



**AGENDA**  
**CITY COUNCIL MEETING**  
**7651 E. Central Park Ave, Bel Aire, KS**  
**February 01, 2022 7:00 PM**



**I. CALL TO ORDER:** Mayor Jim Benage

**II. ROLL CALL**

Greg Davied \_\_\_\_ Dr. Joel Schroeder \_\_\_\_ Justin Smith \_\_\_\_  
John Welch \_\_\_\_ Diane Wynn \_\_\_\_

**III. OPENING PRAYER:** Father David Lies

**IV. PRESENTATION OF COLORS:** Boy Scout Pack #585

**V. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG:** Boy Scout Pack #585

**VI. DETERMINE AGENDA ADDITIONS**

**VII. CONSENT AGENDA**

**A.** **Minutes of the January 18, 2022 City Council meeting.**

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

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE**

**A.** **Consideration of Appropriations Ordinance 22-02 in the amount of \$797,638.25.**

**Action:** Motion to (accept / deny / table) Appropriations Ordinance 22-02.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**IX. CITY REQUESTED APPEARANCES:** Shelley Rich, Medical Society of Sedgwick County, Tobacco Free Parks

**X. CITIZEN CONCERNS:** *Persons who wish to speak should 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 confirming the Mayor's temporary appointment of Paul Matzek to the Bel Aire Planning Commission.**

**Action:** Motion to (confirm / table / deny) Mayor Benage's temporary appointment of Paul Matzek to the Bel Aire Planning Commission through June 2022.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

- B. Consideration of proposed Change Order #001 from Pearson Construction for the Villas at Prestwick, Phase 2 – Grading, Drainage and Paving Improvements in the approximate amount of \$24,391.00.**

**Action:** Motion to (approve / deny / table) Proposed Change Order #001 from Pearson Construction in the approximate amount of \$24,391.00 for Villas at Prestwick, Phase 2 – Grading, Drainage and Paving Improvements, and authorize the Mayor to sign all related documents.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

- C. Consideration of an Agreement for Professional Services with Baughman Company for the Oliver Lift Station and associated piping to serve Homestead Senior Living and a portion of Chapel Landing in the amount of \$102,300 (local) or \$156,500 (regional).**

**Action:** Motion to (approve / deny / table) an Agreement for Professional Services with Baughman Company for the Oliver Lift Station in the amount of \$ \_\_\_\_\_ for the Oliver Lift Station and authorize the Mayor to sign all related documents pending City Attorney review and approval.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**D. Consideration of accepting a bid for 47th Street Reconstruction. Three bids were received:**

| <u>Contractor</u> | <u>Base Bid</u>     | <u>Alternate 1</u>  | <u>Alternate 2</u>  | <u>Alternate 3</u>  |
|-------------------|---------------------|---------------------|---------------------|---------------------|
| Cornejo           | \$278,630.21        | \$200,519.21        | \$306,340.21        | \$217,145.21        |
| Pearson           | \$206,291.00        | <b>\$156,584.00</b> | \$226,829.00        | <b>\$169,624.00</b> |
| Kansas Paving     | <b>\$199,324.00</b> | \$166,186.00        | <b>\$223,774.00</b> | \$182,812.00        |

**Action:** Motion to (accept / deny / table) the bid from \_\_\_\_\_ in the amount of \$\_\_\_\_\_ for 47th Street Reconstruction, and authorize the Mayor to sign all related documents.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**E. Consideration of the Change Order Request from Pearson Construction for the water line lowering underneath the railroad in the approximate amount of \$48,331.50.**

**Action:** Motion to (approve / deny / table) the Change Order Request from Pearson Construction in the amount of \$48,331.50 for Woodlawn, 37th St N to 45th St N, and authorize the Mayor to sign all related documents.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**F. Consideration of an Intergovernmental Agreement (Sedgwick County) for A Governmental Service, Activity or Undertaking Regarding Woodlawn Boulevard Reconstruction.**

**Action:** Motion to (approve/ deny/ table) An Intergovernmental Agreement with Sedgwick County for A Governmental Service, Activity or Undertaking Regarding Woodlawn Boulevard Reconstruction and authorize the Mayor to sign.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**G. Consideration of the 2022 Agreement For Senior Centers Level I By And Between Sedgwick County, Kansas And City Of Bel Aire.**

**Action:** Motion to (approve / deny / table) the 2022 Agreement For Senior Centers Level I By And Between Sedgwick County, Kansas And City Of Bel Aire, and authorize the Mayor to sign.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

### **XIII. EXECUTIVE SESSION**

**Action:** Motion to go into executive session for the sole purpose of discussion the subject of: (\_\_\_\_\_), pursuant to the KSA 75-4319 exception for: (\_\_\_\_\_\_). Invite the City Manager and the City Attorney. The meeting will be for a period of (\_\_) minutes, and the open meeting will resume in City Council Chambers at (\_\_\_\_) PM.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

### **XIV. DISCUSSION AND FUTURE ISSUES**

### **XV. ADJOURNMENT**

**Action:** Motion to adjourn.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

*Additional Attachments:*

A. Manager's Report - February 1, 2022

#### **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. Cox Cable Channel 7 rebroadcasts of this meeting are scheduled daily or can be streamed on YouTube and at [www.belaireks.gov](http://www.belaireks.gov). Please make sure all cell phones and other electronics are turned off and put away.*



**MINUTES**  
**CITY COUNCIL MEETING**  
**7651 E. Central Park Ave, Bel Aire, KS**  
**January 18, 2022 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 Greg Davied, Dr. Joel Schroeder, Justin Smith, and John Welch. Diane Wynn was absent.

Also present were City Manager Ty Lasher, City Attorney Jacqueline Kelly, and City Clerk Melissa Krehbiel.

**III. OPENING PRAYER:** John Barkett provided the opening prayer.

**IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**

Mayor Benage led the pledge of allegiance.

**V. PROCLAMATION**

**A. School Choice Week 2022**

Mayor Benage read and signed the proclamation.

**VI. DETERMINE AGENDA ADDITIONS** – There were no additions.

**VII. CONSENT AGENDA**

**A. Minutes of the January 4, 2022 City Council meeting.**

**MOTION:** Councilmember Smith moved to approve the Consent Agenda. Councilmember Schroeder seconded the motion. *Motion carried 4-0.*

**VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE**

**A. Consideration of Appropriations Ordinance 22-01 in the amount of \$773,978.95.**

**MOTION:** Councilmember Schroeder moved to accept Appropriations Ordinance 22-01. Councilmember Davied seconded the motion. *Motion carried 4-0.*

**IX. CITY REQUESTED APPEARANCES - None**

**X. CITIZEN CONCERNS:** No one spoke.

**XI. REPORTS**

**A. Council Member Reports**

Councilmember Smith reported he was unable to attend the last Council workshop but viewed it on YouTube to stay informed.

**B. Mayor's Report**

Mayor Benage briefly reported on the latest meeting of the Sedgwick County Association of Cities.

**C. City Attorney Report**

City Attorney Kelly reported on the food sales tax bills currently being considered in the state legislature and on a recent court ruling regarding the use of ARPA funds.

**D. City Manager Report**

City Manager Lasher reported AT&T is doing some utility work in Bel Aire neighborhoods. Residents have noticed the flags in yards and have called to ask about them. City staff can put residents in touch with AT&T if they have specific questions.

Mr. Lasher also gave a brief report regarding the land sold by the Bel Aire Land Bank in 2021. All sales in 2021 amounted to about \$3.5 million. Much of the land still owned by the Land Bank is currently under contract. There is a possibility that all of the land inventory could be sold by the end of 2022.

**XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS**

**A. Consideration of the Revised Bel Aire Senior Funding Policy**

Council discussed changes to the first three bullet points under “Finances -Senior Center” on page 1 of the draft policy. Councilmembers discussed changing the first bullet point to read “The City shall budget annually for the Senior Center,” and removing the dollar amount from the second and third bullet points.

**MOTION:** Councilmember Schroeder moved to approve the Revised Bel Aire Senior Funding Policy as amended and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 4-0.*

**B. Consideration of a Legislative Priorities Letter for the 2022 State of Kansas legislative session.**

Councilmembers discussed adding items 6 and 7 regarding, respectively, ballot initiatives and redistricting. The Council also discussed minor formatting and spelling changes to page one.

**MOTION:** Councilmember Smith moved to accept A Legislative Priorities Letter as amended for the 2022 State of Kansas legislative session and authorize the Mayor to sign. Councilmember Welch seconded the motion. *Motion carried 4-0.*

**C. Consideration of Accepting the Bel Aire Land Bank 2021 Ending Sales and Financial Report**

**MOTION:** Councilmember Welch moved to accept and file the Bel Aire Land Bank 2021 Ending Sales and Financial Report. Councilmember Schroeder seconded the motion. *Motion carried 4-0.*

**XIII. EXECUTIVE SESSION** – No Executive Session was needed.

**XIV. DISCUSSION AND FUTURE ISSUES** – No other items were discussed.

**XV. ADJOURNMENT**

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

The meeting adjourned at 7:40 p.m.

# CLAIMS REPORT

Vendor Checks: 1/12/2022- 1/25/2022

Payroll Checks: 1/12/2022- 1/25/2022

Section VIII, Item A.

