, NICHALAS	YOUTH SPORTS OFFICIAL	\$ 130.00
HAWKS INTER-STATE PESTMAS	09/23:PEST CONTROL:REC, CH	\$ 174.52
HESS, MARTY	YOGA INSTRUCTOR	\$ 120.00
IDEATEK TELECOM	09/23 HOSTED PHONE SERV	\$ 773.44
IMA, INC.	HEALTH BENEFITS ADMIN OCT #01	\$ 837.00
IMAGINE IT, INC	COMPUTER SUPPORT SERVICE	\$ 6,203.82
JESSICA SCOTT	FLAG FOOTBALL REFUND	\$ 38.00
KANSASLAND TIRE # 9584	SERVICE REPAIR ON MOWER	\$ 471.68
KIDD'S TOWING	2017 PD FORD EXPLORER	\$ 202.00
KIRBY, BRENNIA	YOUTH SPORTS OFFICIAL	\$ 48.00

KIRBY, WILLOW	YOUTH SPORTS OFFICIAL	\$ 36.00
KS DEPT REV:WITHHOLDING T	STATE TAX	\$ 4,110.50
KS DEPT REVENUE:SALES TAX	09/23 SALES TAX	\$ 1,371.06
KS DEPT TRANSPORTATION	RAIL SPUR LOAN PYMNT #98	\$ 3,877.06
KS PUBLIC EMPL RETIRE SYS	KPERS	\$ 15,468.62
KS TREASURER - COURT FEES	REINSTATEMENT FEE	\$ 2,340.21
KUCE LEO TRAINING	PD TRAINING: LANGFORD	\$ 35.00
LASHER, TY	PER DIEM ICMA CONFERENCE	\$ 649.01
LEAGUE OF KS MUNICIPALITI	LKM CONF:D ATTEBERRY	\$ 300.00
LEASE FINANCE PARTNERS	36822QT:09/23:PD COPIER	\$ 141.38
LEE REED ENGRAVING, INC	NAME PLATE-SALAZAR PLANNING CO	\$ 72.50
MCCOSKEY, CRAIG A	CONTRACT MOWING	\$ 400.00
MKEC ENGINEERING, INC	VILLAS AT PRESTWICK	\$ 511.00
MURPHY TRACTOR EQUIP 01	JOHN DEERE 770CH REPAIRS	\$ 6,479.11
NATIONAL LEAGUE OF CITIES	ANNUAL MEMBERSHIP 2023-24	\$ 1,276.00
NATIONAL SIGN COMPANY, IN	SIGNS, MATERIALS/SUPPLIES	\$ 1,473.40
NCSI	COACH BACKGROUND CHECKS	\$ 122.50
NOWAK CONSTRUCTION CO INC	CEDAR PASS SW MAIN REPLACEMENT	\$ 299,355.77
NYGAARD, LINDSIE N	PER DIEM KACM CONFERENCE/TRAIN	\$ 82.00
OLDENETTEL THOMAS	PD LEADERSHIP TRAINING	\$ 64.00
O'REILLY AUTO PARTS	NEW BATTERY FOR CAT BACKHOE	\$ 167.00
PACE ANALYTICAL SERVICES	SW:SUSPENDED SOLIDS TESTING	\$ 1,473.10
PAYLOCITY	FSA EMPLOYEE EXPENSE	\$ 229.79
PEC	2022 BA WA/SW MASTER PLAN	\$ 29,593.13
PITNEY BOWES	L/P POSTAGE METER:QTR#4	\$ 261.45
PUBLIC WORKS & UTILITIES	32,513,250 GAL:08/03-09/05/23	\$ 156,505.81
QUILL CORP	OFFICE SUPPLIES	\$ 678.16
SITEONE LANDSCAPE S	DITCH FOR HEARTLAND HOSPITAL	\$ 245.96
SMITH, JUSTIN	LKM CONFERENCE PER DIEM 2023	\$ 58.95
SOERGEL, WYNN	YOUTH SPORTS OFFICIAL	\$ 39.00
SPECTRUM PROMOTIONAL PROD	REC SPORTS SHIRTS/UNIFORMS	\$ 2,499.57
SURENCY	10/23 VISION INSURANCE	\$ 450.49
TRIPLETT,WOOLF&GARRETSON	CCUA DISPUTE; ZONING	\$ 4,438.60
UTILITY MAINTENANCE CONTR	METER INSTALLS x21; HYDRANT REP	\$ 44,350.00
VERIZON WIRELESS:CELL PHS	CELL PHONE SVC	\$ 1,207.99
VISION ALLIANCE MARKETING	08/23 COURT SERVICES OFFICER	\$ 800.00
WADE, TERESA	TAEKWONDO INSTRUCTOR	\$ 160.00
WILLIAMS, JOY:ATTY AT LAW	PROSECUTOR SVC	\$ 850.00
WOODARD HANNAH	CONNECT FEE CANCELLED MI	\$ 50.00
PAYROLL CHECKS	PAYROLL CHECKS ON 09/27/2023	\$ 75,180.58
	CLAIMS TOTAL	\$ 885,555.84

AK.
OCT 11 2023

Gilmore & Bell, P.C.
10/09/2023

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BELAIRE, KANSAS
HELD ON OCTOBER 17, 2023

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

Absent:

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

* * * * *

(Other Proceedings)

The matter of providing for the offering for sale of General Obligation Bonds and General Obligation Temporary Notes, came on for consideration and was discussed.

Councilmember _____ presented and moved the adoption of a Resolution entitled:

**A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL
OBLIGATION BONDS, SERIES 2023A AND GENERAL OBLIGATION
TEMPORARY NOTES, SERIES 2023B, OF THE CITY OF BELAIRE, KANSAS.**

Councilmember _____ seconded the motion to adopt the Resolution. Thereupon, the Resolution was read and considered, and, the question being put to a roll call vote, the vote thereon was as follows:

Aye: _____

Nay: _____

The Mayor declared the Resolution duly adopted; the Clerk designating the same Resolution No. R-
[].

* * * * *

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE

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

(SEAL)

Clerk

Gilmore & Bell, P.C.
10/09/2023

RESOLUTION NO. R-[]

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS, SERIES 2023A AND GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2023B, OF THE CITY OF BEL AIRE, KANSAS.

WHEREAS, the City of Bel Aire, Kansas (the “Issuer”), has previously authorized certain internal improvements described as follows (collectively, the “2023A Improvements”):

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Cost</u>
<i>Bristol Hollows Phase 1</i>			
Drainage	R-20-01	K.S.A. 12-6a01 <i>et seq.</i>	\$685,034.35
Street	R-20-02	K.S.A. 12-6a01 <i>et seq.</i>	468,172.85
Sanitary Sewer	R-20-03	K.S.A. 12-6a01 <i>et seq.</i>	287,911.98
Water Distribution	R-20-04	K.S.A. 12-6a01 <i>et seq.</i>	133,528.49
<i>Central Park 3rd Addition Phase 2</i>			
Paving	R-20-05	K.S.A. 12-6a01 <i>et seq.</i>	358,326.65
Sanitary Sewer	R-20-06	K.S.A. 12-6a01 <i>et seq.</i>	184,536.06
Water Distribution	R-20-07	K.S.A. 12-6a01 <i>et seq.</i>	95,035.52
<i>Rock Spring Addition Phase 7</i>			
Paving	R-20-12	K.S.A. 12-6a01 <i>et seq.</i>	334,377.11
Sanitary Sewer	R-20-13	K.S.A. 12-6a01 <i>et seq.</i>	66,839.54
Water	R-20-14	K.S.A. 12-6a01 <i>et seq.</i>	66,788.07
<i>Woodlawn Avenue Improvements</i>	R-17-20 and R-20-16	Charter Ordinance No. 19	2,789,393.33

; and

WHEREAS, the Issuer desires to issue its general obligation bonds in order to permanently finance the costs of such 2023A Improvements and to retire the following temporary notes of the Issuer, which were issued to temporarily finance costs of the 2023A Improvements (the “2020A Notes” and the “2020C Notes”, and, jointly, the “Refunded Notes”):

<u>Description</u>	<u>Series</u>	<u>Dated Date</u>	<u>Maturity</u>	<u>Amount</u>
General Obligation Temporary Notes	2020A	June 15, 2020	December 1, 2023	\$1,985,000
General Obligation Temporary Renewal and Improvement Notes	2020C	November 10, 2020	December 1, 2023	3,195,000

; and

WHEREAS, the Issuer proposes to issue its general obligation bonds to pay the costs of the 2023A Improvements and to pay costs to retire the Refunded Notes; and

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Issuer has previously authorized or will authorize certain internal improvements described as follows (collectively, the “2023B Improvements”):

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Estimated Cost*</u>
<i>Chapel Landing 5th Addition</i>			
Water	R-22-36	K.S.A. 12-6a01 <i>et seq.</i>	\$248,000
Sanitary Sewer	R-22-35	K.S.A. 12-6a01 <i>et seq.</i>	345,000
Street	R-22-20	K.S.A. 12-6a01 <i>et seq.</i>	783,000
Drainage	R-22-22	K.S.A. 12-6a01 <i>et seq.</i>	313,000
<i>Homestead – Water Improvements</i>	R-22-49	K.S.A. 12-6a01 <i>et seq.</i>	236,000
<i>Cozy Drive – Paving Improvements</i>	R-23-01	K.S.A. 12-6a01 <i>et seq.</i>	465,000
<i>Aurora Park – Paving Improvements</i>	R-23-02	K.S.A. 12-6a01 <i>et seq.</i>	677,000
<i>Arthur Heights</i>			
Water	R-23-10	K.S.A. 12-6a01 <i>et seq.</i>	143,000
Sanitary Sewer	R-23-09	K.S.A. 12-6a01 <i>et seq.</i>	73,000
Paving	R-23-08	K.S.A. 12-6a01 <i>et seq.</i>	263,000
<i>Sunflower Commerce Park 3rd Addition</i>			
Water	R-2023-14	K.S.A. 12-6a01 <i>et seq.</i>	350,000
Sanitary Sewer	R-2023-12	K.S.A. 12-6a01 <i>et seq.</i>	450,000
Paving	R-2023-11	K.S.A. 12-6a01 <i>et seq.</i>	1,050,000
Drainage	R-2023-13	K.S.A. 12-6a01 <i>et seq.</i>	1,750,000
<i>Webb Road – Water Improvements</i>	[]	K.S.A. 12-6a01 <i>et seq.</i>	625,000

*Excluding temporary note interest and cost inflation factor
; and

WHEREAS, the governing body of the Issuer is or will be authorized by law to issue general obligation bonds to pay costs of the 2023B Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the 2023B Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer; and

WHEREAS, the Issuer proposes to issue its temporary notes to pay costs of the Improvements; and

WHEREAS, the Issuer has selected the firm of Columbia Capital Management, LLC, Merriam, Kansas (“Financial Advisor”), as financial advisor for (a) one or more series of general obligation bonds of the Issuer to be issued in order to provide funds to pay the costs of the 2023A Improvements and retire the Refunded Notes, and (b) general obligation temporary notes to temporarily finance the 2023B Improvements; and

WHEREAS, the Issuer desires to authorize the Financial Advisor to proceed with the offering for sale of said general obligation bonds and temporary notes and related activities; and

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said general obligation bonds and temporary notes; and

WHEREAS, the Issuer desires to authorize the Financial Advisor and Gilmore & Bell, P.C., Wichita, Kansas (“Bond Counsel”), in conjunction with the Clerk to proceed with the preparation and distribution of a preliminary official statement and notice of bond sale and to authorize the distribution thereof and all other preliminary action necessary to sell said general obligation bonds and temporary notes.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BELAIRE, KANSAS, AS FOLLOWS:

Section 1. The Issuer is hereby authorized to offer for sale the Issuer’s General Obligation Bonds, Series 2023A (the “Bonds”), and General Obligation Temporary Notes, Series 2023B (the “Notes”) described in the Notice of Sale, which is hereby approved in substantially the form presented to the governing body this date. All proposals for the purchase of the Bonds and Notes (collectively, the “Obligations”) shall be delivered to the governing body at its meeting to be held on the sale date referenced in the Notice of Sale, at which meeting the governing body shall review such bids and award of the sale of the Obligations or reject all proposals.

Section 2. The Preliminary Official Statement for the Obligations (the “Preliminary Official Statement”) is hereby approved in substantially the form heretofore presented to the Issuer, with such changes or additions as the Mayor and Assistant City Manager/Director of Finance shall deem necessary and appropriate, and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the sale of the Obligations.

Section 3. The Clerk, in conjunction with the Financial Advisor and Bond Counsel, is hereby authorized and directed to give notice of said sale by distributing copies of the Notice of Sale and Preliminary Official Statement to prospective purchasers of the Obligations. Proposals for the purchase of the Obligations shall be submitted upon the terms and conditions set forth in said Notice of Sale, and shall be delivered to the governing body at its meeting to be held on the sale date referenced in the Notice of Sale, at which meeting the governing body shall review such bids and shall award the sale of the Obligations or reject all proposals.