## AP ORD 22-02

| VENDOR NAME                    | REFERENCE                      | AMOUNT   | VENDOR<br>TOTAL | CHECK#  | CHECK<br>DATE |
|--------------------------------|--------------------------------|----------|-----------------|---------|---------------|
| GENERAL                        |                                |          |                 |         |               |
| ADOBE SYSTEMS, INC             | ADOBE SUBSCRIPTION:PD          |          | 16.11           | 1279696 | 1/25/22       |
| AFLAC                          | EMPLOYEE MONTHLY PREMIUM       |          | 736.51          | 1279697 | 1/18/22       |
| STRUNK PUBLISHING, LLC         | BREEZE AD;LEGAL PUBLICATIONS   |          | 789.44          | 67462   | 1/19/22       |
| AXON ENTERPRISES, INC          | BODY CAMERA VIDEO STORAGE 2022 |          | 10,761.00       | 67463   | 1/19/22       |
| BEALL & MITCHELL, LLC          | 01/22 JUDGE TERRY BEALL        |          | 971.29          | 67464   | 1/19/22       |
| BEL AIRE CHAMBER OF COMMERCE   | 2022 CHAMBER DUES              |          | 250.00          | 67465   | 1/19/22       |
| BEL AIRE LIONS CLUB            | 2022 DUES:LASHER & HENRY       |          | 400.00          | 67466   | 1/19/22       |
| JAMES BENAGE                   | 01/22 MAYOR SALARY             |          | 528.54          | 67467   | 1/19/22       |
| BLUE CROSS & BLUE SHIELD OF KS | 02/22 ID:0421210               |          | 34,433.04       | 1279703 | 1/21/22       |
| CHARLIES CAR WASH LLC          | CAR WASH                       |          | 81.00           | 1279696 | 1/25/22       |
| CITY ATTORNEYS ASSN OF KS      | 2022 DUES:JACQUELINE KELLY     |          | 35.00           | 67469   | 1/19/22       |
| PATTI'S PARTNERSHIPS           | WEBSITE ANNUAL RENEWAL FEES    |          | 3,828.85        | 67470   | 1/19/22       |
| COX COMMUNICATIONS, INC        | INTERNET/PHONE SVC             |          | 678.30          | 1279706 | 1/16/22       |
| COX COMMUNICATIONS, INC        | INTERNET/PHONE SVC             |          | 79.22           | 1279707 | 1/16/22       |
| COX COMMUNICATIONS, INC        | INTERNET/PHONE SVC             |          | 194.64          | 1279708 | 1/16/22       |
| DAN SULLIVAN                   | SIDEWALK:6540 E PERRYTON       |          | 420.00          | 67471   | 1/19/22       |
| DANIEL AND/OR PENTIMONE        | SIDEWALK:4343 STRATFORD ST     |          | 280.00          | 67472   | 1/19/22       |
| DELTA DENTAL PLAN of KANSAS    | 01/22 MONTHLY PREMIUM          |          | 1,972.03        | 67473   | 1/19/22       |
| DIGITAL OFFICE SYSTEMS         | KONICA MINOLTA C224:           |          | 75.45           | 67474   | 1/19/22       |
| DILLONS #0056                  | CHRISTMAS LIGHTS CONTEST AWARD |          | 899.22          | 1279696 | 1/25/22       |
| DOLLAR TREE                    | VOLUNTEER MEAL SUPPLIES        |          | 6.00            | 1279696 | 1/25/22       |
| EMPOWER RETIREMENT 457         | EMP VLNTRY 457                 |          | 250.00          | 1279635 | 1/19/22       |
| EVERGREEN RECYCLE              | MULCH, BRUSH DISPOSAL          |          | 523.90          | 67475   | 1/19/22       |
| FICA/FEDERAL W/H               | FED/FICA TAX                   |          | 15,653.90       | 1279631 | 1/19/22       |
| ANTHONY HARDWICK               | OFFICIATE YOUTH SPORTS         |          | 100.00          | 67460   | 1/19/22       |
| JEFFREY HARDWICK               | OFFICIATE YOUTH SPORTS         |          | 22.00           | 67461   | 1/19/22       |
| HAWKS INTER-STATE PESTMASTERS  | 01/22:PEST CONTROL:REC         |          | 160.52          | 67477   | 1/19/22       |
| HOBBY-LOBBY #0009              | EMPLOYEE HOLIDAY PROJECT       |          | 22.37           | 1279696 | 1/25/22       |
| WR-4 DEVELOPMENT LP            | HOLIDAY MEALS:PD               |          | 482.23          | 1279696 | 1/25/22       |
| THE IMA FINANCIAL GROUP, INC   | HEALTH BENEFITS ADMIN #5 FEB   |          | 833.00          | 1279711 | 1/14/22       |
| RICHARD VARGAS                 | COURT INTERPRETER 11/03/21     |          | 60.00           | 67478   | 1/19/22       |
| JOE AUSILIO                    | SIDEWALK:5601 E 39TH ST N      |          | 1,270.00        | 67479   | 1/19/22       |
| KANSAS GENERAL WIRE & SUPPLY   | PW FENCE PROJECT               |          | 409.10          | 67480   | 1/19/22       |
| KDHE - BUREAU OF WATER         | CP1:STORMWATER PERMIT 2022     |          | 120.00          | 67485   | 1/19/22       |
| KS EMPLOYMENT SECURITY FUND    | 4TH QTR 2021 UNEMPLOYMENT      |          | 427.09          | 1279712 | 1/20/22       |
| KANSAS DEPT OF REVENUE         | STATE TAX                      |          | 2,625.59        | 1279634 | 1/19/22       |
| K M I T                        | 2022 WORKERS COMP INS PREMIUM  |          | 26,333.00       | 67488   | 1/19/22       |
| KS PEACE OFFICERS' ASSOC       | 2022 KPOA MEMBERSHIP:ATTEBERRY |          | 25.00           | 1279696 | 1/25/22       |
| K P E R S                      | KPERS 2                        |          | 10,012.58       | 1279633 | 1/19/22       |
| LAUTZ LAW LLC                  | CRT APPTD DEFENSE ATTY         |          | 468.00          | 67489   | 1/19/22       |
| LOGMEIN USA, INC               | REMOTE SOFTWARE:HENRY-REMOTE E |          | 132.00          | 1279696 | 1/25/22       |
| LOS CUNADOS MEXICAN GRILL      | VOLUNTEER HOLIDAY MEAL         |          | 323.33          | 1279696 | 1/25/22       |
| MICHAELS                       | CRAFT N GO SUPPLIES            |          | 60.41           | 1279696 | 1/25/22       |
| MIDSTATES ORGANIZED CRIME INFO | 2022 MEMBERSHIP DUES           |          | 150.00          | 67494   | 1/19/22       |
| MOORE WATER TREATMENT          | 12/21 WATER SERVICE            |          | 57.25           | 67495   | 1/19/22       |
| NIFTY NUT HOUSE                | YEARS OF SERV AWARDS           |          | 181.00          | 1279696 | 1/25/22       |
| NOTHING BUNDT CAKES            | HOLIDAY MEAL:ADMIN             |          | 44.00           | 1279696 | 1/25/22       |
| OLD SPAGHETTI FACTORY 45 WICH  | HOLIDAY MEAL:ADMIN             |          | 158.97          | 1279696 | 1/25/22       |
| OLIVE GARDEN                   | SENIOR HOLIDAY MEAL            |          | 234.73          | 1279696 | 1/25/22       |
| ON THE BORDER                  | HOLIDAY MEAL:PW                |          | 154.88          | 1279696 | 1/25/22       |
| PAYLOCITY CORPORATION          | FSA EMPLOYEE EXPENSE           | 622.18   |                 | 1279719 | 1/21/22       |
| PAYLOCITY CORPORATION          | FSA EMPLOYEE EXPENSE           | 1,677.56 |                 | 1279720 | 1/14/22       |



# CLAIMS REPORT

Vendor Checks: 1/12/2022- 1/25/2022

Section VIII, Item A.

Payroll Checks: 1/12/2022- 1/25/2022

| VENDOR NAME                    | REFERENCE                     | AMOUNT | VENDOR<br>TOTAL | CHECK#  | CHECK<br>DATE |
|--------------------------------|-------------------------------|--------|-----------------|---------|---------------|
| PAYLOCITY CORPORATION          | FSA EMPLOYEE EXPENSE          | 10.00  |                 | 1279721 | 1/14/22       |
| PAYLOCITY CORPORATION          | FSA EMPLOYEE EXPENSE          | 25.50  | 2,335.24        | 1279722 | 1/17/22       |
| PITNEY BOWES GLOBAL FINANCIAL  | MONTHLY POSTAGE               |        | 500.00          | 1279724 | 1/19/22       |
| QUALITY INN                    | KACM CONF:LASHER              |        | 215.98          | 1279696 | 1/25/22       |
| RESTREAM, INC.                 | LIVE STREAM SERVICE           |        | 15.20           | 1279696 | 1/25/22       |
| SAMSLUB #6418                  | VOLUNTEER HOLIDAY MEAL        |        | 67.92           | 1279696 | 1/25/22       |
| SEDGWICK CO DEPT OF FINANCE    | 12/21 PRISONER HOUSING FEES   |        | 1,140.56        | 67498   | 1/19/22       |
| SEDGWICK CO TAG OFFICE         | PD TAG #37                    |        | 47.77           | 1279696 | 1/25/22       |
| WITHERS ENTERPRISES, INC       | CHRISTMAS EVENT SIGNS         |        | 182.18          | 1279696 | 1/25/22       |
| RASHELL D LASHBROOK            | 02/22 JANITORIAL SVC:CH       |        | 2,618.19        | 67499   | 1/19/22       |
| SPRINGHILL SUITES BY MARRIOTT  | LKM MEETING:LASHER            |        | 99.00           | 1279696 | 1/25/22       |
| SPROUT SOCIAL                  | SOCIAL MEDIA TOOL             |        | 50.15           | 1279696 | 1/25/22       |
| ANNE STEPHENS                  | COMMUNITY RM CX-REFUND        |        | 40.00           | 67500   | 1/19/22       |
| SUMNER GROUP INC               | KYOCERA TA3553CI LEASE        |        | 385.76          | 67501   | 1/19/22       |
| SURENCY LIFE & HEALTH INS CO   | VISION INSURANCE              |        | 338.42          | 1279727 | 1/15/22       |
| TARGET #00019448               | EMPLOYEE HOLIDAY PROJECT      |        | 85.41           | 1279696 | 1/25/22       |
| TENNESSEE BUREAU OF INVESTIGAT | CMB LICENSE BACKGRD CK:DOLLAR |        | 29.00           | 1279696 | 1/25/22       |
| THATS GREAT NEWS               | NEWSPAPER ARTICLES PLAQUES    |        | 474.00          | 1279696 | 1/25/22       |
| THE HOME DEPOT 2204            | SPONSOR BANNER LIGHT          |        | 167.47          | 1279696 | 1/25/22       |
| ICMA RETIREMENT 304804         | CITY MGR 457                  |        | 986.53          | 1279632 | 1/19/22       |
| VISTA PRINT                    | PD CHRISTMAS CARDS            |        | 35.84           | 1279696 | 1/25/22       |
| WAL-MART #1507                 | VOLUNTEER MEAL/EOTQ SUPPLIES  |        | 186.38          | 1279696 | 1/25/22       |
| WASTE CONNECTIONS OF KANSAS    | TRASH DISPOSAL SVC:MAINT SHOP |        | 78.25           | 1279728 | 1/18/22       |
| WEX BANK                       | FUEL                          |        | 1,780.63        | 1279730 | 1/18/22       |
| WICHITA EAGLE                  | MONTHLY SUBSCRIPTION          |        | 24.99           | 1279696 | 1/25/22       |
| LAKE T WILLIAMS & ASSOCIATES,  | JANITORIAL SUPPLIES           |        | 121.87          | 67504   | 1/19/22       |
| ZIPS CAR WASH                  | CAR WASH                      |        | 75.00           | 1279696 | 1/25/22       |
| 01 GENERAL TOTAL               |                               |        | 130,812.23      |         |               |
| WATER UTILITY                  |                               |        |                 |         |               |
| BANK OF NEW YORK MELLON TRUST  | 01/22 WATER DEBT SVC          |        | 48,152.53       | 1279699 | 1/15/22       |
| BLUE CROSS & BLUE SHIELD OF KS | 02/22 ID:0421210              |        | 4,545.75        | 1279703 | 1/21/22       |
| CHISHOLM CREEK UTILITY AUTH.   | 01/22 CUA CONTINGENCY         |        | 3,000.00        | 67468   | 1/19/22       |
| COX COMMUNICATIONS, INC        | I.T.BACKUP:WATER TOWER        |        | 77.48           | 1279709 | 1/13/22       |
| COX COMMUNICATIONS, INC        | INTERNET/PHONE SVC            |        | 46.25           | 1279706 | 1/16/22       |
| COX COMMUNICATIONS, INC        | INTERNET/PHONE SVC            |        | 79.22           | 1279707 | 1/16/22       |
| DELTA DENTAL PLAN of KANSAS    | 01/22 MONTHLY PREMIUM         |        | 279.54          | 67473   | 1/19/22       |
| FICA/FEDERAL W/H               | FED/FICA TAX                  |        | 2,342.56        | 1279631 | 1/19/22       |
| KANSAS GENERAL WIRE & SUPPLY   | PW FENCE PROJECT              |        | 409.10          | 67480   | 1/19/22       |
| KANSAS MUNICIPAL UTILITIES     | 2022 KMU MEMBERSHIP DUES      |        | 690.00          | 67481   | 1/19/22       |
| KANSAS ONE-CALL SYSTEM, INC.   | LOCATE FEES:351 FOR 12/21     |        | 210.60          | 67482   | 1/19/22       |
| KDHE                           | 4TH QTR 2021 ANALYTICAL SVC   |        | 504.00          | 67484   | 1/19/22       |
| KS EMPLOYMENT SECURITY FUND    | 4TH QTR 2021 UNEMPLOYMENT     |        | 45.76           | 1279712 | 1/20/22       |
| KANSAS DEPT OF REVENUE         | STATE TAX                     |        | 409.02          | 1279634 | 1/19/22       |
| KANSAS DEPT OF REVENUE         | 12/21 SALES TAX               |        | 4,314.78        | 1279718 | 1/18/22       |
| KANSAS DEPT OF REVENUE         | WATER FEES                    |        | 5,743.57        | 67486   | 1/19/22       |
| K M I T                        | 2022 WORKERS COMP INS PREMIUM |        | 7,600.00        | 67488   | 1/19/22       |
| K P E R S                      | KPERS TIER 3                  |        | 1,381.92        | 1279633 | 1/19/22       |
| MCDONALD TINKER PA             | LEGAL:NEW CUA AGREEMENT       |        | 315.00          | 67491   | 1/19/22       |
| POSTMASTER                     | 01/22 POSTAGE:UTILITY BILLS   |        | 420.96          | 67459   | 1/19/22       |
| PUBLIC WORKS & UTILITIES       | 1,548,750 GAL:12/24-12/23/21  |        | 6,839.93        | 1279725 | 1/18/22       |
| RASHELL D LASHBROOK            | 02/22 JANITORIAL SVC:PW       |        | 103.22          | 67499   | 1/19/22       |