Section 4. For the purpose of enabling the purchaser of the Obligations (the “Purchasers”) to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”), the Mayor and Assistant City Manager/Director of Finance or other appropriate officers of the Issuer are hereby authorized: (a) to approve the form of said Preliminary Official Statement and to execute the “Certificate Deeming Preliminary Official Statement Final” in substantially the form attached hereto as **Exhibit A** as approval of the Preliminary Official Statement, such official’s signature thereon being conclusive evidence of such official’s and the Issuer’s approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to the Municipal Securities Rulemaking Board; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule.

Section 5. The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Obligations or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 6. The Mayor, Clerk, Assistant City Manager/Director of Finance and the other officers and representatives of the Issuer, the Financial Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Obligations and provide for redemption of the Refunded Notes.

Section 7. This Resolution shall be in full force and effect from and after its adoption.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body on October 17, 2023.

(SEAL)

Mayor

ATTEST:

Clerk

Gilmore & Bell, P.C.
10/09/2023

EXHIBIT A

**CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL**

To:

Re: City of Bel Aire, Kansas, General Obligation Bonds, Series 2023A and General Obligation Temporary Notes, Series 2023B

The undersigned are the duly acting Mayor and Assistant City Manager/Director of Finance of the City of Bel Aire, Kansas (the “Issuer”), and are authorized to deliver this Certificate to the addressee (the “Purchaser”) on behalf of the Issuer. The Issuer has previously caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the “Preliminary Official Statement”) relating to the above-referenced bonds and notes (the “Bonds” and “Notes”).

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the “Rule”), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Bonds and Notes depending on such matters.

CITY OF BEL AIRE, KANSAS

By: _____
Title: Mayor

By: _____
Title: Assistant City Manager/Director of Finance

Gilmore & Bell, P.C.
10/09/2023

NOTICE OF SALE

\$5,540,000*
CITY OF BEL AIRE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2023A

\$8,745,000*
CITY OF BEL AIRE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2023B

(GENERAL OBLIGATION BONDS PAYABLE FROM UNLIMITED AD VALOREM TAXES)

Bids. Written, facsimile and electronic (as explained below) bids for the purchase of the above-referenced General Obligation Bonds, Series 2023A (the “Bonds”) and General Obligation Temporary Notes, Series 2023B (the “Notes”) of the City of Bel Aire, Kansas (the “Issuer”) herein described will be received on behalf of the undersigned Clerk of the Issuer at the address hereinafter set forth in the case of written and facsimile bids and via www.columbiacapitalauction.com (the “Columbia Capital Auction”) in the case of electronic bids, until 9:30 a.m., Central Time for the Bonds and 10:00 a.m. Central Time for the Notes (the “Submittal Hours”), on

Tuesday, November 7, 2023

(the “Sale Date”). All bids will be publicly evaluated at said time and place and the award of the Bonds and Notes (jointly, the “Obligations”) to the successful bidder or bidders (the “Successful Bidders”) will be acted upon by the governing body at its meeting to be held at 7:00 p.m. on the Sale Date. No oral or auction bids will be considered. Capitalized terms not otherwise defined herein shall have the meanings set forth in the hereinafter referenced Preliminary Official Statement relating to the Obligations.

Terms of the Bonds. The Bonds will consist of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof (the “Authorized Denomination”). The Bonds will be dated November 28, 2023 (the “Dated Date”), and will become due in principal installments on November 1 in the years as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
2025	\$185,000	2035	\$270,000
2026	190,000	2036	285,000
2027	200,000	2037	295,000
2028	205,000	2038	310,000
2029	215,000	2039	325,000
2030	225,000	2040	335,000
2031	230,000	2041	355,000
2032	240,000	2042	370,000
2033	250,000	2043	390,000
2034	260,000	2044	405,000

The Bonds will bear interest from the Dated Date at rates to be determined when the Bonds are sold as hereinafter provided, which interest will be payable semiannually on May 1 and November 1 in each year, beginning on May 1, 2024 (the “Bond Interest Payment Dates”).

*Preliminary; subject to change

Terms of the Notes. The Notes will consist of fully registered notes in an Authorized Denomination. The Notes will be dated as of the Dated Date, and will become due as follows:

Stated Maturity <u>(December 1)</u> 2026	Principal <u>Amount*</u> \$8,745,000
--	--

The Notes will bear interest from the Dated Date at rates to be determined when the Notes are sold as hereinafter provided, which interest will be payable semiannually on June 1 and December 1 in each year, beginning on June 1, 2024 (the “Note Interest Payment Dates,” and, with the Bond Interest Payment Dates, jointly, the “Interest Payment Dates”).

Adjustment of Issue Size. The Issuer reserves the right to increase or decrease the total principal amount of the Obligations, depending on the purchase price and interest rates bid and the offering prices specified by the Successful Bidder. The principal amount of any maturity may be adjusted by the Issuer in order to properly size the Obligation issue based on the discount or premium and interest rates bid on the Obligations. The Successful Bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of the Obligations or principal of any maturity as described herein. If there is an increase or decrease in the final aggregate principal amount of the Obligations or the schedule of principal payments as described above, the Issuer will notify the Successful Bidder by means of telephone or facsimile transmission, subsequently confirmed in writing, no later than 2:00 p.m., Central Time, on the Sale Date. The actual purchase price for the Obligations shall be calculated by applying the percentage of par value bid by the Successful Bidder against the final aggregate principal amount of the Obligations, as adjusted.

Place of Payment. The principal of and interest on the Obligations will be payable in lawful money of the United States of America by check or draft of the Treasurer of the State of Kansas, Topeka, Kansas, (the “Paying Agent” and “Bond Registrar”). The principal of each Bond will be payable at maturity or earlier redemption to the owner thereof whose name is on the registration books (the “Bond Register”) of the Bond Registrar (the “Registered Owner”) upon presentation and surrender at the principal office of the Paying Agent. Interest on each Bond will be payable to the Registered Owner of such Bond as of the fifteenth day (whether or not a business day) of the calendar month next preceding each Interest Payment Date (the “Record Date”) (a) mailed by the Paying Agent to the address of such Registered Owner as shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Obligations, by wire transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address to which such Registered Owner wishes to have such wire directed.

Bond Registration. The Obligations will be registered pursuant to a plan of registration approved by the Issuer and the Attorney General of the State of Kansas (the “State”). The Issuer will pay for the fees of the Bond Registrar for registration and transfer of the Obligations and will also pay for printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, will be the responsibility of the Owners.

Book-Entry-Only System. The Depository Trust Company, New York, New York (“DTC”), will act as securities depository for the Obligations. The Obligations will initially be issued exclusively in “book entry” form and shall be initially registered in the name of Cede & Co., as the nominee of DTC and no beneficial owner will receive certificates representing their interests in the Obligations. During the term of the Obligations, so long as the book-entry-only system is continued, the Issuer will make payments of

principal of, premium, if any, and interest on the Obligations to DTC or its nominee as the Registered Owner of the Obligations, DTC will make book-entry-only transfers among its participants and receive and transmit payment of principal of, premium, if any, and interest on the Obligations to its participants who shall be responsible for transmitting payments to beneficial owners of the Obligations in accordance with agreements between such participants and the beneficial owners. The Issuer will not be responsible for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. In the event that: (a) DTC determines not to continue to act as securities depository for the Obligations, or (b) the Issuer determines that continuation of the book-entry-only form of evidence and transfer of ownership of the Obligations would adversely affect the interests of the beneficial owners of the Obligations, the Issuer will discontinue the book-entry-only form of registration with DTC. If the Issuer fails to identify another qualified securities depository to replace DTC, the Issuer will cause to be authenticated and delivered to the beneficial owners replacement Obligations in the form of fully registered certificates. Reference is made to the Official Statement for further information regarding the book-entry-only system of registration of the Obligations and DTC.

Redemption of Obligations Prior to Maturity.

General. Whenever the Issuer is to select Obligations for the purpose of redemption, it will, in the case of Obligations in denominations greater than the minimum Authorized Denomination, if less than all of the Obligations then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such fully registered Bond as though it were a separate Bond in the minimum Authorized Denomination.

Optional Redemption. At the option of the Issuer, Bonds maturing on November 1 in the years 2032, and thereafter, will be subject to redemption and payment prior to maturity on November 1, 2031, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

At the option of the Issuer, the Notes will be subject to redemption and payment prior to their stated maturity on December 1, 2025, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

Mandatory Redemption. A bidder may elect to have all or a portion of the Bonds scheduled to mature in consecutive years issued as term bonds (the “Term Bonds”) scheduled to mature in the latest of said consecutive years and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth above, subject to the following conditions: (a) not less than all Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements; and (b) a bidder shall make such an election by completing the applicable paragraph on the Official Bid Form.

Notice and Effect of Call for Redemption. Unless waived by any owner of Obligations to be redeemed, if the Issuer shall call any Obligations for redemption and payment prior to the maturity thereof, the Issuer shall give written notice of its intention to call and pay said Obligations to the Bond Registrar and the Successful Bidder. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the registered owners of said Obligations. Each of said written notices shall be deposited in United States first class mail not less than 30 days prior to the date fixed for redemption. All notices of redemption shall state the date of redemption, the redemption price, the Obligations to be redeemed, the place of surrender of Obligations so called for redemption and a statement of the effect of the redemption.

The Issuer shall also give such additional notice as may be required by Kansas law or regulation of the Securities and Exchange Commission in effect as of the date of such notice. If any Bond be called for redemption and payment as aforesaid, all interest on such Bond shall cease from and after the date for which such call is made, provided funds are available for its payment at the price hereinbefore specified.

Authority, Purpose and Security. The Bonds are being issued pursuant to K.S.A. 10-101 *et seq.*, K.S.A. 12-6a01 *et seq.*, and Charter Ordinance No. 19 of the Issuer, all as amended, and an ordinance and a resolution adopted by the governing body of the Issuer (collectively the “Bond Resolution”) for the purpose of permanently financing the costs of certain improvements (the “2023A Improvements”) and retiring certain temporary notes of the Issuer. The Bonds shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the 2023A Improvements, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are irrevocably pledged for the prompt payment of the principal and interest on the Bonds as the same become due.

The Notes are being issued pursuant to K.S.A. 12-6a01 *et seq.* and K.S.A. 10-123, as amended, and the Note Resolution, for the purpose of financing the costs of certain improvements (the “2023B Improvements”). The Notes shall be general obligations of the Issuer payable as to both principal and interest from special assessments levied upon the property benefited by the construction of said 2023B Improvements or from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are irrevocably pledged for the prompt payment of the principal and interest on the Notes as the same become due.

Submission of Bids. Written bids must be made on forms which may be procured from the Clerk or the Financial Advisor and shall be addressed to the undersigned, and marked “Proposal for General Obligation Bonds, Series 2023A,” or “Proposal for General Obligation Temporary Notes, Series 2023B.” Written bids submitted by facsimile should not be preceded by a cover sheet and should be sent only once to **(913) 312-8053**. Confirmation of receipt of facsimile bids may be made by contacting the Financial Advisor at the number listed below. Electronic bids via Columbia Capital Auction must be submitted in accordance with its Rules of Participation, as well as the provisions of this Notice of Sale. If provisions of this Notice of Sale conflict with those of Columbia Capital Auction, this Notice of Sale shall control. Bids must be received prior to the Submittal Hour on the Sale Date accompanied by the Deposit (as hereinafter defined), which may be submitted separately. The Issuer shall not be responsible for any failure, misdirection or error in the means of transmission selected by any bidder.

Columbia Capital Auction. Information about, registration to use and instructions for the electronic bidding services of Columbia Capital Auction may be obtained from Grant Street Group, at (412) 391-5555 x370.

Conditions of Bids--Bonds. Proposals will be received on the Bonds bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all Bonds of the same maturity year and the same series; (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by **THE BOND BUYER**, in New York, New York, on the Monday next preceding the day on which the Obligations are sold, plus 3%; (c) no supplemental interest payments will be considered; (d) each interest rate specified shall be a multiple of 1/100 or 1/8 of 1%; and (e) no Bond maturing on or after November 1, 2031, may be reoffered at a price of less than 98.0% of the principal amount thereof. No bid for less than 99.0% of the principal amount of the Bonds and accrued interest thereon to the date of delivery will be considered. Each bid shall specify the total interest

cost (expressed in dollars) during the term of the Bonds, on the basis of such bid, the discount, if any, the premium, if any, offered by the bidder, the net interest cost (expressed in dollars) on the basis of such bid, and an estimate of the TIC (as hereinafter defined) on the basis of such bid. Each bidder shall certify to the Issuer the correctness of the information contained on the Official Bid Form, and the Issuer will be entitled to rely on such certification. Each bidder agrees that, if it is awarded the Bonds, it will provide the certification described under the caption “Establishment of Issue Price” in this Notice.