# CLAIMS REPORT

Vendor Checks: 1/12/2022- 1/25/2022

Section VIII, Item A.

Payroll Checks: 1/12/2022- 1/25/2022

| VENDOR NAME                    | REFERENCE                      | AMOUNT    | VENDOR TOTAL | CHECK#  | CHECK DATE |
|--------------------------------|--------------------------------|-----------|--------------|---------|------------|
| SURENCY LIFE & HEALTH INS CO   | VISION INSURANCE               |           | 62.08        | 1279727 | 1/15/22    |
| THE HOME DEPOT 2204            | CONCRETE                       |           | 43.04        | 1279696 | 1/25/22    |
| USPS PO 1946750085             | MAIL WATER SAMPLES             |           | 54.95        | 1279696 | 1/25/22    |
| UTILITY MAINTENANCE CONTRACTOR | WATER METER INSTALL x7         |           | 9,212.00     | 67502   | 1/19/22    |
| UTILITY SERVICE CO, INC        | S WATER TWR MAINT CONTRACT QT1 |           | 4,545.49     | 67503   | 1/19/22    |
| WASTE CONNECTIONS OF KANSAS    | TRASH DISPOSAL SVC:MAINT SHOP  |           | 80.61        | 1279728 | 1/18/22    |
| WEX BANK                       | FUEL                           |           | 41.69        | 1279730 | 1/18/22    |
| 02 WATER UTILITY TOTAL         |                                |           | 101,551.05   |         |            |
| SEWER UTILITY                  |                                |           |              |         |            |
| BANK OF NEW YORK MELLON TRUST  | 01/22 WASTEWATER DEBT SVC      | 60,746.55 |              | 1279700 | 1/15/22    |
| BANK OF NEW YORK MELLON TRUST  | 541071:01/22 O&M WASTEWATER    | 22,671.83 | 83,418.38    | 1279702 | 1/15/22    |
| BLUE CROSS & BLUE SHIELD OF KS | 02/22 ID:0421210               |           | 4,636.89     | 1279703 | 1/21/22    |
| CHISHOLM CREEK UTILITY AUTH.   | 01/22 CUA CONTINGENCY          |           | 2,820.00     | 67468   | 1/19/22    |
| COX COMMUNICATIONS, INC        | I.T.BACKUP:WATER TOWER         |           | 77.47        | 1279709 | 1/13/22    |
| COX COMMUNICATIONS, INC        | INTERNET/PHONE SVC             |           | 46.25        | 1279706 | 1/16/22    |
| COX COMMUNICATIONS, INC        | INTERNET/PHONE SVC             |           | 79.22        | 1279707 | 1/16/22    |
| DELTA DENTAL PLAN of KANSAS    | 01/22 MONTHLY PREMIUM          |           | 280.20       | 67473   | 1/19/22    |
| EMPOWER RETIREMENT 457         | EMP VLNTRY 457                 |           | 200.00       | 1279635 | 1/19/22    |
| FICA/FEDERAL W/H               | FED/FICA TAX                   |           | 2,431.32     | 1279631 | 1/19/22    |
| KANSAS GENERAL WIRE & SUPPLY   | PW FENCE PROJECT               |           | 409.10       | 67480   | 1/19/22    |
| KANSAS MUNICIPAL UTILITIES     | 2022 KMU MEMBERSHIP DUES       |           | 690.00       | 67481   | 1/19/22    |
| KANSAS ONE-CALL SYSTEM, INC.   | LOCATE FEES:351 FOR 12/21      |           | 210.60       | 67482   | 1/19/22    |
| KS EMPLOYMENT SECURITY FUND    | 4TH QTR 2021 UNEMPLOYMENT      |           | 61.01        | 1279712 | 1/20/22    |
| KANSAS DEPT OF REVENUE         | STATE TAX                      |           | 401.91       | 1279634 | 1/19/22    |
| K M I T                        | 2022 WORKERS COMP INS PREMIUM  |           | 7,600.00     | 67488   | 1/19/22    |
| K P E R S                      | KPERS TIER 3                   |           | 1,550.06     | 1279633 | 1/19/22    |
| MCDONALD TINKER PA             | LEGAL:NEW CUA AGREEMENT        |           | 315.00       | 67491   | 1/19/22    |
| POSTMASTER                     | 01/22 POSTAGE:UTILITY BILLS    |           | 420.96       | 67459   | 1/19/22    |
| PUBLIC WORKS & UTILITIES       | BULK SEWER 11/30-12/31/21      |           | 22.94        | 1279726 | 1/18/22    |
| RASHELL D LASHBROOK            | 02/22 JANITORIAL SVC:PW        |           | 103.19       | 67499   | 1/19/22    |
| SURENCY LIFE & HEALTH INS CO   | VISION INSURANCE               |           | 71.62        | 1279727 | 1/15/22    |
| WASTE CONNECTIONS OF KANSAS    | TRASH DISPOSAL SVC:MAINT SHOP  |           | 78.24        | 1279728 | 1/18/22    |
| 03 SEWER UTILITY TOTAL         |                                |           | 105,924.36   |         |            |
| SPECIAL STREET & HIWAY         |                                |           |              |         |            |
| AFLAC                          | EMPLOYEE MONTHLY PREMIUM       |           | 138.08       | 1279697 | 1/18/22    |
| BLUE CROSS & BLUE SHIELD OF KS | 02/22 ID:0421210               |           | 2,083.06     | 1279703 | 1/21/22    |
| COUNTRY INN AND SUITES         | CONF:STEPHENS                  |           | 79.56        | 1279696 | 1/25/22    |
| COX COMMUNICATIONS, INC        | INTERNET/PHONE SVC             |           | 79.23        | 1279707 | 1/16/22    |
| DELTA DENTAL PLAN of KANSAS    | 01/22 MONTHLY PREMIUM          |           | 63.54        | 67473   | 1/19/22    |
| EVERGY KANSAS CENTRAL INC      | ELEC SVC:STREET LIGHTING       |           | 7,381.90     | 1279710 | 1/18/22    |
| FICA/FEDERAL W/H               | FED/FICA TAX                   |           | 344.28       | 1279631 | 1/19/22    |
| KANSAS GENERAL WIRE & SUPPLY   | PW FENCE PROJECT               |           | 409.11       | 67480   | 1/19/22    |
| KS EMPLOYMENT SECURITY FUND    | 4TH QTR 2021 UNEMPLOYMENT      |           | 20.34        | 1279712 | 1/20/22    |
| KANSAS DEPT OF REVENUE         | STATE TAX                      |           | 41.58        | 1279634 | 1/19/22    |
| K M I T                        | 2022 WORKERS COMP INS PREMIUM  |           | 1,956.00     | 67488   | 1/19/22    |
| K P E R S                      | KPERS                          |           | 267.48       | 1279633 | 1/19/22    |
| KU PARKING DEPT                | PARKING:STEPHENS               |           | 15.75        | 1279696 | 1/25/22    |
| MIDWEST TRUCK EQUIPMENT INC    | WORK LIGHT                     |           | 51.66        | 67492   | 1/19/22    |
| SURENCY LIFE & HEALTH INS CO   | VISION INSURANCE               |           | 17.23        | 1279727 | 1/15/22    |

# CLAIMS REPORT

Vendor Checks: 1/12/2022- 1/25/2022

Section VIII, Item A.

Payroll Checks: 1/12/2022- 1/25/2022

| VENDOR NAME                 | REFERENCE                      | AMOUNT | VENDOR TOTAL | CHECK#  | CHECK DATE |
|-----------------------------|--------------------------------|--------|--------------|---------|------------|
| THE HOME DEPOT 2204         | CONCRETE                       |        | 68.20        | 1279696 | 1/25/22    |
| WEX BANK                    | FUEL                           |        | 296.22       | 1279730 | 1/18/22    |
|                             |                                |        | -----        |         |            |
| 04                          | SPECIAL STREET & HIWAY TOTAL   |        | 13,313.22    |         |            |
| CAPITAL IMPRV RESERVE       |                                |        |              |         |            |
| GARVER                      | 53RD OLIVER/WOODLAWN DESIGN    |        | 11,812.50    | 67476   | 1/19/22    |
| KINETIC ENERGY SERVICES LLC | 53RD ST DESIGN HYDROEXCAVATING |        | 1,700.00     | 67483   | 1/19/22    |
|                             |                                |        | -----        |         |            |
| 05                          | CAPITAL IMPRV RESERVE TOTAL    |        | 13,512.50    |         |            |
| SOLID WASTE UTILITY         |                                |        |              |         |            |
| WASTE CONNECTIONS OF KANSAS | 12/21 RECYCLE OR TRASH SVC     |        | 36,631.89    | 1279729 | 1/18/22    |
|                             |                                |        | -----        |         |            |
| 12                          | SOLID WASTE UTILITY TOTAL      |        | 36,631.89    |         |            |
| CAPITAL PROJECTS #2 FUND    |                                |        |              |         |            |
| STRUNK PUBLISHING, LLC      | BREEZE AD;LEGAL PUBLICATIONS   |        | 596.16       | 67462   | 1/19/22    |
| GARVER                      | ROCK SPR 4TH ADD:PH1           |        | 57,820.66    | 67476   | 1/19/22    |
| MCCULLOUGH EXCAVATION, INC. | ROCK SPR 4TH:ADD1 SWD/WDS/SS   |        | 78,209.82    | 67490   | 1/19/22    |
| MKEC ENGINEERING, INC       | VILLAS PRESTWICK ADD:PH2       |        | 17,974.50    | 67493   | 1/19/22    |
| NOWAK CONSTRUCTION CO INC.  | CHAPEL 3RD:PH1-2 SEW,WAT,STORM |        | 89,256.15    | 67496   | 1/19/22    |
| PEARSON CONSTRUCTION LLC    | VILLAS PRESTWICK PH2:PAVE/STOR |        | 87,443.10    | 67497   | 1/19/22    |
|                             |                                |        | -----        |         |            |
| 33                          | CAPITAL PROJECTS #2 FUND TOTAL |        | 331,300.39   |         |            |
|                             |                                |        | =====        |         |            |
|                             | Accounts Payable Total         |        | 733,045.64   |         |            |
| Payroll Checks              |                                |        |              |         |            |
|                             |                                |        | -----        |         |            |
| 01                          | GENERAL                        |        | 49,848.90    |         |            |
| 02                          | WATER UTILITY                  |        | 6,318.51     |         |            |
| 03                          | SEWER UTILITY                  |        | 7,247.88     |         |            |
| 04                          | SPECIAL STREET & HIWAY         |        | 1,177.32     |         |            |
|                             |                                |        | -----        |         |            |
|                             | Total Paid On: 1/19/22         |        | 64,592.61    |         |            |
|                             |                                |        | =====        |         |            |
|                             | Total Payroll Paid             |        | 64,592.61    |         |            |
|                             |                                |        | =====        |         |            |
|                             | Report Total                   |        | 797,638.25   |         |            |
|                             |                                |        | =====        |         |            |