Conditions of Bids--Notes. Proposals will be received on the Notes bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all Notes of the same maturity year; (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by **THE BOND BUYER**, in New York, New York, on the Monday next preceding the day on which the Notes are sold, plus 3%; (c) no supplemental interest payments will be considered; and (d) each interest rate specified shall be a multiple of 1/100 or 1/8 of 1%. No bid for less than 99.0% of the principal amount of the Notes and accrued interest thereon to the date of delivery will be considered. Each bid shall specify the total interest cost (expressed in dollars) during the term of the Notes, as applicable, on the basis of such bid, the discount, if any, the premium, if any, offered by the bidder, the net interest cost (expressed in dollars) on the basis of such bid, and an estimate of the TIC (as hereinafter defined) on the basis of such bid. Each bidder shall certify to the Issuer the correctness of the information contained on the Official Bid Form, and the Issuer will be entitled to rely on such certification. Each bidder agrees that, if it is awarded the Notes, it will provide the certification described under the caption “Establishment of Issue Price” in this Notice.

Good Faith Deposit. To have its proposal considered for award, the lowest bidder for each issue of the Obligations is required to submit a good faith deposit to the Issuer in the amount of \$110,800 for the Bonds and \$174,900 for the Notes (each, the “Deposit”) no later than the Submittal Hours on the Sale Date. The Deposit may be submitted in any of the following forms:

- (a) Certified or cashier’s check drawn on a bank located in the United States of America; or
- (b) wire transfer in Federal Reserve funds, immediately available for use by the Issuer to the following financial institution for benefit of the Issuer:

Bankers Bank of Kansas (Receiving Bank)
 Chisholm Trail State Bank (Beneficiary Bank)
 ABA (Routing) #: 101104805
 Account Number: 0110292 (CTSB) 600059 City of Bel Aire, Kansas
 FBO/RE: Good Faith Proceeds, Series 2023AB, City of Bel Aire, Kansas
 Contact Name and Phone Number at Bank: Mary Berry, 316-744-1293.

Contemporaneously with the submission of a wire transfer Deposit, such bidder shall send an email to the Financial Advisor at the email address set forth below, including the following information: (a) notification that a wire transfer has been made; (b) the amount of the wire transfer; and (c) return wire transfer instructions in the event such bid is unsuccessful. Good Faith checks submitted by unsuccessful bidders will be returned; wire transfer Deposits submitted by unsuccessful bidders will not be accepted or shall be returned in the same manner received on the next business day following the Sale Date. The Issuer reserves the right to withhold reasonable charges for any fees or expenses incurred in returning a wire transfer Deposit. No interest on the Deposit will be paid by the Issuer. If a bid is accepted, the Deposit, or the proceeds thereof, will be held by the Issuer until the Successful Bidder has complied with all of the terms and conditions of this Notice at which time the amount of said Deposit shall be returned to the Successful Bidder or deducted from the purchase price at the option of the Issuer. If a bid is accepted but the Issuer fails to deliver the Bonds to the Successful Bidder in accordance with the terms and conditions

of this Notice, said Deposit, or the proceeds thereof, will be returned to the Successful Bidder. If a bid is accepted but the bidder defaults in the performance of any of the terms and conditions of this Notice, the proceeds of such Deposit will be retained by the Issuer as and for liquidated damages.

Basis of Award. The award of each series of Obligations will be made on the basis of the lowest true interest cost (“TIC”). TIC will be determined as follows: the TIC is the discount rate (expressed as a per annum percentage rate) which, when used in computing the present value of all payments of principal and interest to be paid on each series of Obligations, from the payment dates to the Dated Date, produces an amount equal to the price bid, including any adjustments for premium or discount, if any. Present value will be computed on the basis of semiannual compounding and a 360-day year of twelve 30-day months. Bidders are requested to provide a calculation of the TIC for each series of Obligations, as applicable, on the Official Bid Form, computed as specified herein on the basis of their respective bids, which shall be considered as informative only and not binding on either the bidder or the Issuer. The Issuer or its Financial Advisor will verify the TIC based on such bids. If there is any discrepancy between the TIC specified and the bid price and interest rates specified, the specified bid price and interest rates shall govern, and the TIC specified in the bid shall be adjusted accordingly. If two or more proper bids providing for identical amounts for the lowest TIC are received, the governing body of the Issuer will determine which bid, if any, will be accepted, and its determination is final.

The Issuer reserves the right to reject any and/or all bids and to waive any irregularities in a submitted bid. Any disputes arising hereunder shall be governed by the laws of Kansas, and any party submitting a bid agrees to be subject to jurisdiction and venue of the federal and state courts within Kansas with regard to such dispute. Any bid received after the Submittal Hour on the Sale Date will be returned to the bidder.

The Issuer’s acceptance, including electronic acceptance through Columbia Capital Auction, of the Successful Bidder’s proposal for the purchase of Obligations in accordance with this Notice of Sale shall constitute a bond purchase agreement between the Issuer and the Successful Bidder for purposes of the laws of the State and a contract between the Issuer and the Successful Bidder for the purposes of Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) and Rule G-32 of the Municipal Securities Rulemaking Board (“Rule G-32”). The method of acceptance shall be determined solely by the governing body of the Issuer.

Optional Bond Insurance. The Issuer has **not** applied for any policy of municipal bond insurance with respect to the Bonds. If the Bonds qualify for municipal bond insurance, and any bidder desires to purchase such policy, such indication and the name of the desired insurer must be set forth on the bidder’s Official Bid Form. The Issuer specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the Issuer

If the Successful Bidder elects to purchase the Bonds with municipal bond insurance, certain rating agencies will assign their ratings to the Bonds with the understanding that upon delivery of the Bonds, a policy insuring the payment when due of the principal of and interest on the Bonds will be issued by such bond insurer. All costs associated with the purchase and issuance of such municipal bond insurance policy and associated ratings and expenses (other than any independent rating requested by the Issuer) shall be paid by the Successful Bidder. Failure of the municipal bond insurer to issue the policy after the award of the Bonds shall not constitute cause for failure or refusal by the Successful Bidder to accept delivery of the Bonds.

Ratings. The outstanding general obligation bonds of the Issuer are rated “AA-” by S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC, a part of S&P Global, Inc. The

outstanding general obligation notes of the Issuer are rated “SP-1+” by S&P Global Ratings, a division of S&P Global Inc.

CUSIP Numbers. CUSIP identification numbers will be assigned and printed on the Obligations, but neither the failure to print such number on any Obligation nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Obligations in accordance with the terms of this Notice. All expenses in relation to the assignment and printing of CUSIP numbers on the Obligations will be paid by the Issuer.

Delivery and Payment. The Issuer will pay for preparation of the Obligations and will deliver the Obligations properly prepared, executed and registered without cost on or about **NOVEMBER 28, 2023** (the “Closing Date”), to DTC for the account of the Successful Bidder or at such bank or trust company in the contiguous United States of America as may be specified by the Successful Bidder, or elsewhere at the expense of the Successful Bidder. The Successful Bidder will be furnished with a certified transcript of the proceedings evidencing the authorization and issuance of the Obligations and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Obligations affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Obligations shall be made in federal reserve funds, immediately available for use by the Issuer. The Issuer will deliver one Obligation of each maturity registered in the nominee name of DTC.

Establishment of Issue Price.

(a) In order to provide the Issuer with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the “Code”), the Successful Bidder will be required to assist the Issuer in establishing the “issue price” of the Bonds or Notes, as applicable, and complete, execute and deliver to the Issuer prior to the Closing Date, a written certification in a form acceptable to the Successful Bidder, the Issuer and Bond Counsel (the “Issue Price Certificate”) containing the following for each maturity of the Bonds or Notes, as applicable (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (1) the interest rate; (2) the reasonably expected initial offering price to the “public” (as said term is used in Treasury Regulation Section 1.148-1(f) (the “Regulation”)) or the sale price; and (3) pricing wires or equivalent communications supporting such offering or sale price. However, such Issue Price Certificate may indicate that the Successful Bidder has purchased the Bonds or Notes, as applicable, for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Bonds or Notes, as applicable, for sale to the public. A specimen of the Issue Price Certificate is attached to this Notice. Any action to be taken or documentation to be received by the Issuer pursuant hereto may be taken or received by the Financial Advisor or Bond Counsel on behalf of the Issuer.

(b) The Issuer intends that the sale of the Bonds or Notes, as applicable, pursuant to this Notice shall constitute a “competitive sale” as defined in the Regulation. In support thereof: (1) the Issuer shall cause this Notice to be disseminated to potential bidders in a manner reasonably designed to reach potential bidders; (2) all bidders shall have an equal opportunity to submit a bid; (3) the Issuer reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Bonds or Notes, as applicable; and (4) the Issuer anticipates awarding the sale of the Bonds or Notes, as applicable, to the bidder that provides a bid with the lowest TIC in accordance with the section hereof entitled “Basis of Award.”

(c) Any bid submitted pursuant to this Notice shall be considered a firm offer for the purchase of the Bonds or Notes, as applicable, as specified therein. The Successful Bidder shall constitute an “underwriter” as said term is defined in the Regulation. By submitting its bid, the Successful Bidder

confirms that it shall require any agreement among underwriters, a selling group agreement or other agreement to which it is a party relating to the initial sale of the Bonds or Notes, as applicable, to include provisions requiring compliance with provisions of the Code and the Regulation regarding the initial sale of the Bonds or Notes, as applicable.

(d) If all of the requirements of a “competitive sale” are not satisfied, the Issuer shall advise the Successful Bidder of such fact at the time of award of the sale of the Bonds or Notes, as applicable, to the Successful Bidder and the following provisions shall apply to the Bonds or Notes, as applicable. ***In such event, any bid submitted will not be subject to cancellation or withdrawal.*** Within twenty-four (24) hours of the notice of award of the sale of the Bonds or Notes, as applicable, the Successful Bidder shall advise the Issuer if a “substantial amount” (as defined in the Regulation (10%)) of any maturity of the Bonds or Notes, as applicable (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity), has been sold to the public and the price at which such substantial amount was sold. The Issuer will treat such sale price as the “issue price” for such maturity, applied on a maturity-by-maturity basis. The Issuer will ***not*** require the Successful Bidder to comply with that portion of the Regulation commonly described as the “hold-the-offering-price” requirement for the remaining maturities, but the Successful Bidder may elect such option. If the Successful Bidder exercises such option, the Issuer will apply the initial offering price to the public provided in the bid as the issue price for such maturities. If the Successful Bidder does not exercise that option, it shall thereafter promptly provide the Issuer the prices at which a substantial amount of such maturities is sold to the public; provided such determination shall be made and the Issuer notified of such prices not later than three (3) business days prior to the Closing Date. ***Any change in the issue price of any of the Bonds or Notes, as applicable, after the Submittal Hours will not affect the purchase price for the Bonds or Notes, as applicable, submitted in the bid of the Successful Bidder.***

(e) This agreement by the Successful Bidder to provide such information will continue to apply after the Closing Time if: (a) the Issuer requests the information in connection with an audit or inquiry by the Internal Revenue Service (the “IRS”) or the Securities and Exchange Commission (the “SEC”) or (b) the information is required to be retained by the Issuer pursuant to future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority.

Preliminary Official Statement and Official Statement. The Issuer has prepared an Official Statement dated October [], 2023, “deemed final” by the Issuer except for the omission of certain information as provided in Securities and Exchange Commission Rule 15c2-12, copies of which may be obtained from the Clerk or from the Financial Advisor. Upon the sale of the Obligations, the Issuer will adopt the final Official Statement and will furnish the Successful Bidders, without cost, within seven business days of the acceptance of the Successful Bidders’ proposals, with a sufficient number of copies thereof, which may be in electronic format, in order to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and Rule G-32 of the Municipal Securities Rulemaking Board (collectively the “Rules”). Additional copies may be ordered by the Successful Bidder at its expense. The Issuer's acceptance, including electronic acceptance through Columbia Capital Auction, of the Successful Bidders’ proposals for the purchase of the Obligations in accordance with this Notice of Sale shall constitute contracts between the Issuer and the Successful Bidders for purposes of the Rules.

Continuing Disclosure. In the Bond Resolution and Note Resolution, the Issuer has covenanted to provide annually certain financial information and operating data and other information necessary to comply with the Rule, and to transmit the same to the Municipal Securities Rulemaking Board. This covenant is for the benefit of and is enforceable by any Registered Owner of the Obligations. For further information, reference is made to the caption “CONTINUING DISCLOSURE” in the Preliminary Official Statement.

Assessed Valuation and Indebtedness. The total assessed valuation of the taxable tangible property within the Issuer for the year 2023 is as follows:

Equalized Assessed Valuation of	
Taxable Tangible Property	\$85,144,838
Tangible Valuation of Motor Vehicles	<u>11,760,538</u>
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations	\$96,905,376

The total general obligation indebtedness of the Issuer as of the Dated Date, including the Obligations being sold, is \$63,600,000 but excluding the notes being retired by the Bonds, which will be defeased and no longer be outstanding as of the date of delivery of the Obligations.

Legal Opinion. The Obligations will be sold subject to the approving legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel, which opinion will be furnished and paid for by the Issuer, will be printed on the Obligations, and will be delivered to the Successful Bidders when the Obligations are delivered. Said opinion will also include the opinion of Bond Counsel relating to the interest on the Obligations being excludable from gross income for federal income tax purposes, and the interest on the Obligations being exempt from income taxation by the State of Kansas. Reference is made to the Preliminary Official Statement for further discussion of federal and Kansas income tax matters relating to the interest on the Obligations.

Additional Information. Additional information regarding the Obligations may be obtained from the undersigned or from the Financial Advisor at the addresses set forth below:

DATED: October 17, 2023.

CITY OF BEL AIRE, KANSAS
By Melissa Krehbiel, Clerk

Written Bid and Good Faith Deposit Delivery Address:

7651 E. Central Park Ave
Bel Aire, Kansas 67226
Phone No.: (316) 744-2451
Fax No.: (316) 744-3739
Email: mkrehbiel@belaireks.gov

Financial Advisor - Facsimile Bid Delivery Address:

Columbia Capital Management, LLC
6700 Antioch Rd., Suite 250
Merriam, Kansas 66204
Attn: Jeff White or Adam Pope
Fax No. (913) 312-8053
Email: jwhite@columbiacapital.com
Phone No. (913) 312-8077
Email: apope@columbiacapital.com
Phone No. (913) 312-8064

OFFICIAL BID FORM
PROPOSAL FOR THE PURCHASE OF CITY OF BEL AIRE, KANSAS
GENERAL OBLIGATION BONDS, SERIES 2023A

Section XII, Item A.

TO: Melissa Krehbiel, Clerk
City of Bel Aire, Kansas

November 7, 2023

For \$5,540,000* principal amount of General Obligation Bonds, Series 2023A, of the City of Bel Aire, Kansas, to be dated November 28, 2023, as described in the Notice of Sale dated October 17, 2023, said Bonds to bear interest as follows:

<u>Stated</u> <u>Maturity</u> <u>November 1</u>	<u>Principal</u> <u>Amount*</u>	<u>Annual</u> <u>Rate of</u> <u>Interest</u>	<u>Yield %</u>	<u>Price</u>	<u>Stated</u> <u>Maturity</u> <u>November 1</u>	<u>Principal</u> <u>Amount*</u>	<u>Annual</u> <u>Rate of</u> <u>Interest</u>	<u>Yield %</u>	<u>Price</u>
2025	\$185,000	_____ %	_____ %	_____ %	2035	\$270,000	_____ %	_____ %	_____ %
2026	190,000	_____ %	_____ %	_____ %	2036	285,000	_____ %	_____ %	_____ %
2027	200,000	_____ %	_____ %	_____ %	2037	295,000	_____ %	_____ %	_____ %
2028	205,000	_____ %	_____ %	_____ %	2038	310,000	_____ %	_____ %	_____ %
2029	215,000	_____ %	_____ %	_____ %	2039	325,000	_____ %	_____ %	_____ %
2030	225,000	_____ %	_____ %	_____ %	2040	335,000	_____ %	_____ %	_____ %
2031	230,000	_____ %	_____ %	_____ %	2041	355,000	_____ %	_____ %	_____ %
2032	240,000	_____ %	_____ %	_____ %	2042	370,000	_____ %	_____ %	_____ %
2033	250,000	_____ %	_____ %	_____ %	2043	390,000	_____ %	_____ %	_____ %
2034	260,000	_____ %	_____ %	_____ %	2044	405,000	_____ %	_____ %	_____ %

*Subject to change, see Notice of Sale dated October 17, 2023

the undersigned will pay the purchase price for the Bonds set forth below, plus accrued interest to the date of delivery.

Principal Amount\$5,540,000.00
Less Discount (not to exceed 1.0%).....
Plus Premium (if any)
Total Purchase Price \$

Total interest cost to maturity at the rates specified \$
Net interest cost (adjusted for Discount and/or Premium) \$
True Interest Cost %
Average annual net interest rate %

- ☐ The Bidder elects to purchase Municipal Bond Insurance from: _____. Complete blank.
☐ The Bidder elects to have the following Term Bonds:

<u>Maturity Date</u>	<u>Years</u>	<u>Amount*</u>
November 1, ____	_____ to _____	\$ _____
November 1, ____	_____ to _____	\$ _____

*subject to mandatory redemption requirements in the amounts and at the times shown above.

This proposal is subject to all terms and conditions contained in said Notice of Sale, and if the undersigned is the Successful Bidder, the undersigned will comply with all of the provisions contained in said Notice. A cashier's or certified check or a wire transfer in the amount of \$110,800 payable to the order of the Issuer, submitted in the manner set forth in the Notice accompanies this proposal as an evidence of good faith. The acceptance of this proposal by the Issuer by execution below shall constitute a contract between the Issuer and the Successful Bidder for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission and a bond purchase agreement for purposes of the laws of the State of Kansas.

Submitted by: _____

(LIST ACCOUNT MEMBERS ON REVERSE)

By: _____
Telephone No. (____) _____

ACCEPTANCE

Pursuant to action duly taken by the Governing Body of the City of Bel Aire, Kansas, the above proposal is hereby accepted on November 7, 2023.

Attest:

Clerk

Mayor

NOTE: No additions or alterations in the above proposal form shall be made, and any erasures may cause rejection of any bid. Sealed bids may be filed with the Clerk, Melissa Krehbiel, 7651 E. Central Park Ave, Bel Aire, Kansas 67226, facsimile bids may be filed with Columbia Capital Management, LLC, Fax No. (913) 312-8053 or electronic bids may be submitted via Columbia Capital Auction, at or prior to 9:30 a.m. Central Time, on November 7, 2023. Any bid received after such time will not be accepted or shall be returned to the bidder.

OFFICIAL BID FORM
PROPOSAL FOR THE PURCHASE OF CITY OF BEL AIRE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2023B

TO: Melissa Krehbiel, Clerk
City of Bel Aire, Kansas

November 7, 2023

For \$8,745,000* principal amount of General Obligation Temporary Notes, Series 2023B, of City of Bel Aire, Kansas, to be dated November 28, 2023, as described in your Notice of Sale dated October 17, 2023, said Notes to bear interest as follows:

<u>Maturity</u>	<u>Principal</u>	<u>Interest</u>
<u>December 1</u>	<u>Amount</u>	<u>Rate</u>
2026	\$8,745,000	_____ %

the undersigned will pay the purchase price for the Notes set forth below, plus accrued interest to the date of delivery.

Principal Amount	\$8,745,000.00
Less Discount (not to exceed 1.0%)	- _____
Plus Premium (if any)	_____
Total Purchase Price	\$ _____
 Total interest cost to maturity at the rate(s) specified	 \$ _____
Net interest cost (adjusted for Discount and/or Premium)	\$ _____
Average annual net interest rate	_____ %
True Interest Cost	_____ %

This proposal is subject to all terms and conditions contained in said Notice of Note Sale, and if the undersigned is the Successful Bidder, the undersigned will comply with all of the provisions contained in said Notice. A cashier's or certified check or a wire transfer in the amount of \$174,900 payable to the order of the Issuer, submitted in the manner set forth in the Notice accompanies this proposal as an evidence of good faith. The acceptance of this proposal by the Issuer shall constitute a contract between the Issuer and the Successful Bidder for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission.

Submitted by: _____

(LIST ACCOUNT MEMBERS ON REVERSE) By: _____

Telephone No. (_____) _____

ACCEPTANCE

Pursuant to action duly taken by the Governing Body of the City of Bel Aire, Kansas, the above proposal is hereby accepted on November 7, 2023.

Attest:

Clerk

Mayor

NOTE: No additions or alterations in the above proposal form shall be made, and any erasures may cause rejection of any bid. Sealed bids may be filed with the Clerk, Melissa Krehbiel, 7651 E. Central Park Ave, Bel Aire, Kansas 67226, facsimile bids may be filed with Columbia Capital Management, LLC, Fax No. (913) 312-8053 or electronic bids may be submitted via Columbia Capital Auction, at or prior to 10:00 a.m., Central Time, on November 7, 2023. Any bid received after such time will not be accepted or shall be returned to the bidder.

\$5,540,000*
CITY OF BEL AIRE, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2023A

\$8,745,000*
CITY OF BEL AIRE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2023B

(GENERAL OBLIGATION BONDS AND GENERAL OBLIGATION NOTES PAYABLE FROM
UNLIMITED AD VALOREM TAXES)

Bids. SUBJECT to the Notice of Sale dated October 17, 2023, written and electronic bids will be received on behalf of the Clerk of the City of Bel Aire, Kansas (the “Issuer”) in the case of written bids, at the address set forth below, and in the case of electronic bids, via www.columbiacapitalauction.com (the “Columbia Capital Auction”), until 9:30 a.m., Central Time for the General Obligation Bonds, Series 2023A (the “Bonds”) and 10:00 a.m. Central Time for the General Obligation Temporary Notes, Series 2023B (the “Notes,”) on **November 7, 2023**, for the purchase of the Bonds and Notes. No bid of less than 99.0% of the principal amount of the Bonds, and no bid of less than 99.0% of the principal amount of the Notes (collectively, the “Obligations”) and accrued interest thereon to the date of delivery will be considered.

Obligation Details. The Obligations will consist of fully registered bonds and notes in the denomination of \$5,000 or any integral multiple thereof. The Obligations will be dated November 28, 2023. The Bonds will become due November 1 in the years as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
2025	\$185,000	2035	\$270,000
2026	190,000	2036	285,000
2027	200,000	2037	295,000
2028	205,000	2038	310,000
2029	215,000	2039	325,000
2030	225,000	2040	335,000
2031	230,000	2041	355,000
2032	240,000	2042	370,000
2033	250,000	2043	390,000
2034	260,000	2044	405,000

The Bonds will bear interest from the date thereof at rates to be determined when the Bonds are sold as hereinafter provided, which interest will be payable semiannually on May 1 and November 1 in each year, beginning on May 1, 2024.

The Notes will become due as follows:

Stated Maturity <u>(December 1)</u>	Principal <u>Amount*</u>
2026	\$8,745,000

The Notes will bear interest from the Dated Date at rates to be determined when the Notes are sold as hereinafter provided, which interest will be payable semiannually on June 1 and December 1 in each year, beginning on June 1, 2024.

***Adjustment of Issue Size.** The Issuer reserves the right to increase or decrease the total principal amount of the Bonds or the Notes, or both, depending on prepaid special assessments, with respect to the Bonds, and the purchase price and interest rates bid, and the offering prices specified by the Successful

Bidder. The principal amount of any maturity may be adjusted by the Issuer in order to properly size the Obligation issue based on the discount or premium and interest rates bid on the Obligations. The Successful Bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of the Obligations or principal of any maturity as described herein. If there is an increase or decrease in the final aggregate principal amount of the Obligations or the schedule of principal payments as described above, the Issuer will notify the Successful Bidder by means of telephone or facsimile transmission, subsequently confirmed in writing, no later than 2:00 p.m., Central Time, on the Sale Date. The actual purchase price for the Obligations shall be calculated by applying the percentage of par value bid by the Successful Bidder against the final aggregate principal amount of the Obligations, as adjusted.

Book-Entry-Only System. The Obligations shall be registered under a book-entry-only system administered through DTC.

Paying Agent and Bond Registrar. Treasurer of the State of Kansas, Topeka, Kansas.

Good Faith Deposit. Each bid shall be accompanied by a good faith deposit in the form of a cashier's or certified check drawn on a bank located in the United States of America, a qualified financial surety bond or a wire transfer in Federal Reserve funds immediately available for use by the Issuer in the amount of \$110,800 for the Bonds and \$174,900 for the Notes.

Delivery. The Issuer will pay for preparation of the Obligations and will deliver the same properly prepared, executed and registered without cost to the successful bidder on or about **November 28, 2023**, to DTC for the account of the successful bidder.

Assessed Valuation and Indebtedness. The Equalized Assessed Tangible Valuation for Computation of Bonded Debt Limitations for the year 2023 is \$96,905,376. The total general obligation indebtedness of the Issuer as of the Dated Date, including the Obligations being sold, but excluding the notes being retired by the Bonds, which will be defeased and no longer be outstanding as of the date of delivery of the Obligations, is \$63,600,000.

Approval of Bonds. The Obligations will be sold subject to the legal opinion of GILMORE & BELL, P.C., Wichita, Kansas, Bond Counsel to the Issuer, whose approving legal opinion as to the validity of the Obligations will be furnished and paid for by the Issuer, printed on the Obligations and delivered to the successful bidder as and when the Obligations are delivered.