*[Signature]*  
1.26.22

City of Bel Aire, Kansas

STAFF REPORT

DATE: February 1, 2022

TO: Governing Body

FROM: City Attorney/Planning Commission Secretary

RE: Temporary Appointment

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ISSUES: Planning Commission is seeing a lot of volume as development increases in Bel Aire. Having 6 members has made it harder to reach quorum particularly in the current COVID situation.

Currently planning commission terms expire at different times of the year, the Mayor and staff have to keep up with which months to expect new appointments or conduct trainings.

DISCUSSION:

By making a **temporary appointment**, through the June Planning Commission (PC) meeting, both issues can be addressed. The Mayor can make the **regular appointment** this June at the same time as the majority of the term cycles. June would become the month that planning commissioners terms expire, renew, and appointments are made. That consistency would create predictability for scheduling hearings and training new commissioners.

Since PC is very active right now due to city growth, it is not desirable to cancel meetings because PC was not able to reach quorum with COVID and absences. If council will consider it, a temporary appointment may alleviate this issue and allow us to keep PC meetings going through the next few months until we can get all PC members on the renewal cycle in June.

RECOMMENDATION:

Consider confirming a temporary appointment to planning commission.

*City of Bel Aire, Kansas*



## STAFF REPORT

DATE: January 24, 2022  
TO: Ty Lasher, City Manager  
FROM: Anne Stephens, Public Works Director  
RE: Villas at Prestwick, Phase 2 Grading, Drainage and Paving – Change Order No. 1

### **Proposal Focus:**

#### Our Mission

---

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

#### Our Values

---

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

### **Current Situation:**

There is an excess of soil on the Villas at Prestwick site that needs to be hauled off.

### **Goals:**

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

### **Discussion:**

Pearson Construction has substantially completed the earthwork for Phase 2 of the Villas at Prestwick. There is a significant quantity of soil left over after the grading operations. The Contractor was directed to add the additional soil to the berm. This was done with some of the soil, but there is still a significant amount left. After conversations with the design engineer and developer, it was decided that the leftover soil should be hauled off-site by Pearson. Since this work is beyond the original scope of the project, a change order has been submitted for the additional work of hauling the soil off-site.

### **Financials:**

The additional costs associated with this change order will be included in the contract costs for the grading, drainage and pavement improvement project and will be financed through a bond and spread as special assessments against the benefiting lots.

### **Recommendation:**

Staff recommends that the City Council accept Change Order No. 1 for \$24,391.00.

# CHANGE ORDER

Order No. 1

Date: January 19, 2022

Agreement Date: November 4, 2021

NAME OF PROJECT: Grading, Drainage and Paving Improvements to serve Villas at Prestwick Addition

OWNER: City of Bel Aire, Kansas

CONTRACTOR: Pearson Construction, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

- Additional dirt on the berms – 3,226 CY @ \$3.50/CY = \$11,291.00
- Load & Haul dirt – 140 Loads (1,984 CY) @ \$115.00/Load = \$16,100.00
- Deduct of Contractor Furnished – (300 CY) @ \$10.00/CY = (\$3,000.00)

## Justification:

Pearson Construction encountered additional earthwork than the contract scope of work. We were directed to add the dirt to the berm, and then stockpile and haul off the additional, once the berm was too high to safely work on with the equipment. Our crews did a topo on the berm, and the stockpile, and compared it with the design grades of the project. Below are the quantities that I have come up with, and request for additional compensation for the referenced project:

## Change to CONTRACT PRICE:

Original CONTRACT PRICE \$ 131,940.90

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ N/A

The CONTRACT PRICE due to this CHANGE ORDER WILL BE increased by: \$24,391.00

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 156,331.90

## Change to CONTRACT TIME:

The CONTRACT TIME will be increased by: 5 working days. The new CONTRACT TIME including this CHANGE ORDER will be 50 working days.

## Approvals Required:

To be effective, this Order must be approved by the Federal agency if it changes the scope or objective of the project, or if it will increase the budgeted amounts of Federal funds needed to complete the project, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by: [Signature] Pearson Construction LLC

Recommended by: [Signature] MKEC Engineering, Inc.

Ordered by: \_\_\_\_\_

Accepted by: \_\_\_\_\_

Federal Agency Approval (where applicable): \_\_\_\_\_



January 19, 2022

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

Attention: Anne Stephens

Re: COR - Additional Earthwork

PROJECT – Villas at Prestwick

Dear Anne,

Pearson Construction encountered additional earthwork than the contract scope of work. We were directed to add the dirt to the berm, and then stockpile and haul off the additional, once the berm was too high to safely work on with the equipment. Our crews did a topo on the berm, and the stockpile, and compared it with the design grades of the project. Below are the quantities that I have come up with, and request for additional compensation for the referenced project:

- Additional dirt on the berms – 3,226 CY @ \$3.50/CY = \$11,291.00
- Load & Haul dirt – 140 Loads (1,984 CY) @ \$115.00/Load = \$16,100.00
- Deduct of Contractor Furnished – (300 CY) @ \$10.00/CY = (\$3,000.00)

Total Change Order Request - \$24,391.00

With this request, Pearson Construction asks for an additional 5 Working Days be added to the Contract Time.

Respectfully Submitted,  
PEARSON CONSTRUCTION, LLC

A handwritten signature in black ink, appearing to read 'Tyler Stevenson', is written over a light blue horizontal line.

Tyler Stevenson  
Project Manager

City of Bel Aire, Kansas



STAFF REPORT

DATE: January 25, 2022  
TO: Ty Lasher, City Manager  
FROM: Anne Stephens, Public Works Director  
RE: Oliver Lift Station Engineering Services

**Proposal Focus:**

Our Mission

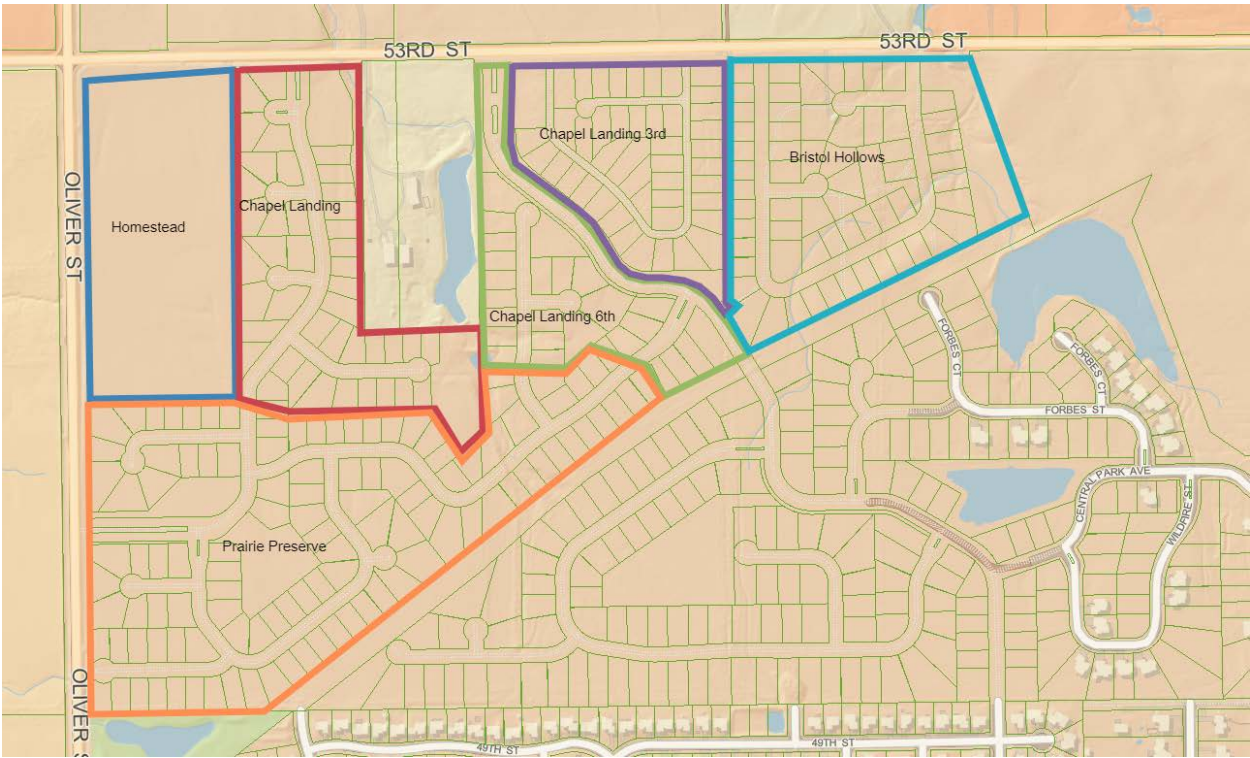
- Attractive growth and safe living – Encourage attractive neighborhoods and new developments.

Our Values

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

**Current Situation:**

During the platting of the Homestead Senior Living at the southeast corner of 53<sup>rd</sup> and Oliver, the Engineer submitted a plan for sanitary sewer service. This sanitary sewer was also intended to serve the remaining portion of Chapel Landing north of the pipeline easement and south of 53<sup>rd</sup> Street.



The original sanitary sewer concept showed a gravity sewer line connecting to the sanitary sewer in Chapel Landing 3rd, then continuing on to the west – through the middle of the Kilgore property at a



slightly less than minimal slope. Slightly less than minimal slopes have been allowed by both the City of Bel Aire as well as KDHE in the past with the understanding that some additional maintenance (i.e. cleaning) will likely be necessary throughout the life of the sewer line. When the design plans were put together, it was realized that the distance across the Kilgore property was longer than the maximum distance between manholes acceptable by KDHE. Additionally, the City does not have equipment to be able to clean that long of a distance, so unfortunately, the design team needed to consider a lift station that would serve both Homestead and adjacent portion of Chapel Landing.