Additional Information. Additional information regarding the Obligations may be obtained from the undersigned, or from the Financial Advisor at the addresses set forth below:

DATED: October 17, 2023.

Written Bid and Good Faith Deposit Delivery Address:

7651 E. Central Park Ave
Bel Aire, Kansas 67226
Phone No.: (316) 744-2451
Fax No.: (316) 744-3739
Email: mkrehbiel@belaireks.gov

Financial Advisor - Facsimile Bid Delivery Address:

Columbia Capital Management, LLC
6700 Antioch Rd., Suite 250
Merriam, Kansas 66204
Attn: Jeff White or Adam Pope
Fax No. (913) 312-8053
Email: jwhite@columbiacapital.com
Phone No. (913) 312-8077
Email: apope@columbiacapital.com
Phone No. (913) 312-8064

AGREEMENT
BY AND BETWEEN

THE CITY OF BEL AIRE, KANSAS

Party of the First Part

And

BAYSIDE DEVELOPMENT LLC.

Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal Drainage Improvements in:

Lot 2 Block A
Sunflower Commerce Park 2nd Addition
Bel Aire, Sedgwick County, Kansas

all within the City Limits of the City of Bel Aire; and

WHEREAS, Party of the Second Part is the landowner of all or part of the above described improvement district; and

WHEREAS, Party of the Second Part has re-platted the above described real property into Sunflower Commerce Park 3rd Addition, City of Bel Aire, Sedgwick County, Kansas; and

WHEREAS, the above described real property has special assessments for the improvements described above; and

WHEREAS, Party of the Second Part desires that a reassessment be made; and

WHEREAS, Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment.

Now, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Said real property described as follows were part of the improvement district for drainage improvements.

Lot 2 Block A
Sunflower Commerce Park 2nd Addition, Bel Aire, Sedgwick County, Kansas

2. The Parties agree to make a reassessment for the said municipal projects in the following manner:

Lots 1 through 8, Block 1
All in Sunflower Commerce Park 3rd Addition, Bel Aire, Sedgwick County, Kansas

Shall each pay 1/8 of the total cost apportioned to the improvement district described above.

2. The Party of the Second Part is the owner of the property described in Section One above and said Party of the Second Part hereby waives the notice and hearing requirements of K.S.A. 12-6a12 (b) with respect to the reassessment herein described.

3. The Party of the Second Part further waives their right to appeal the special assessments for the above mentioned projects (including the described reassessment) and agree that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore.

4. The Party of the Second Part further agree that they will indemnify the Party of the First Part against any and all costs, expenses, claims and adjustments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out as a result of the reassessment herein described.

IN WITNESS WHEREOF, the Parties hereto have executed
this agreement the _____ day of _____, 2023.

THE CITY OF BEL AIRE, KANSAS

By: _____
_____, Mayor
Party of the First Part

Approved as to form:

Maria A. Schuchle
Director of Law

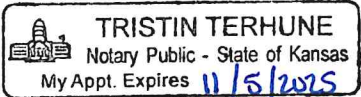
City Clerk

BAYSIDE DEVELOPMENT LLC

By: Michael Le
Michael Le, Owner
BAYSIDE DEVELOPMENT LLC

STATE OF KANSAS)
SEDGWICK COUNTY)

SS:



BE IT REMEMBERED, that on this 4 day of October, 2023, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Michael Le, Owner, LLC, BAYSIDE DEVELOPMENT LLC personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of said limited liability company.

Tristin Terhune
NOTARY PUBLIC

NOV. 5, 2023
Appt EXPIRES

AGREEMENT
BY AND BETWEEN

THE CITY OF BEL AIRE, KANSAS

Party of the First Part

And

SHAM WAY LLC

Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal Drainage Improvements in:

Kansas, PIN Number: 00540932 AIN: 087-104-17-041-00-001.00 Geocode: PYBA00913
consisting of approximately 80(+-) acres, more or less. See Attached "Exhibit A"
Bel Aire, Sedgwick County, Kansas

all within the City Limits of the City of Bel Aire; and

WHEREAS, Party of the Second Part is the landowner of all or part of the above described improvement district; and

WHEREAS, Party of the Second Part has re-platted the above described real property into Bel Aire Lakes Addition, City of Bel Aire, Sedgwick County, Kansas; and

WHEREAS, the above described real property has special assessments for the improvements described above; and

WHEREAS, Party of the Second Part desires that a reassessment be made; and

WHEREAS, Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment.

Now, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Said real property described as follows were part of the improvement district for Webb Lift Station improvements.

Kansas, PIN Number: 00540932 AIN: 087-104-17-041-00-001.00 Geocode: PYBA00913
consisting of approximately 80(+/-) acres, more or less. See Attached "Exhibit A"

2. The Parties agree to make a reassessment for the said municipal projects in the following manner:

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

Shall each pay 1/196 of the total cost apportioned to the improvement district described above.

3. Said real property described as follows were part of the improvement district for Webb Sewer improvements.

Kansas, PIN Number: 00540932 AIN: 087-104-17-041-00-001.00 Geocode: PYBA00913
consisting of approximately 80(+/-) acres, more or less. See Attached "Exhibit A"

4. The Parties agree to make a reassessment for the said municipal projects in the following manner:

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

Shall each pay 1/196 of the total cost apportioned to the improvement district described above.

5. Said real property described as follows were part of the improvement district for 53rd ST Water improvements.

Kansas, PIN Number: 00540932 AIN: 087-104-17-041-00-001.00 Geocode: PYBA00913
consisting of approximately 80(+/-) acres, more or less. See Attached "Exhibit A"

6. The Parties agree to make a reassessment for the said municipal projects in the following manner:

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

Shall each pay 1/196 of the total cost apportioned to the improvement district described above.

7. Said real property described as follows were part of the improvement district for 53rd ST Paving improvements.

Kansas, PIN Number: 00540932 AIN: 087-104-17-041-00-001.00 Geocode: PYBA00913
 consisting of approximately 80(+/-) acres, more or less. See Attached "Exhibit A"

8. The Parties agree to make a reassessment for the said municipal projects in the following manner:

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

Shall each pay 1/196 of the total cost apportioned to the improvement district described above.

9. The Party of the Second Part is the owner of the property described in Section One above and said Party of the Second Part hereby waives the notice and hearing requirements of K.S.A. 12-6a12 (b) with respect to the reassessment herein described.

10. The Party of the Second Part further waives their right to appeal the special assessments for the above mentioned projects (including the described reassessment) and agree that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore.

11. The Party of the Second Part further agree that they will indemnify the Party of the First Part against any and all costs, expenses, claims and adjustments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out as a result of the reassessment herein described.

EXHIBIT A



IN WITNESS WHEREOF, the Parties hereto have executed
this agreement the _____ day of _____, 2023.

THE CITY OF BEL AIRE, KANSAS

By: _____
_____, Mayor
Party of the First Part

Approved as to form:

Maria A. Schuchle
Director of Law

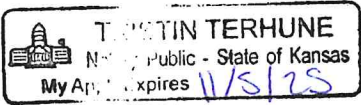
City Clerk

SHAM WAY LLC

By: [Signature]
Basem Krichati, Owner
SHAM WAY LLC

STATE OF KANSAS)
SEDGWICK COUNTY)

SS:



BE IT REMEMBERED, that on this 10 day of October, 2023, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Basem Krichati, Owner, LLC, SHAM WAY LLC personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of said limited liability company.

[Signature]
Trishn Terhune
NOTARY PUBLIC

NOV. 5, 2025
APPT EXPIRES

CONTRACT
FOR
ENGINEERING SERVICES
BETWEEN
THE CITY OF BEL AIRE, KANSAS
AND
CERTIFIED ENGINEERING DESIGN, P.A.
1935 West Maple
Wichita, Kansas 67213-3311
CED PROJ. NO. 20233304
16" WATER LINE IMPROVEMENTS
FOR BEL AIRE, KANSAS

THIS CONTRACT, made this ____ day of _____, 2023, by and between THE CITY OF BEL AIRE, KANSAS, party of the first part, hereinafter referred to as the "CITY" and CERTIFIED ENGINEERING DESIGN P.A., Wichita, Kansas, party of the second part, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS the CITY intends to construct improvements to the existing water transmission line system for Bel Aire, Sedgwick County, Kansas.

All of the aforesaid being located within the corporate limits of the CITY, and hereinafter referred to as the "PROJECT"; and

WHEREAS, the CITY is authorized by law to employ a consulting engineer to assist in the plans, supplemental specifications and the estimates of quantities of work for the PROJECT ; and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The CONSULTANT shall furnish the engineering services as required for the development of plans, supplemental specifications and the estimates of quantities of work for the PROJECT.

A.. PLAN DEVELOPMENT

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design.
2. Soils and Foundation Investigations. The CITY may authorize the CONSULTANT to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT. The cost of soils and boring investigations shall be non-engineering costs of the PROJECT, not included in this contract.
3. Prepare engineering plans, plan quantities and supplemental specifications as required. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design
4. Identify all known potential utility conflicts and present recommended solutions to such conflicts and, when authorized by the CITY, provide prints of plans to each utility identifying the problem locations. CONSULTANT shall meet with utility company representatives as required to review the PROJECT design and interpret engineering drawings.

II. IN ADDITION, THE CONSULTANT AGREES:

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in SCOPE OF SERVICES.

B. To attend meetings with the CITY and other local, state and federal agencies as necessitated by the PROJECT.

C. To furnish the CITY plans for the PROJECT that have been approved and accepted by all necessary and applicable state and federal agencies.

D. To make available during regular office hours at its Wichita office, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

E. To deliver to the CITY the original tracings of the completed plans and other pertinent drawings and documents for the PROJECT, all of such documents to become the property of the CITY.

F. To submit to the CITY an Engineer's estimate of the quantities of work units for the PROJECT incorporating all items of work included in the plans.

G. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To submit a single and final billing to the CITY for the engineering design services upon completion of the design work.

I. To complete and deliver plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below:

EXCEPT that the CONSULTANT shall not be responsible or held liable for the time required for reviews by the approving parties or other delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT.

Plans, specifications and estimates to be completed by December 29, 2023 for submission to KDHE for plan review and approval.

J. CONSULTANT shall procure and maintain such insurance as will protect the CONSULTANT from damages, resulting from errors, omissions and negligent acts of the CONSULTANT, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement and for which he is legally liable. Such policy of insurance shall be in an amount not less than \$500,000.00. In addition, a Workers' Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the

Workers' Compensation Laws. The liability limit shall be not less than:

Workers' Compensation - Statutory

Employer's Liability - \$500,000 each occurrence

Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees or subcontractors in the performance of CONSULTANT services under this Agreement. The liability limit shall not be less than \$500,000 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time CONSULTANT starts any work under this agreement. The CONSULTANT shall furnish the CITY copies of all insurance policies or certificates of insurance that relate to the insurance policies that must be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the City's Office.
- B. To pay the CONSULTANT for his services in accordance with the requirements of this agreement.
- C. To provide the right of entry for CONSULTANT'S personnel in performing field surveys and inspections.

IV. PAYMENT PROVISIONS

- A. Payment to the CONSULTANT for the performance of engineering design services required by this agreement shall be made on the basis of the lump sum fee amount specified below, which shall not be exceeded.

<u>DESCRIPTION</u>	<u>NOT-TO-EXCEED</u> <u>FEE</u>
<u>Engineering Services for 16" Waterline Extension</u> <u>Engineering Survey and Design</u>	\$ <u>55,770</u>

B. Payment to the CONSULTANT for the performance of the Construction Staking services required by this agreement shall be made on a lump sum with estimate for project purposes, which shall not be exceeded, of:

<u>DESCRIPTION</u>	<u>NOT-TO-EXCEED</u> <u>FEE</u>
<u>Construction Staking</u>	\$ 10,000

C. Reimburse the CONSULTANT for Utility Permit Agreement fees and design review fees charged by Sedgwick County, Kansas.

D. If additional work should be necessary by virtue of major changes in the scope of the proposed PROJECT, the CONSULTANT will be given written notice by the CITY along with a request for an estimate of the lump sum fee for performance of such additions; but no additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the CONSULTANT'S inability to proceed with the work, or because the services of the CONSULTANT are unsatisfactory; PROVIDED, however, that in any case the CONSULTANT shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the CONSULTANT'S actual costs plus a fee for profit based upon a fixed percentage of the CONSULTANT'S actual costs.

B. That the original tracings for the final Engineering Plans and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the CONSULTANT in accordance with this agreement; and there shall be no restriction or limit on their

further use by the CITY.