After reviewing the undeveloped/available land within the current City limits, and the current potential for sewer service and opening up more land for development, we requested that a regional lift station be considered in addition to the localized lift station that would serve only Homestead and Chapel Landing.

### **Goals:**

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

### **Discussion:**

The City has worked with Baughman Company, the Engineer for both Homestead and Chapel Landing to investigate both lift station options. As mentioned above, the localized lift station would serve Homestead and Chapel Landing, which encompasses approximately 31.5 acres. This lift station would be located in the northeast corner of the Homestead property and a forcemain would take the sewage from the lift station to the west and empty into a manhole in Chapel Landing 3<sup>rd</sup>. (See attached drawing). The localized lift station option is estimated to cost \$890,630.00 and would be financed through

The regional lift station would serve approximately 191.5 acres and be located approximately ¼ mile north of 53<sup>rd</sup> Street on the east side of Oliver. Baughman has already had preliminary discussions with the landowner and they are willing to consider locating the lift station on their land. No specific discussions regarding compensation or exact location have occurred at this point. (See attached drawing).

### **Financials:**

The localized lift station option is estimated to cost \$890,630.00 and would be financed through a bond and spread as special assessments against the benefitting lots within the Homestead and Chapel Landing developments.

The regional lift station option is estimated to cost \$1,684,125.00.

Following consultation with the owners of both Homestead and the portion of Chapel Landing to be served by this lift station, Baughman proposes that the Homestead and Chapel Landing be responsible for approximately \$890,630.00 of the cost for the regional option and the City pick up the rest – which would be assessed as a benefit fee when new subdivisions within the service area wished to connect to the lift station. Assuming a 2% interest rate, the City's portion of the debt service is estimated to be between \$55,000 and \$60,000 a year. The City's sewer fund will pay this annual debt service.

Staff estimate that the localized lift station would cost approximately \$1700 a year to operate at full build out, where the regional lift station would cost approximately \$4500 a year to operate at full build out.

Since Baughman Company is currently working with the Developers of both Homestead and Chapel Landing, the City reached out to them requesting Engineering fees for Design and Construction Observation for the lift station. Their fees are as follows:

|   |                  |
|---|------------------|
| <u>Localized Pump Station</u>                 |                  |
| Engineering Design Fees                       | \$61,800         |
| Construction Administration/Inspection N.T.E. | \$40,500         |
| <b>Total</b>                                  | <b>\$102,300</b> |
| <br><u>Regional Pump Station</u>              |                  |
| Engineering Design Fees                       | \$94,500         |
| Construction Administration/Inspection N.T.E. | \$62,000         |
| <b>Total</b>                                  | <b>\$156,500</b> |

**Recommendation:**  
Since each lift station added to the sewer system requires additional on-going maintenance and upkeep (energy, daily checks, generator tests, cleaning, etc.), staff prefer the regional lift station approach.

LENN J ETUX  
OLIVER  
KS 67067-9048  
ZONED "A-1"

S, DANIEL W & ROBIN J  
OLIVER  
KS 67067-9048  
ZONED "A-1"

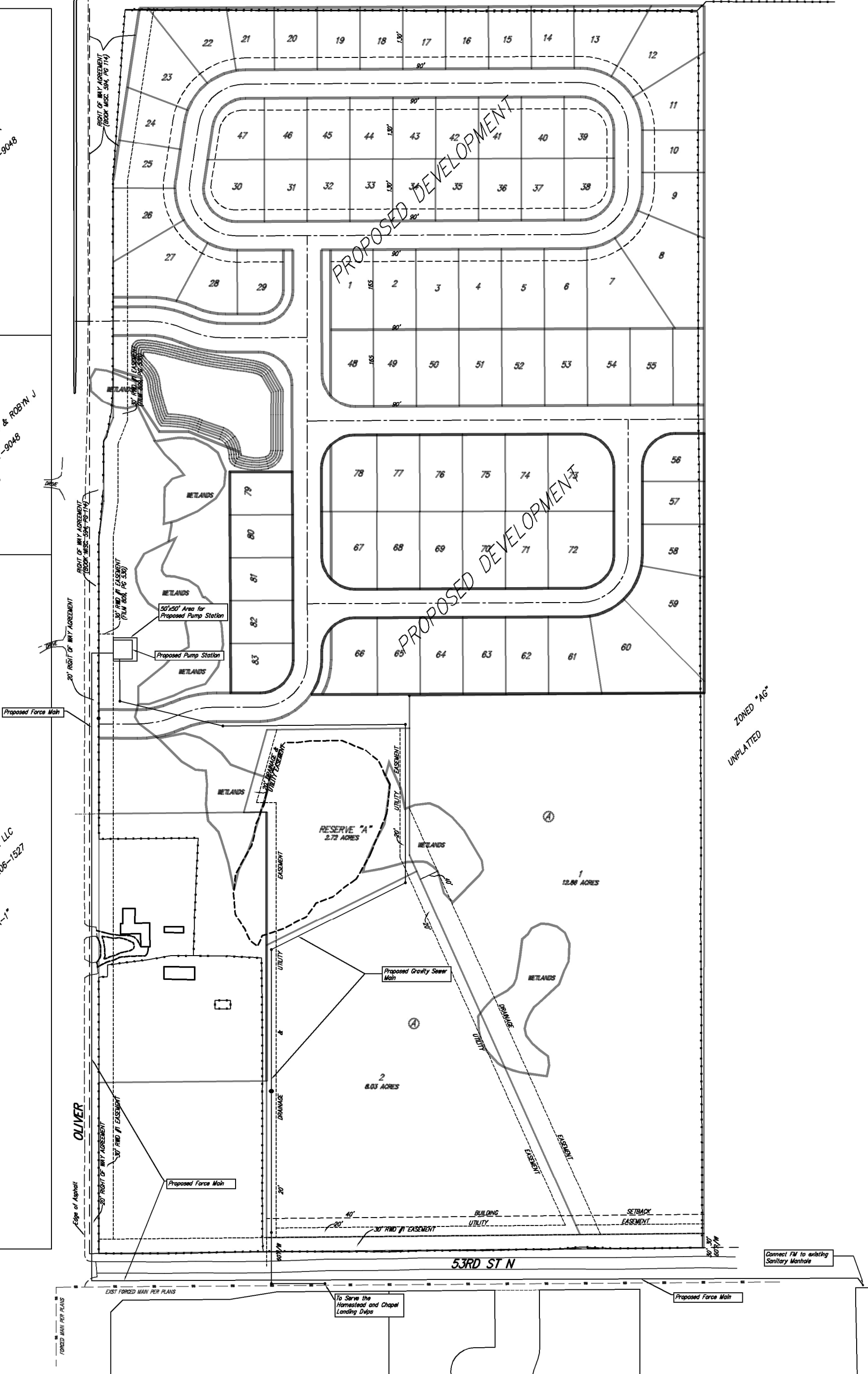
REAL ESTATE LLC  
STRATFORD  
KS 67206-1527  
ZONED "A-1"

THOMSON LC  
5137 E 61ST ST N  
KECHI, KS 67067-9002  
ZONED "RR"

PROPOSED DEVELOPMENT

PROPOSED DEVELOPMENT

ZONED "AG"  
UNPLATTED

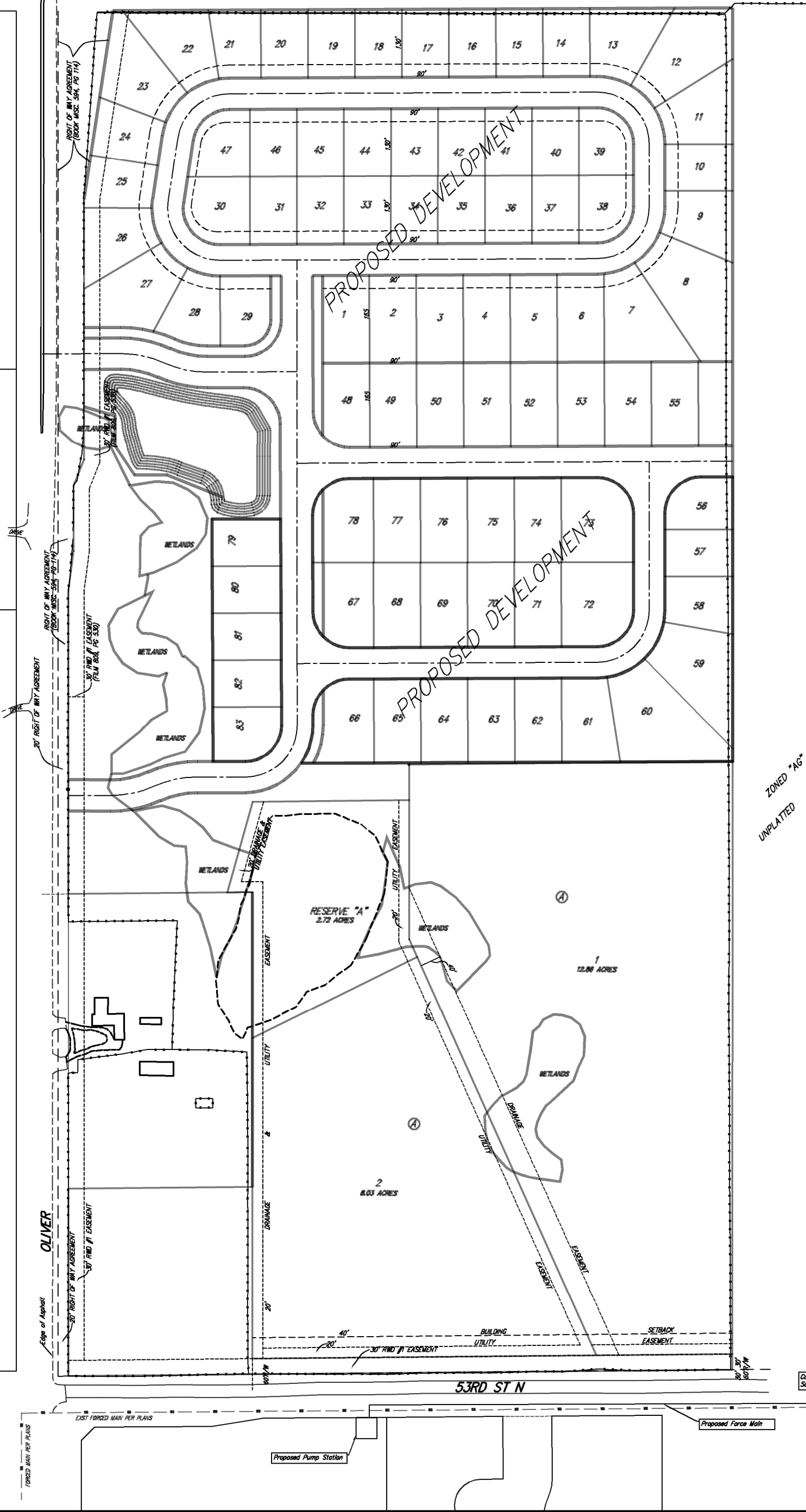


LENN J ETUX  
OLIVER  
KS 67067-9048  
ZONED "A-1"

DANIEL W & ROBIN J  
OLIVER  
KS 67067-9048  
ZONED "A-1"

REAL ESTATE LLC  
STRATFORD  
KS 67206-1527  
ZONED "A-1"