C. That the services, except for surveying, to be performed by the CONSULTANT under the terms of this agreement are personal and can not be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided however, that the CONSULTANT shall request extensions, in writing, giving the reasons therefore.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, THE CONSULTANT has executed this agreement and THE CITY has caused this agreement to be signed by its Mayor and attested by its City Clerk with the seal of the City of Bel Aire, Kansas impressed thereon on the day and year first above written.

CERTIFIED ENGINEERING DESIGN, P.A.



Harlan D. Foraker, P.E.

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk

City of Bel Aire, Kansas

STAFF REPORT

DATE: 10/17/2023

TO: City Council

FROM: Marty McGee

RE: Rock Road lift station pump repair



BACKGROUND: The Rock Road lift station has two pumps that controls sewer flow to the 53rd street lift station. One of the pumps is original to the lift station, the other pump is three years old. The Flowserve pump (Original Equipment) has failed, we have repaired this pump multiple times over the course of its lifetime. We replaced the other Flowserve pump in 2020 with a Flygt grinder pump.

DISCUSSION: We have received bids for both the repair and replacement of the Flowserve pump that has failed. 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 in Rock Road lift station. Delivery will add an additional \$600-\$700 for standard shipping or \$1,600 for air freight if desired. Air freight will have the pump here 2 weeks earlier than standard shipping.

Pump Options	Bid amount	Lead Times
Flowserve repair/rebuild	\$69,248.00	24 Weeks
Flygt Pump (New)	\$39,500.00 (Installation included)	12-14 Weeks

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.



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

www.jciind.com

Friday, September 29, 2023

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: Flowerve 6MSX13AW Pump Repair/Replacement

Quotation #: SEQT-43264TM
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.

Doug Allen

Doug Allen

Sales Engineer
JCI Industries, Inc.
316-213-2954



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

www.jciind.com

Friday, September 29, 2023

Quote #: SEQT-43264TM

Item	Description	Qty	Unit Price	Subtotal
1.00	Flowserve 6MSX13AW Pump Repair During inspection of the pump we found: <ul style="list-style-type: none">• Mechanical Seal failure• Burnt up Stator• Baseplate worn The following components are needed for the repair: <ul style="list-style-type: none">• Plate Adapter• Stator• Mechanical Seals• Impeller• Impeller Cooling Fluid• Rotor Shaft• Thrust Bearing REPAIR LEAD TIME: 24 Weeks ARO	1	\$69,248.00	\$69,248.00
2.00	Flygt N3171 Non-Clog / Chopper Pump Includes: 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. All labor and materials needed to 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. NEW PUMP LEAD TIME: 12-14 Weeks ARO	1	\$39,500.00	\$39,500.00

Terms & Conditions

Lead Time See Lines	Payment Terms Net 30
Shipping Method Best Way	Shipping Terms Prepaid and Added to Invoice
F.O.B. Warehouse	Due to current market conditions, please confirm pricing at point of order.

**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.



DATE: October 6, 2023
 TO: Ty Lasher, City Manager
 FROM: Ted Henry, Assistant City Manager/ Director of Finance
 SUBJECT: September 2023 Finance Report

General Fund

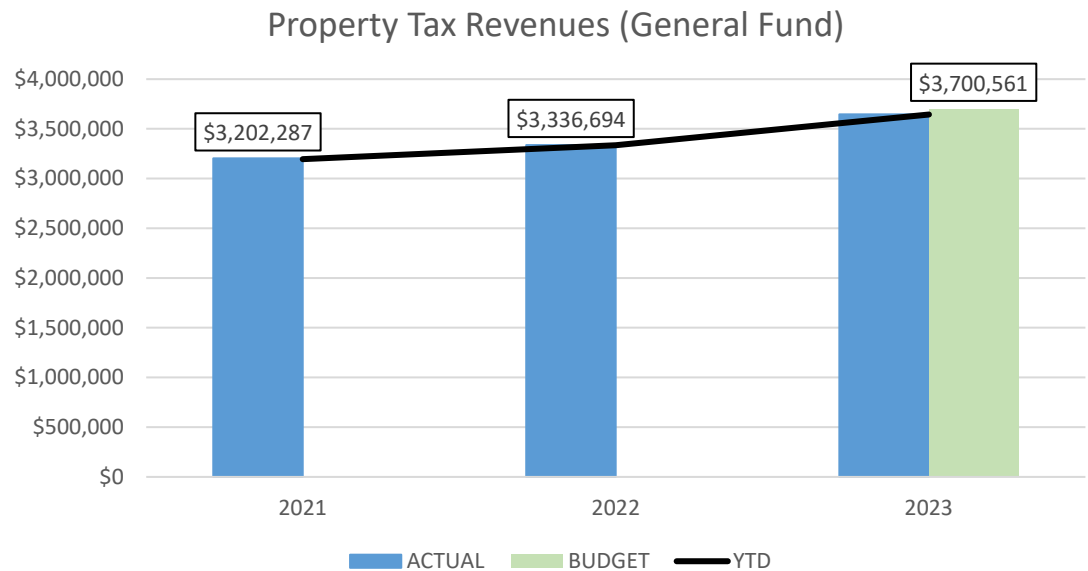
Schedule of Revenues & Expenditures (Unaudited)

	Current Budget	Current YTD	Current YTD under/(over) Current Budget	%
Fund Balance- start	\$3,798,513			
Property Tax:	\$3,700,561	\$3,645,256	\$55,305	99%
Sales Tax	\$1,509,994	\$1,410,116	\$99,878	93%
Motor Vehicle Tax:	\$450,000	\$324,909	\$125,092	72%
Other Taxes:	\$54,056	\$65,774	(\$11,719)	122%
Franchise Fees:	\$734,428	\$689,153	\$45,275	94%
Fines and Fees:	\$149,504	\$139,827	\$9,677	94%
Permits, Fees & Licenses:	\$252,600	\$284,932	(\$32,332)	113%
IRB Origination & 5% Admin Fees:	\$150,000	\$1,500		
Recreation and Pool:	\$93,750	\$137,300	(\$43,550)	146%
Grants:	\$72,194	\$88,378	(\$16,184)	122%
Other Revenues:	\$80,003	\$119,824	(\$39,821)	150%
Total Revenue	\$7,247,090	\$6,906,970	\$340,120	95%
Salaries & Benefits:	\$3,251,740	\$2,421,372	(\$830,368)	74%
Contractual Services:	\$667,048	\$621,742	(\$45,306)	93%
Commodities/Supplies:	\$493,350	\$309,799	(\$183,551)	63%
Capital Outlay:	\$80,000	\$33,938	(\$46,062)	42%
Transfers Out:				
Land Debt:	\$1,155,160	\$999,877	(\$155,283)	87%
Special Assessments:	\$135,000	\$135,000	\$0	100%
Debt Service:	\$962,034	\$898,031	(\$64,003)	93%
CIP (Streets):	\$1,157,871	\$1,157,871	\$0	100%
Equipment Reserve:	\$100,000	\$100,000	\$0	100%
Total Expenditures	\$8,002,203	\$6,677,628	(\$1,324,575)	83%
Revenue over/(under) expenditures	(\$755,113)	\$229,342		
Fund Balance- ending	\$3,043,400	\$4,027,855		
% of Revenues	42%	58%		

Key General Fund Revenue Indicators:

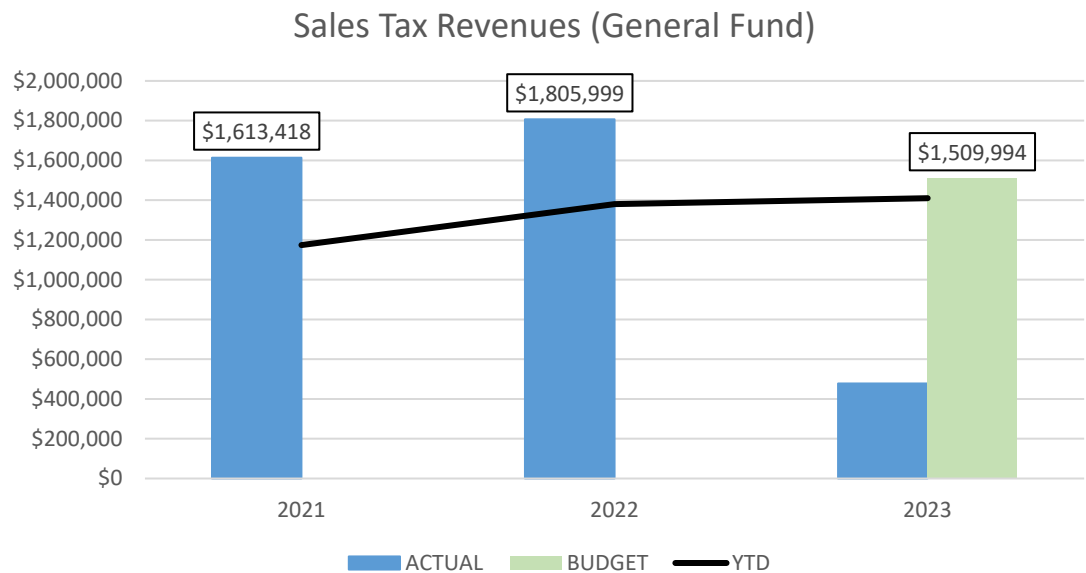
The primary revenue source for the City’s General Fund is property tax (51% of Total Revenues). Property taxes are billed by the county the November before our calendar year.

→ Property taxes collected in 2023 year-to-date were \$3,645,256 compared to \$3,335,294 in the same period in 2022, a increase of \$309,962 or 9%. (01-00-4000)



The city receives a portion of the Sedgwick County sales tax (22% of Total Revenues). Sales taxes are collected by the retailer and remitted to the State of Kansas Department of Revenue.

→ Sales taxes collected in 2023 year-to-date were \$1,410,116 compared to \$1,380,143 in the same period in 2022, an increase of \$29,973 or 2%. (01-00-4030)



Water Fund

Schedule of Revenues & Expenditures (Unaudited)

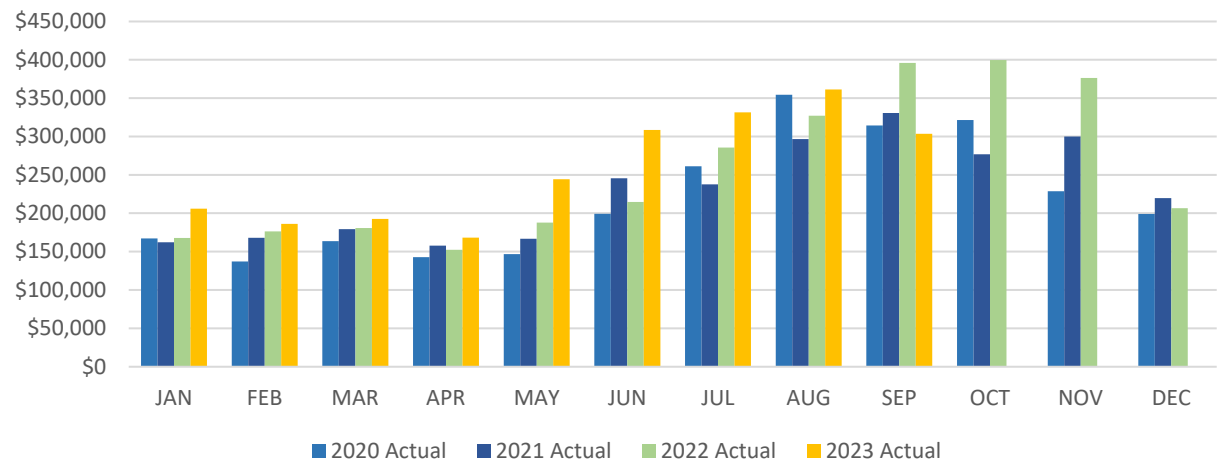
	Current Budget	Current YTD	Current YTD under/(over) Current Budget	%
Fund Balance- start	2,408,374			
Connection Fees	20,000	27,925	7,925	140%
Fire Standby	15,000	11,640	(3,360)	78%
Late Fees/ Service Charges	10,000	14,136	4,136	141%
Sprinkler Testing/ Permits	10,000	27,070	17,070	271%
Water Sales Collected	2,781,000	2,301,736	(479,264)	83%
Water Tap Fee	300,000	286,200	(13,800)	95%
Water Line Inspection	0	0	0	0%
Trash Administrative Fee	35,000	0	(35,000)	0%
Interest on Investments	5,000	58,463	53,463	1169%
Other Revenues	10,000	19,686	9,686	197%
Total Revenue	3,186,000	2,746,856	(439,144)	86%
Personnel	372,434	287,343	(85,091)	77%
Wichita Water Purchased	441,736	441,736	0	100%
CCUA Operations	496,719	442,355	(54,364)	89%
CCUA Debt Service	580,493	471,915	(108,578)	81%
Other Contractual Services	577,654	307,914	(269,740)	53%
Commodities	473,600	342,912	(130,688)	72%
Capital Outlay	300,000	254,090	(45,910)	85%
Debt Service	51,715	51,715	(1)	100%
Transfer Out	249,836	150,000	(99,836)	60%
Total Expenditures	3,544,187	2,749,979	(794,208)	78%
Net Change in Fund Balance	(358,187)	(3,123)		
Fund Balance- ending	2,050,187	2,405,251		