THOMSON LC  
5137 E 61ST ST N  
KECHI, KS 67067-9002  
ZONED "RR"



ZONED "AG"  
UNPLATTED

## Homestead / Chapel Landing

Bel Aire, Sedgwick County, Kansas

### SANITARY SEWER PUMP STATION OPTION 1

**Cost Estimate:**

| Item                                     | Quantity | Unit | Unit Price   | Amount       |
|--|----------|------|--------------|--------------|
| Pump Station Unit                        | 1        | LS   | \$450,000.00 | \$450,000.00 |
| Connect to Existing MH / Dissipator      | 1        | EA   | \$2,500.00   | \$2,500.00   |
| 4" PVC - FM                              | 1300     | LF   | \$32.00      | \$41,600.00  |
| 4" Directional Drill                     | 100      | LF   | \$150.00     | \$15,000.00  |
| Dewatering                               | 1        | LS   | \$15,000.00  | \$15,000.00  |
| Seeding and Erosion Control              | 1        | LS   | \$3,000.00   | \$3,000.00   |
| Site Clearing and Restoration            | 1        | LS   | \$18,000.00  | \$18,000.00  |
| 3 Phase Electrical Extension             | 1        | LS   | \$125,000.00 | \$125,000.00 |
| Gas Service Extension                    | 1        | LS   | \$15,000.00  | \$15,000.00  |
| <b>Subtotal</b>                          |          |      |              | \$685,100.00 |
| + 30% Design, Insp.,<br>& Administration |          |      |              | \$205,530.00 |
| <b>Total</b>                             |          |      |              | \$890,630.00 |

**Total Amount**

**\$891,000**

## Bel Aire NW Regional Pump Station

Bel Aire, Sedgwick County, Kansas

### PUMP STATION / SANITARY SEWER MAIN PETITION

**Cost Estimate:**

| Item                                     | Quantity | Unit | Unit Price   | Amount         |
|--|----------|------|--------------|----------------|
| Pump Station Unit                        | 1        | LS   | \$550,000.00 | \$550,000.00   |
| 10"/12" SS Main - Gravity                | 2300     | LF   | \$50.00      | \$115,000.00   |
| 24" Steel Casing - Jack & Bore           | 230      | LF   | \$750.00     | \$172,500.00   |
| Manhole 5'                               | 8        | EA   | \$6,000.00   | \$48,000.00    |
| MH Stub                                  | 6        | EA   | \$1,000.00   | \$6,000.00     |
| Connect to Existing MH                   | 1        | EA   | \$3,500.00   | \$3,500.00     |
| 6" PVC - FM                              | 3000     | LF   | \$40.00      | \$120,000.00   |
| 6" Directional Drill                     | 150      | LF   | \$150.00     | \$22,500.00    |
| Flowable Fill                            | 60       | LF   | \$80.00      | \$4,800.00     |
| Dewatering                               | 1        | LS   | \$15,000.00  | \$15,000.00    |
| Seeding and Erosion Control              | 1        | LS   | \$20,000.00  | \$20,000.00    |
| Site Clearing and Restoration            | 1        | LS   | \$60,000.00  | \$60,000.00    |
| 3 Phase Electrical Extension             | 1        | LS   | \$150,000.00 | \$150,000.00   |
| Gas Service Extension                    | 1        | LS   | \$30,000.00  | \$30,000.00    |
| Easements Acquisition                    | 1        | LS   | \$30,000.00  | \$30,000.00    |
| <b>Subtotal</b>                          |          |      |              | \$1,347,300.00 |
| + 25% Design, Insp.,<br>& Administration |          |      |              | \$336,825.00   |
| <b>Total</b>                             |          |      |              | \$1,684,125.00 |

**Total Amount**

**\$1,685,000**

City of Bel Aire, Kansas



## STAFF REPORT

DATE: January 25, 2022  
 TO: Ty Lasher, City Manager  
 FROM: Anne Stephens, Public Works Director and City Engineer  
 RE: 47<sup>th</sup> Street Reconstruction Bids

### Proposal Focus:

#### Our Mission

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

#### Our Values

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

### Current Situation:

The City has identified 47<sup>th</sup> Street as in need of reconstruction.

### Goals:

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

### Discussion:

The reconstruction of 47<sup>th</sup> Street was in the street plan for 2021. City staff worked with Garver to develop a reconstruction plan and bid tab. The solicitation requested four different prices:

1. Base bid of concrete paving
2. Alternate #1 – asphalt paving
3. Alternate #2 – concrete paving with additional 100' of concrete paving east of the spillway.
4. Alternate #3 – asphalt paving with additional 100' of asphalt paving east of the spillway.

Eight contractors, who frequently bid on City paving projects, were invited to bid on this project. Three contractors responded to the solicitation. The results are provided below.

| Contractor    | Base Bid            | Alternate 1         | Alternate 2         | Alternate 3         |
|---------------|---------------------|---------------------|---------------------|---------------------|
| Cornejo       | \$278,630.21        | \$200,519.21        | \$306,340.21        | \$217,145.21        |
| Pearson       | \$206,291.00        | <b>\$156,584.00</b> | \$226,829.00        | <b>\$169,624.00</b> |
| Kansas Paving | <b>\$199,324.00</b> | \$166,186.00        | <b>\$223,774.00</b> | \$182,812.00        |

### Financials:

The cost of these improvements will be paid for from the CIP Funds from 2021. The initial estimate for this project was \$275,000.

**Recommendation:**

There is a 24.02% difference between the cost of the concrete and asphalt options for the base bid and a 27.53% difference between the cost of the concrete and asphalt options on the expanded portion of the project with the additional pavement east of the spillway. Kansas Paving was the low bidder on both concrete options and Pearson Construction was the low bidder on both asphalt options.

Given that 47<sup>th</sup> Street is one of the main access points to Woodlawn from the Bel Aire Heights neighborhood, it is staff's recommendation that Council award Alternate #2 – the replacement of 47<sup>th</sup> Street plus the additional pavement east of the spillway to Kansas Paving.



**47th Street Reconstruction**  
**Bel Aire, Kansas - Bid Tabulation**  
**1/25/2022**

**Base Bid - Concrete Pavement**

|                                 |                                      |          |      | Cornejo      |                      | Pearson     |                      | Kansas Paving |                      |
|---------------------------------|--------------------------------------|----------|------|--------------|----------------------|-------------|----------------------|---------------|----------------------|
| Item No.                        | Description                          | Quantity | Unit | Price        | Extension            | Price       | Extension            | Price         | Extension            |
| 1                               | Mobilization                         | 1        | LS   | \$ 25,000.00 | \$ 25,000.00         | \$ 6,000.00 | \$ 6,000.00          | \$ 500.00     | \$ 500.00            |
| 2                               | Site Clearing                        | 1        | LS   | \$ 2,500.00  | \$ 2,500.00          | \$ 6,000.00 | \$ 6,000.00          | \$ 20,500.00  | \$ 20,500.00         |
| 3                               | Site Restoration                     | 1        | LS   | \$ 2,500.00  | \$ 2,500.00          | \$ 1,750.00 | \$ 1,750.00          | \$ 1,000.00   | \$ 1,000.00          |
| 4                               | Milling/Removal 7" AC Pavement       | 2531     | SY   | \$ 12.00     | \$ 30,372.00         | \$ 6.00     | \$ 15,186.00         | \$ 9.00       | \$ 22,779.00         |
| 5                               | Remove 7" Conc. Valley Gutter        | 113      | SY   | \$ 11.00     | \$ 1,243.00          | \$ 9.00     | \$ 1,017.00          | \$ 9.00       | \$ 1,017.00          |
| 6                               | Remove Curb & Gutter                 | 66       | LF   | \$ 5.50      | \$ 363.00            | \$ 5.00     | \$ 330.00            | \$ 10.00      | \$ 660.00            |
| 7                               | Sawcut Existing Pavement             | 108      | LF   | \$ 6.50      | \$ 702.00            | \$ 2.00     | \$ 216.00            | \$ 1.50       | \$ 162.00            |
| 8                               | AC Pavement 7" (5" Bit. Base) (BM-2) | 23       | SY   | \$ 78.00     | \$ 1,794.00          | \$ 91.00    | \$ 2,093.00          | \$ 40.00      | \$ 920.00            |
| 9                               | 6" Reinforced Concrete Pavement      | 2367     | SY   | \$ 62.00     | \$ 146,754.00        | \$ 48.00    | \$ 113,616.00        | \$ 40.00      | \$ 94,680.00         |
| 10                              | 7" Concrete Valley Gutter            | 273      | SY   | \$ 80.00     | \$ 21,840.00         | \$ 67.00    | \$ 18,291.00         | \$ 60.00      | \$ 16,380.00         |
| 11                              | Curb & Gutter, Monolithic (6")       | 128      | LF   | \$ 4.00      | \$ 512.00            | \$ 6.00     | \$ 768.00            | \$ 2.00       | \$ 256.00            |
| 12                              | 5" Reinforced Crushed Rock Base      | 2677     | SY   | \$ 10.00     | \$ 26,770.00         | \$ 7.00     | \$ 18,739.00         | \$ 10.00      | \$ 26,770.00         |
| 13                              | Hydroseeding, Fescue                 | 100      | SY   | \$ 1.50      | \$ 150.00            | \$ 13.00    | \$ 1,300.00          | \$ 1.00       | \$ 100.00            |
| 14                              | Erosion Control BMP's                | 1        | LS   | \$ 630.21    | \$ 630.21            | \$ 385.00   | \$ 385.00            | \$ 500.00     | \$ 500.00            |
| 15                              | Traffic Control                      | 1        | LS   | \$ 4,000.00  | \$ 4,000.00          | \$ 6,000.00 | \$ 6,000.00          | \$ 500.00     | \$ 500.00            |
| Measured Out of Scope Bid Items |                                      |          |      |              |                      |             |                      |               |                      |
| 16                              | Remove & Replace Unsuitable Material | 100      | SY   | \$ 35.00     | \$ 3,500.00          | \$ 18.00    | \$ 1,800.00          | \$ 25.00      | \$ 2,500.00          |
| 17                              | Remove & Replace Conc. Driveway      | 1000     | SF   | \$ 7.00      | \$ 7,000.00          | \$ 10.50    | \$ 10,500.00         | \$ 7.50       | \$ 7,500.00          |
| 18                              | Curb & Gutter, Combined (6")         | 100      | LF   | \$ 30.00     | \$ 3,000.00          | \$ 23.00    | \$ 2,300.00          | \$ 26.00      | \$ 2,600.00          |
| <b>Total Base Bid</b>           |                                      |          |      |              | <b>\$ 278,630.21</b> |             | <b>\$ 206,291.00</b> |               | <b>\$ 199,324.00</b> |

**Alternate Bid #1 - Asphalt Pavement**

|   |      |    |            |                      |            |                      |            |                      |
|---|------|----|------------|----------------------|------------|----------------------|------------|----------------------|
| Base Bid (from Above)                   |      |    |            | \$ 278,630.21        |            | \$ 206,291.00        |            | \$ 199,324.00        |
| Deduct 6" Reinforced Concrete Pavement  | 2367 | SY | \$ (62.00) | \$ (146,754.00)      | \$ (48.00) | \$ (113,616.00)      | \$ (40.00) | \$ (94,680.00)       |
| Add AC Pavement 7" (5" Bit. Base)(BM-2) | 2367 | SY | \$ 29.00   | \$ 68,643.00         | \$ 27.00   | \$ 63,909.00         | \$ 26.00   | \$ 61,542.00         |
| <b>Total Alternate Bid #1</b>           |      |    |            | <b>\$ 200,519.21</b> |            | <b>\$ 156,584.00</b> |            | <b>\$ 166,186.00</b> |

**Alternate Bid #2 - Base Bid Plus Replacement of Pavement East of Pond Overflow**

|                                 |     |    |          |                      |          |                      |          |                      |
|---------------------------------|-----|----|----------|----------------------|----------|----------------------|----------|----------------------|
| Base Bid (from Above)           |     |    |          | \$ 278,630.21        |          | \$ 206,291.00        |          | \$ 199,324.00        |
| Mill/Remove 7" AC Pavement      | 326 | SY | \$ 12.00 | \$ 3,912.00          | \$ 6.00  | \$ 1,956.00          | \$ 13.00 | \$ 4,238.00          |
| 6" Reinforced Concrete Pavement | 326 | SY | \$ 63.00 | \$ 20,538.00         | \$ 50.00 | \$ 16,300.00         | \$ 48.00 | \$ 15,648.00         |
| 5" Reinforced Crushed Rock Base | 326 | SY | \$ 10.00 | \$ 3,260.00          | \$ 7.00  | \$ 2,282.00          | \$ 14.00 | \$ 4,564.00          |
| <b>Total Alternate Bid #2</b>   |     |    |          | <b>\$ 306,340.21</b> |          | <b>\$ 226,829.00</b> |          | <b>\$ 223,774.00</b> |

**Alternate Bid #3 - Asphalt Pavement Plus Replacement of Pavement East of Pond Overflow**

|   |      |    |            |                      |            |                      |            |                      |
|---|------|----|------------|----------------------|------------|----------------------|------------|----------------------|
| Base Bid (From Above)                   |      |    |            | \$ 278,630.21        |            | \$ 206,291.00        |            | \$ 199,324.00        |
| Deduct 6" Reinforced Concrete Pavement  | 2367 | SY | \$ (62.00) | \$ (146,754.00)      | \$ (48.00) | \$ (113,616.00)      | \$ (40.00) | \$ (94,680.00)       |
| Mill/Remove 7" AC Pavement (from Above) | 326  | SY | \$ 12.00   | \$ 3,912.00          | \$ 6.00    | \$ 1,956.00          | \$ 13.00   | \$ 4,238.00          |
| AC Pavement 7" (5" Bit. Base) (BM-2)    | 2693 | SY | \$ 29.00   | \$ 78,097.00         | \$ 27.00   | \$ 72,711.00         | \$ 26.00   | \$ 70,018.00         |
| 5" Reinforced Crushed Rock Base         | 326  | SY | \$ 10.00   | \$ 3,260.00          | \$ 7.00    | \$ 2,282.00          | \$ 12.00   | \$ 3,912.00          |
| <b>Total Alternate Bid #3</b>           |      |    |            | <b>\$ 217,145.21</b> |            | <b>\$ 169,624.00</b> |            | <b>\$ 182,812.00</b> |



| REV. | DATE | DESCRIPTION | BY |
|------|------|-------------|----|
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|                                      |   |
|--------------------------------------|---|
| CITY OF BEL AIRE<br>BEL AIRE, KANSAS | 47TH STREET PAVING REPLACEMENT<br>FARMSTEAD TO EAST LINE OF<br>KAPPELMAN'S BEL AIRE HEIGHTS |
|--------------------------------------|---|

Removal  
Plan

JOB NO.: .  
DATE: .  
DESIGNED BY: .  
DRAWN BY: .

BAR IS ONE INCH ON  
ORIGINAL DRAWING  
0 1"  
IF NOT ONE INCH ON THIS SHEET,  
ADJUST SCALES ACCORDINGLY.

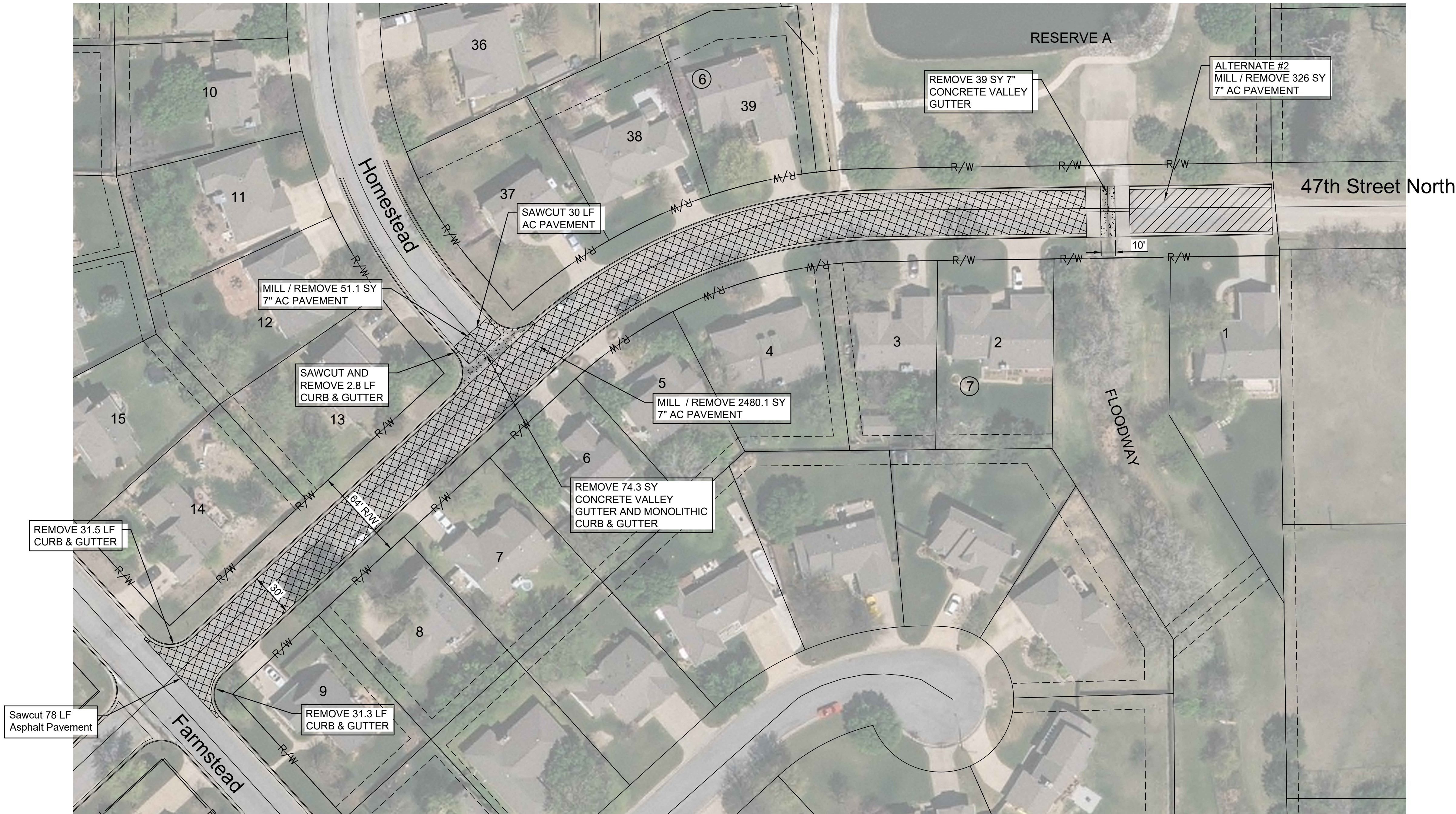
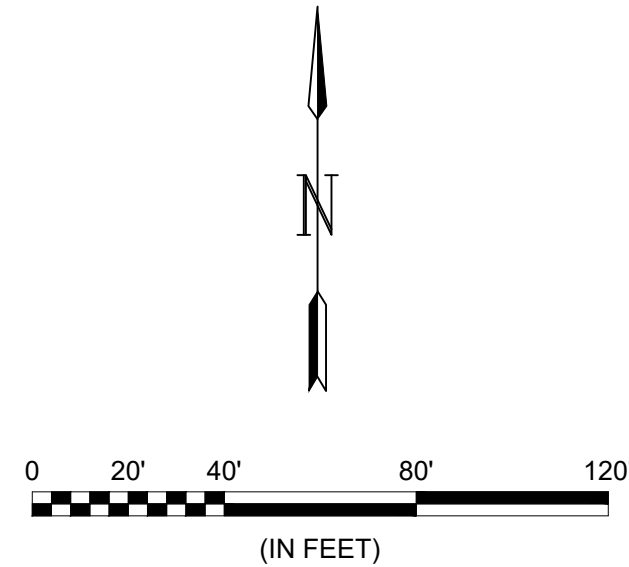
DRAWING NUMBER

SHEET  
NUMBER 1 OF 5

SITE CLEARING AND REMOVAL NOTES

1. QUANTITIES SHOWN ON THIS PLAN ARE ESTIMATES. FINAL PAYMENT WILL BE BASED ON MEASURED QUANTITIES.
2. THE CONTRACTOR CAN CHOOSE TO EITHER MILL OR REMOVE EXISTING PAVEMENT. PAYMENT FOR THIS BID ITEM SHALL INCLUDE ALL COST FOR FULL DEPTH REMOVAL OF THE EXISTING PAVEMENT BETWEEN THE HIGH EDGES OF THE CURBS.
3. IT IS THE INTENT OF THE PROJECT FOR EXISTING CURB, DRIVEWAYS AND LANDSCAPING TO REMAIN UNDISTURBED UNLESS OTHERWISE NOTED IN THE PLANS. THE CONTRACTOR SHALL PERFORM A PRECONSTRUCTION WALKTHROUGH OF THE PROJECT WITH THE CITY OF BEL AIRE AND DOCUMENT ANY PROPOSED ADDITIONAL CURB AND GUTTER OR DRIVEWAY REMOVAL AND REPLACEMENT PRIOR TO CONSTRUCTION. THAT WORK WILL BE PAID BASED ON THE UNIT PRICES SHOWN IN THE BID FORM.
4. IF EXISTING CURB OR DRIVEWAYS ARE DAMAGED DURING CONSTRUCTION, THE CONTRACTOR WILL REPLACE THE DAMAGED PAVEMENT AND CURB AT NO COST TO THE CITY OR PROPERTY OWNERS.
5. THE CONTRACTOR SHALL OVER-EXCAVATE THE ROADWAY AND VALLEY GUTTER AREAS AS NECESSARY TO INSTALL THE NEW PAVEMENT AND CRUSHED ROCK BASE. PAVEMENT, EXCESS MATERIAL AND CONSTRUCTION DEBRIS TO BE DISPOSED OF AT AN OFFSITE LOCATION PROVIDED BY THE CONTRACTOR. COST OF EXCAVATION AND DISPOSAL OF PAVEMENT, MILLINGS, EXCAVATED MATERIAL AND DEBRIS SHALL BE SUBSIDIARY TO THE BID ITEM FOR "MILL / REMOVE 7" AC PAVEMENT".