Sewer Fund

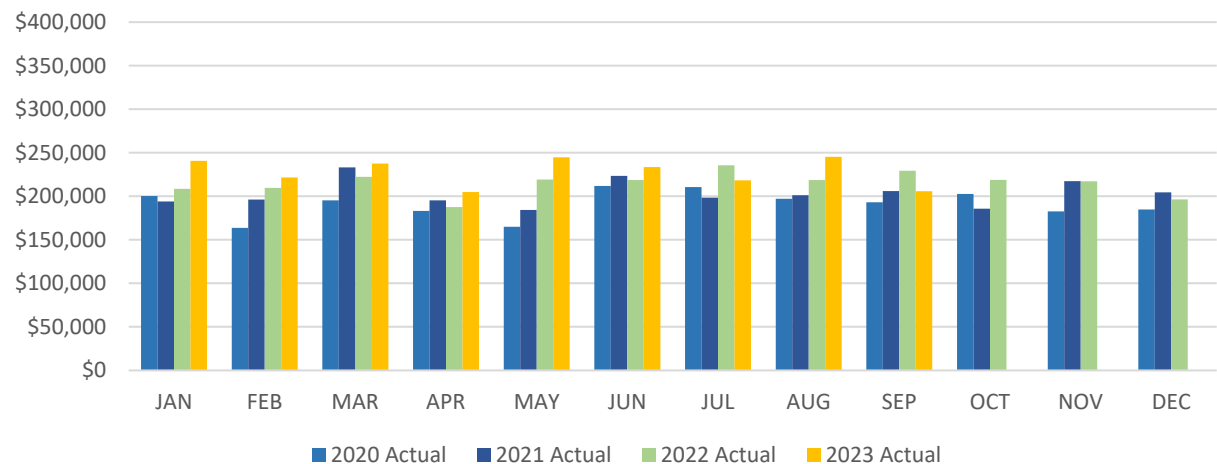
Schedule of Revenues & Expenditures (Unaudited)

	Current Budget	Current YTD	Current YTD under/(over) Current Budget	%
Fund Balance- start	3,172,617			
Late Fees/ Service Charges	10,000	14,251	4,251	143%
Sewer Charges Collected	2,477,289	2,051,402	(425,887)	83%
Sewer Tap Fee	300,000	287,400	(12,600)	96%
Interest on Investments	10,000	82,115	72,115	821%
Other Revenues	0	0	0	0%
Total Revenue	2,797,289	2,435,169	(362,120)	87%
Personnel	376,526	265,720	(110,806)	71%
CCUA Operations	562,072	377,564	(184,508)	67%
CCUA Debt Service	739,604	517,657	(221,947)	70%
Other Contractual Services	290,200	277,745	(12,455)	96%
Commodities	493,500	129,939	(363,561)	26%
Capital Outlay	300,000	645,685	345,685	215%
Debt Service	31,689	31,689	0	100%
Transfer Out	300,867	150,000	(150,867)	50%
Total Expenditures	3,094,458	2,396,000	(698,458)	77%
Net Change in Fund Balance	(297,169)	39,169		
Fund Balance- ending	2,875,448	3,211,786		

Water Sales Collected by Month



Sewer Charges Collected by Month



Solid Waste Fund

Schedule of Revenues & Expenditures (Unaudited)

	Current Budget	Current YTD	Current YTD under/(over) Current Budget	%
Fund Balance- start	264,144			
Trash Fees Collected	440,101	369,384	(70,718)	84%
Recycle Fees Collected	146,976	121,421	(25,555)	0%
Total Revenue	587,077	490,804	(96,273)	84%
Admin Fee to Water Fund	35,000	0	(35,000)	0%
Solid Waste Services	369,445	265,882	(103,563)	72%
Recycling Services	139,732	97,839	(41,893)	70%
Transfer Out (Street Maintenance Fund)	100,000	100,000	0	100%
Total Expenditures	644,177	463,721	(180,456)	72%
Net Change in Fund Balance	(57,100)	27,083		
Fund Balance- ending	207,044	291,227		

Stormwater Fund

Schedule of Revenues & Expenditures (Unaudited)

	Current Budget	Current YTD	Current YTD under/(over) Current Budget	%
Fund Balance- start	393,648			
Late Fees/ Service Charges	100	526	426	526%
Residential Fees	75,000	64,056		
Commercial Fees	11,500	8,590		
Total Revenue	86,600	73,172	(13,428)	84%
Contractual Services	5,000	9,073	4,073	181%
Drainage System Improvements	364,557	0	(364,557)	0%
Total Expenditures	369,557	9,073	(360,485)	2%
Net Change in Fund Balance	(282,957)	64,099		
Fund Balance- ending	110,691	457,747		

Street Maintenance Fund

Schedule of Revenues & Expenditures (Unaudited)

	Current Budget	Current YTD	Current YTD under/(over) Current Budget	%
Fund Balance- start	275,615			
State Fuel Tax	230,770	172,877	(57,893)	75%
County Fuel Tax	100,050	76,496	(23,554)	76%
Transfer From Solid Waste	100,000	100,000	0	100%
Other Revenues	0	0	0	0%
Total Revenue	430,820	349,374	(81,446)	81%
Personnel:	90,455	78,006	(12,449)	86%
Contractual:	126,716	97,319	(29,397)	77%
Commodities:	94,250	37,497	(56,753)	40%
Street Repair Materials (Gravel)	10,000	15,448	5,448	154%
Street Repair Materials (Paved)	50,000	12,701	(37,299)	25%
Capital Outlay:	105,000	9,670	(95,331)	9%
Total Expenditures	476,421	250,640	(225,781)	53%
Net Change in Fund Balance	(45,601)	98,734		
Fund Balance- ending	230,014	374,349		

Bond and Interest Fund

Schedule of Revenues & Expenditures (Unaudited)

	Current Budget	Current YTD	Current YTD under/(over) Current Budget	%
Fund Balance- start	395,108			
Special Assessments	2,307,075	2,219,080	(87,995)	96%
Delinquent Special Assessments	0	144,669	144,669	#DIV/0!
Transfer From General Fund	640,695	640,695	0	100%
Transfer From Water Fund	99,836	0	(99,836)	200%
Transfer From Sewer Fund	150,867	0	(150,867)	300%
Other Revenues	0	37,508	37,508	300%
Total Revenue	3,198,473	3,041,953	(156,520)	300%
Debt Service Principal	2,555,000	50,000	(2,505,000)	2%
Debt Service Interest	947,823	503,274	(444,549)	53%
Total Expenditures	3,502,823	553,274	(2,949,549)	16%
Net Change in Fund Balance	(304,350)	2,488,679		
Fund Balance- ending	90,758	2,883,787		

Land Bank Fund

Schedule of Revenues & Expenditures (Unaudited)

	Current Budget	Current YTD	Current YTD under/(over) Current Budget	%
Fund Balance- start	5,169,761			
Residential Land Sales	0	401,147	401,147	
Commercial Land Sales	0	0	0	
Transfer In	135,000	0	(135,000)	
Interest on Investments	50,000	164,651	114,651	
Total Revenue	185,000	565,799	380,799	
Contractual Services	0	0	0	
Special Assessments	200,000	334	(199,666)	
Total Expenditures	200,000	334	(199,666)	
Net Change in Fund Balance	(15,000)	565,465		
Fund Balance- ending	5,154,761	5,735,226		

City of Bel Aire, Kansas

STAFF REPORT

DATE: October 11, 2023

TO: Ty Lasher, City Manager & Bel Aire Governing Body

FROM: Brian Hayes, Recreation Director

RE: September Activities

Recreation

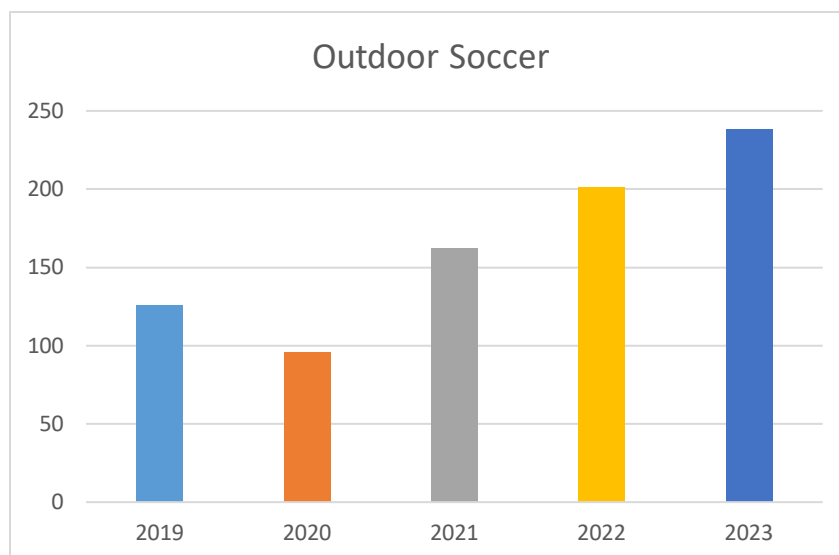
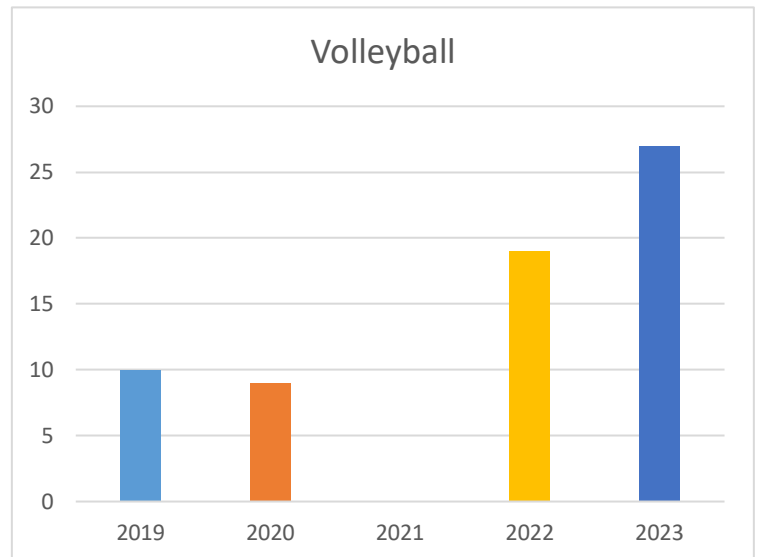
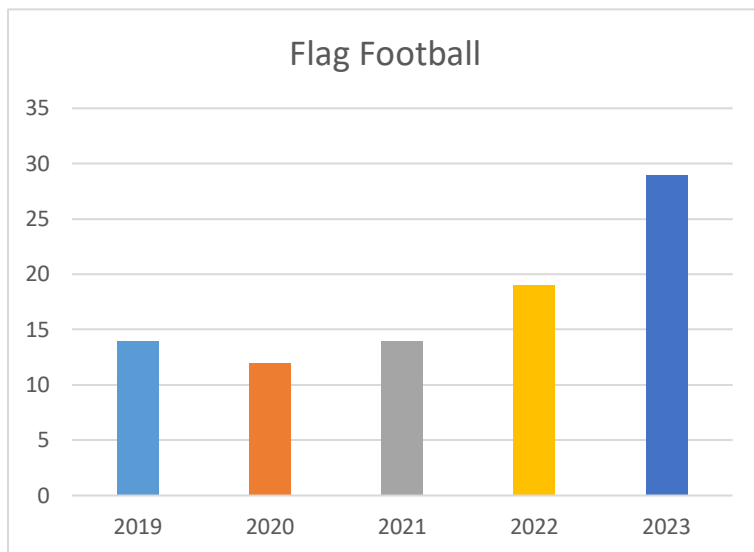
- 238 participants on 18 teams continue in this year's record setting Outdoor Soccer program. Games began September 16 and weather permitting will run through October 21.
- Bel Aire Flag Football is underway with 29 boys & girls on 3 teams compared to 19 participants on two teams last year. Practices began early in the month and games kicked off on September 30. This program is offered with 8 additional teams from Valley Center and Andover and will run through October 28.
- 27 girls on 3 Bel Aire Volleyball teams also began practices in Sept. and Saturday games will be held in October. Last year there were 19 girls on two teams. This program is offered with 12 additional teams from Valley Center and Maize.
- Over 50 participants are attending our outdoor partners' fall programs. These partners include Happy Feet Soccer, TGA Golf, and Girls on the Run.
- Two free events were held in September which brought in over 1000 estimated spectators. Offered were a Model Train exhibition by the Chisholm Trail Model Train Club and a Cross Country meet hosted by Sunrise Christian Academy.
- Pickleball participation was slightly down with 254 compared to 283 participants last month.
- Taekwondo participation was steady with 13 students compared to 12 in August.
- Exercise classes were steady with 24 participants.
- Drop-in use was slightly down with 497 compared to 543 in August.
- The fescue lawn around the building was de-thatched, top-dressed, overseeded, and fertilized. Preliminary facility preparations for the Fall Festival have begun and will continue up until October 21. Athletic field maintenance tapered off other than some weed control and routine mowing.
- Upcoming Rec programs include Fall Festival, Little Dribblers, and Youth Basketball leagues.

Seniors

- 855 seniors participated in Tai Chi, cards, line & folk dance, book club, exercise, sewing, walking, educational, & special activities compared to 895 last month.
- Special programs included a lunch with a presentation from WAMPO, cornhole, more craft activities, and 5 educational sessions were offered. 30 of the 35 required educational sessions have been held to date and all of the other required components required by the county funding have already been met for the year.
- Upcoming Senior activities include, Medicare Counseling, Senior Expo, outings to a pumpkin patch & a glass studio, Halloween craft activities, as well as the many ongoing baseline programs, presentations, and communications.

Swimming Pool

- A replacement pump was ordered, and the replastering project has been scheduled for late winter/early spring 2024.





MANAGERS REPORT

DATE: October 12, 2023
TO: Mayor Benage and City Council
FROM: Ty Lasher, City Manager
RE: October 17, 2023 Agenda

Proclamation – Red Ribbon Week (Item V)

Since it began in 1985, the Red Ribbon has touched the lives of millions of people around the world. In response to the murder of DEA Agent Enrique Camarena, parents and youth in communities across the country began wearing Red Ribbons as a symbol of their commitment to raise awareness of the killing and destruction caused by drugs in America. In 1988, National Family Partnership (NFP) sponsored the first National Red Ribbon Celebration. Today, the Red Ribbon serves as a catalyst to mobilize communities to educate youth and encourage participation in drug prevention activities.

Consent Agenda (Item VII)

Minutes of the October 17th regular City Council meeting.

Accepting a Petition and approving the subsequent Resolution for a new Water Main on Webb Road. As development has expanded in this area, a new main is needed to service the area and create a “loop” that connects with the existing water system and ensures good flow. The Petition establishes the cost ceiling for the improvements and the Resolution authorizes the improvements. A benefit district will be created to spread the cost of the main.

Appropriations Ordinance (Item VIII)

This reporting period includes one payroll period. Sidewalk improvements accounted for \$39,200 and \$300,000 was for sewer main installation in Cedar Pass. Core and Main was paid \$76,807.99; \$21,070.58 for annual software subscription for the electronic read water meters, \$53,260.00 for 200 MXU's for new water services and replacements, and the balance for water line repair supplies. Utility Maintenance Contractors installed 21 new

water service lines, and hydrant repair for \$44,500. Lastly, \$156,500 was paid to City of Wichita for water.

Resolution Authorizing Offering of GO Bonds and Temp Notes (Item A)

This Resolution authorizes the sale of general obligation bonds that will retire temp notes for the below projects being special assessed. The bond will be for 20 years and special assessments collected from the benefiting lots will cover the annual bond payments. Below are the specific projects with dollar amounts being funding via the GO bond:

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Cost</u>
<i>Bristol Hollows Phase 1</i>			
Drainage	R-20-01	K.S.A. 12-6a01 <i>et seq.</i>	\$685,034.35
Street	R-20-02	K.S.A. 12-6a01 <i>et seq.</i>	468,172.85
Sanitary Sewer	R-20-03	K.S.A. 12-6a01 <i>et seq.</i>	287,911.98
Water Distribution	R-20-04	K.S.A. 12-6a01 <i>et seq.</i>	133,528.49
<i>Central Park 3rd Addition Phase 2</i>			
Paving	R-20-05	K.S.A. 12-6a01 <i>et seq.</i>	358,326.65
Sanitary Sewer	R-20-06	K.S.A. 12-6a01 <i>et seq.</i>	184,536.06
Water Distribution	R-20-07	K.S.A. 12-6a01 <i>et seq.</i>	95,035.52
<i>Rock Spring Addition Phase 7</i>			
Paving	R-20-12	K.S.A. 12-6a01 <i>et seq.</i>	334,377.11
Sanitary Sewer	R-20-13	K.S.A. 12-6a01 <i>et seq.</i>	66,839.54
Water	R-20-14	K.S.A. 12-6a01 <i>et seq.</i>	66,788.07
<i>Woodlawn Avenue Improvements</i>	R-17-20 and R-20-16	Charter Ordinance No. 19	2,789,393.33

This resolution also retires the following temporary notes:

<u>Description</u>	<u>Series</u>	<u>Dated Date</u>	<u>Maturity</u>	<u>Amount</u>
General Obligation Temporary Notes	2020 A	June 15, 2020	December 1, 2023	\$1,985,000
General Obligation Temporary Renewal and Improvement Notes	2020 C	November 10, 2020	December 1, 2023	3,195,000

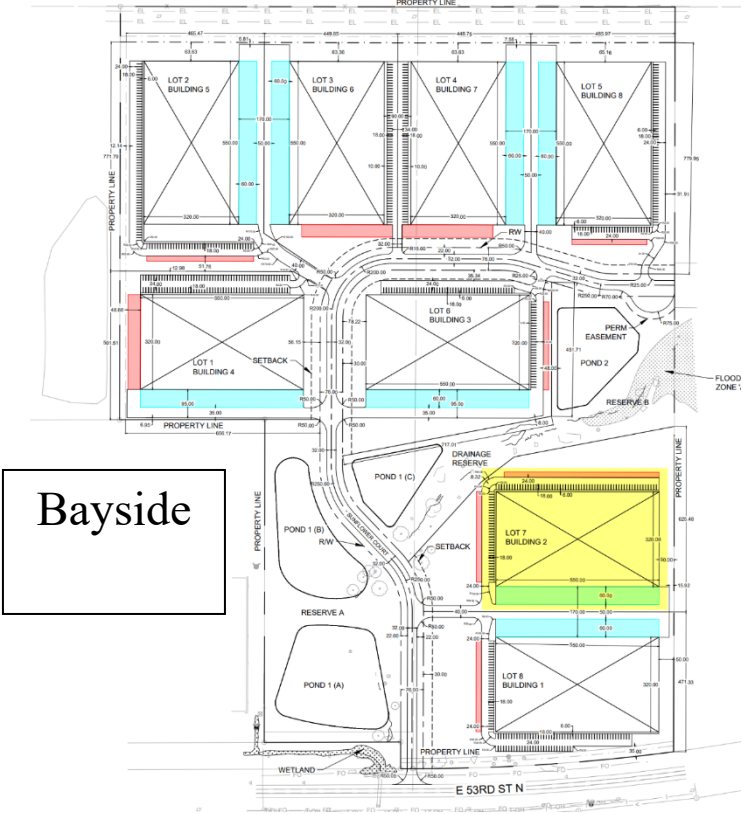
Lastly, this Resolution also authorizes the sale of temp note bonds to fund new improvements petitioned by property owners. The temp note is for a period of three years and after the improvements are completed with total

costs determined, a GO bond will be issued to pay off the temp note and permanently finance the improvements for 20 years. Below is the list of projects being funded by the temp note:

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Estimated Cost*</u>
<i>Chapel Landing 5th Addition</i>			
Water	R-22-36	K.S.A. 12-6a01 <i>et seq.</i>	\$248,000
Sanitary Sewer	R-22-35	K.S.A. 12-6a01 <i>et seq.</i>	345,000
Street	R-22-20	K.S.A. 12-6a01 <i>et seq.</i>	783,000
Drainage	R-22-22	K.S.A. 12-6a01 <i>et seq.</i>	313,000
<i>Homestead – Water Improvements</i>	R-22-49	K.S.A. 12-6a01 <i>et seq.</i>	236,000
<i>Cozy Drive – Paving Improvements</i>	R-23-01	K.S.A. 12-6a01 <i>et seq.</i>	465,000
<i>Aurora Park – Paving Improvements</i>	R-23-02	K.S.A. 12-6a01 <i>et seq.</i>	677,000
<i>Arthur Heights</i>			
Water	R-23-10	K.S.A. 12-6a01 <i>et seq.</i>	143,000
Sanitary Sewer	R-23-09	K.S.A. 12-6a01 <i>et seq.</i>	73,000
Paving	R-23-08	K.S.A. 12-6a01 <i>et seq.</i>	263,000
<i>Sunflower Commerce Park 3rd Addition</i>			
Water	R-2023-14	K.S.A. 12-6a01 <i>et seq.</i>	350,000
Sanitary Sewer	R-2023-12	K.S.A. 12-6a01 <i>et seq.</i>	450,000
Paving	R-2023-11	K.S.A. 12-6a01 <i>et seq.</i>	1,050,000
Drainage	R-2023-13	K.S.A. 12-6a01 <i>et seq.</i>	1,750,000
<i>Webb Road – Water Improvements</i>	[]	K.S.A. 12-6a01 <i>et seq.</i>	625,000

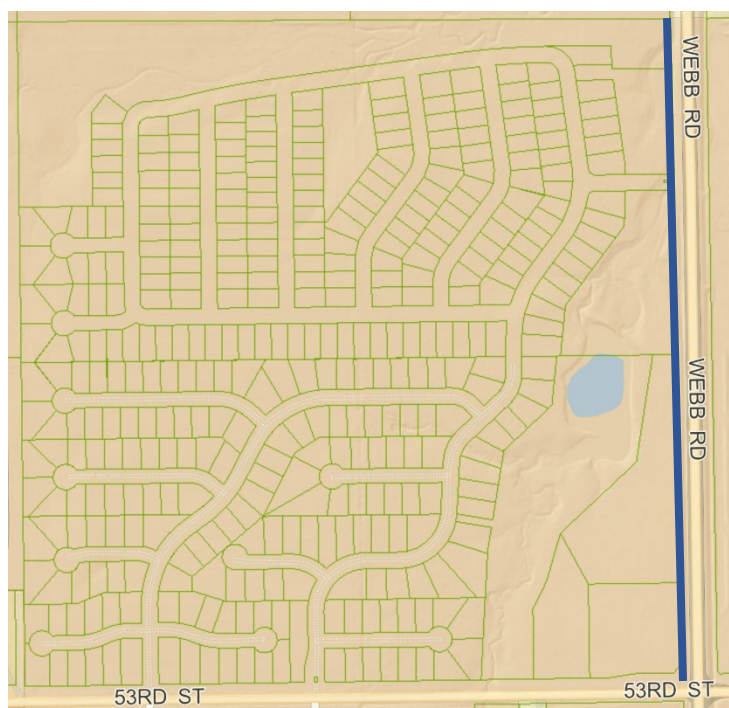
Reassessment Agreements – Sham Way and Bayside (Items B & C)

Developers often purchase a large tract of land and then subdivide it into lots. If that large tract of land has existing special assessments, Sedgwick County requires a reassessment or “respread” agreement to respread existing specials on the newly formed lots. In both situations, each Developer preferred for the existing specials to be evenly distributed among each newly developed lot. The agreements on the agenda accomplish that.



Professional Services Contract, Webb Road Water Main (Item D)

The Developer of Bel Aire Lakes has been working with CED on the design of the subdivision infrastructure. It has been our practice to work with the subdivision Engineer on the design of any necessary large scale main improvements that will be bid with the subdivision infrastructure to take advantage of the on-site contractor. CED will design the 16" water main connecting at 53rd and Webb and running north along the west side of 53rd and terminating at the north end of the Bel Aire Lakes development. The termination point will be made in such a way as to facilitate a future extension north. This location is consistent with the master plan that PEC is working on and would be necessary for any development of the property to the north. There is currently a water main partially through the Cedar Pass development, but the first phase of Cedar Pass stopped significantly short of Bel Aire Lakes, necessitating the 16" water main. Eventually, the internal water mains for Cedar Pass and Bel Aire Lakes will be connected to provide a looped system. The costs associated with the project will be financed through a bond and spread as special assessments against the benefiting lots. Staff recommends that the City Council accept the Agreements for Professional Services from Certified Engineering Design in the amount of \$65,700.00 for the water distribution system design and construction staking.



Quote for Sewer Pumps (Item E)

The Rock Road lift station has two pumps that collect sewage and send it to the 53rd street lift station. One of the pumps is original to the lift station while the second was replaced three years old with a Flygt grinder pump. The original Flowserve pump has failed and has been repaired multiple times over the course of its lifetime. The cost to repair the pump is substantially higher than replacing the pump and therefore staff is recommending to replace the Flowserve pump with a Flygt grinder pump.

**Executive Session**

Two executive sessions will be needed and are included on the agenda.