6. SAWCUTS FOR REMOVALS SHOWN ON THIS PLAN SHALL BE AT LEAST HALF THE DEPTH OF THE PAVEMENT AND SHALL BE FIELD ADJUSTED TO THE NEAREST JOINT IF THE EXISTING JOINT IS WITHIN 4' OF THE PROPOSED LOCATION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING/REPLACING ANY IRRIGATION SYSTEMS THAT ARE DAMAGED THROUGH THE COURSE OF THE PROJECT. SUBSIDIARY TO THE BID ITEM FOR "SITE CLEARING".
8. CHANGE ORDERS FOR WORK MUST BE APPROVED IN WRITING BY THE CITY OF BEL AIRE PRIOR TO THE WORK BEING DONE. NO ADDITIONAL PAYMENT WILL BE MADE FOR REMOBILIZATION FOR ITEMS WITH SET UNIT PRICES IN THE BID FORM.



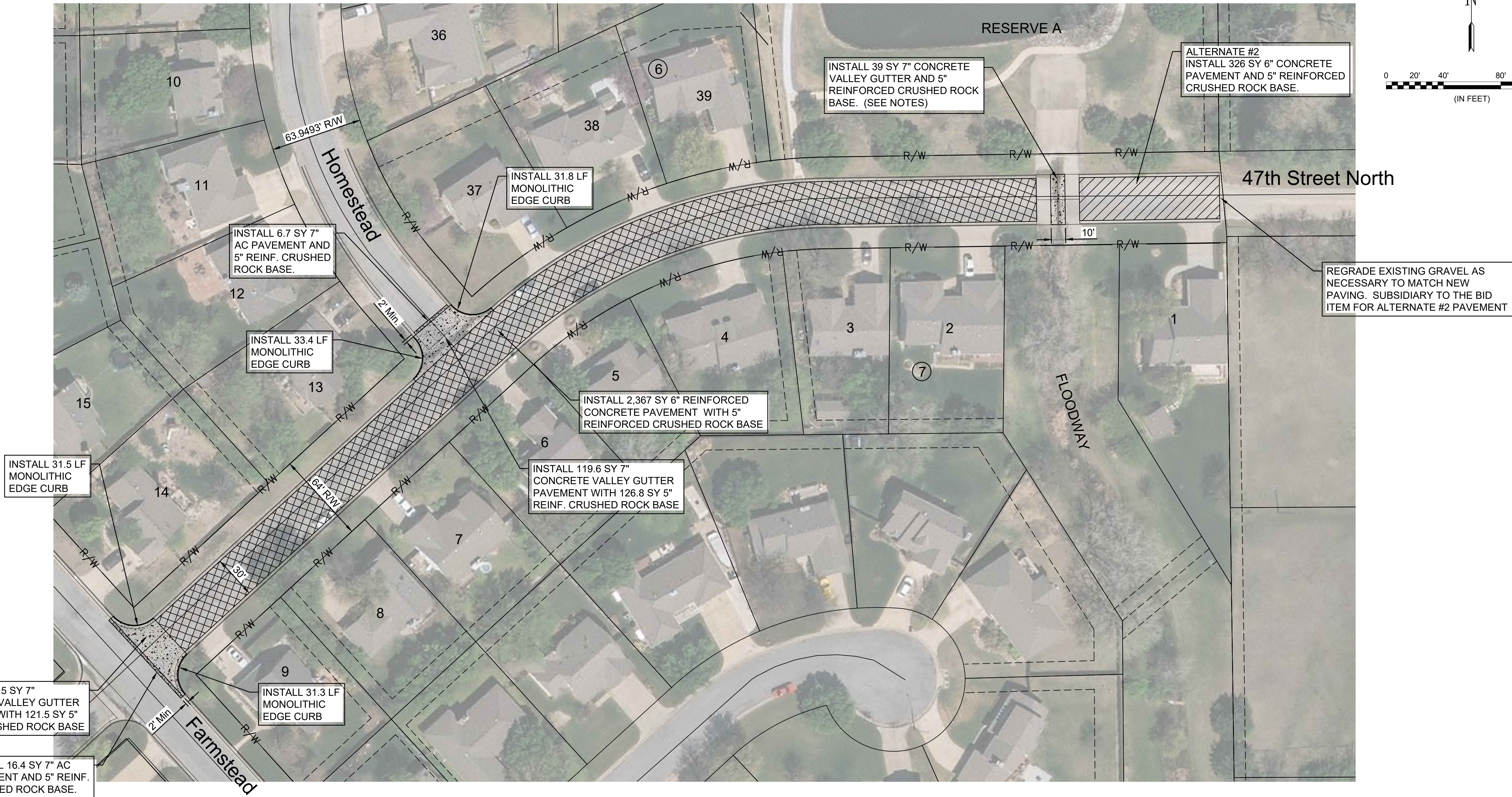


PAVEMENT INSTALLATION NOTES

- QUANTITIES SHOWN ON THIS PLAN ARE ESTIMATES. FINAL PAYMENT WILL BE BASED ON MEASURED QUANTITIES.
- LONGITUDINAL CONCRETE PAVEMENT JOINTS SHALL HAVE 10' SPACING WITH NO CENTERLINE JOINT. SPACING FOR TRANSVERSE JOINTS SHALL BE NOMINALLY 10' BUT NO MORE THAN 12'
- REINFORCED CRUSHED ROCK BASE SHALL BE INSTALLED TO ONE FOOT (1') BEHIND BACK OF CURB IN VALLEY GUTTER AREAS. IN ALL OTHER AREAS, ROCK BASE SHALL BE INSTALLED AS CLOSE TO THE EXISTING CURB AS POSSIBLE.
- THE CONTRACTOR SHALL OVER-EXCAVATE THE ROADWAY AND VALLEY GUTTER AREAS AS NECESSARY TO INSTALL THE NEW PAVEMENT AND CRUSHED ROCK BASE. REMOVED MATERIAL AND CONSTRUCTION DEBRIS TO BE DISPOSED OF AT AN OFFSITE LOCATION PROVIDED BY THE CONTRACTOR. COST OF EXCAVATION AND DISPOSAL OF PAVEMENT AND SUBGRADE MATERIAL TO BE SUBSIDIARY TO THE BID ITEM FOR PAVEMENT REMOVAL.
- A BID ITEM FOR "REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL" HAS BEEN INCLUDED FOR USE IN AREAS WHERE SUBGRADE CONDITIONS REQUIRE ADDITIONAL MATERIAL REMOVAL. THE BID ITEM WILL PAY FOR REMOVAL OF UNSTABLE MATERIAL UP TO TWELVE INCHES (12") IN DEPTH AND FILLED WITH CRUSHED CONCRETE OR ROCK. FOR INSTANCES WHERE REMOVAL IS DEEPER THAN 12", THE ADDITIONAL AREA OF EXTRA DEPTH WILL BE TABULATED AS ADDITIONAL SQUARE YARDS OF REMOVAL.
- THE CONTRACTOR SHALL INSTALL THE NEW PAVEMENT TO MATCH THE LINE AND GRADE OF THE EXISTING PAVEMENT. ANY VARIATIONS FROM THIS REQUIREMENT MUST BE APPROVED BY THE CITY ENGINEER. CONSTRUCTION SURVEYING WILL BE SUBSIDIARY TO THE PAVEMENT INSTALLED.

- TESTING SHALL BE SUBSIDIARY TO BID ITEMS FOR WHICH DIRECT PAYMENT IS MADE. TESTING SHALL BE REQUIRED AS FOLLOWS:
  - VISUAL PROOFROLL OF SUBGRADE (WITH REPRESENTATIVE FROM CITY)
  - ONE (1) COMPACTION TEST PER 1000 SY OF SUBGRADE (95% STANDARD PROCTOR)
  - CONCRETE CYLINDERS: ONE SET PER DAY OR ONE SET PER 1000 SY OF CONCRETE
  - ASPHALT LOAD TICKETS
  - ASPHALT PLANT TEST CERTIFICATION REPORTS
- GRASSED AND LANDSCAPED AREAS DISTURBED FOR THE CONSTRUCTION OF VALLEY GUTTER PAVEMENT SHALL BE REGRADED TO MATCH NEW PAVEMENT AND HYDROSEEDING WITH FESCUE SEED WITHIN 14 DAYS OF THE COMPLETION OF THE PROJECT. COST OF REGRADEING TO BE SUBSIDIARY TO THE BID ITEM FOR "CONCRETE VALLEY GUTTER PAVEMENT (7")
- THE CONTRACTOR SHALL PREPARE A PROJECT PHASING/TRAFFIC CONTROL PLAN PRIOR TO COMMENCING WORK. TRAFFIC CONTROL AND DEVICES SHALL COMPLY WITH THE LATEST VERSION OF THE MUTCD. PROJECT PHASING SHALL BE CONFIGURED TO RESTRICT ACCESS TO NO MORE THAN SIX HOMES AT ONE TIME. CONTRACTOR SHALL PERFORM WORK IN A MANNER THAT WILL ALLOW RESIDENTS TO REACH HOMES OUTSIDE OF DAYTIME CONSTRUCTION HOURS. THE PHASING WILL BE DONE IN A MANNER THAT ALL PAVEMENT REMOVED DURING WORK CAN BE REPLACED PRIOR TO PLANTS SHUTTING DOWN AT THE END OF THE YEAR. COST TO REMOBILIZE AND REPLACE TEMPORARY PAVEMENT SHALL BE SUBSIDIARY TO THE BID ITEMS FOR "SITE CLEARING" AND "SITE RESTORATION"
- THE CONTRACTOR SHALL COORDINATE WITH THE BEL AIRE POLICE DEPARTMENT, USPS, WASTE MANAGEMENT, USD 259 AND SEDGWICK COUNTY EMERGENCY SERVICES TO MINIMIZE INTERRUPTIONS OF SERVICE DURING CONSTRUCTION.

- THE CONTRACTOR SHALL COORDINATE WITH THE CITY OF BEL AIRE TO HOLD A PUBLIC INFORMATION MEETING A MINIMUM OF TEN (10) DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION. THE MEETING WILL BE HELD AT A LOCATION TO BE DETERMINED BY THE CITY OF BEL AIRE. THE CONTRACTOR WILL PROVIDE INFORMATION TO THE PUBLIC REGARDING MAIL SERVICE, TRASH SERVICE AND SITE ACCESS FOR RESIDENTS DURING CONSTRUCTION.
- ALTERNATE #1 SHALL USE 7" AC PAVEMENT IN LIEU OF 6" REINFORCED CONCRETE PAVEMENT. ALTERNATE #2 WILL REMOVE AND REPLACE PAVEMENT EAST OF THE POND CROSSING AS INDICATED ON THIS SHEET. ALTERNATE #3 SHALL INCLUDE THE USE OF 7" AC PAVEMENT AND THE REPLACEMENT OF THE PAVEMENT EAST OF THE POND CROSSING.
- ROLLER COMPACTED CONCRETE PAVEMENT WILL BE AN ACCEPTED MATERIAL FOR THE CONCRETE PAVEMENT BASE BID.
- NO TIED OR DOWEL BARS SHALL BE INSTALLED BETWEEN THE EXISTING CURB AND NEW CONCRETE PAVEMENT.
- THE CITY OF BEL AIRE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL ALTERNATIVES AND WILL REVIEW THE BIDS TO DETERMINE WHICH BID PROVIDES THE BEST OVERALL BENEFIT TO THE CITY.



City of  
**Bel Aire**  
WWW.BELAIRES.KS.GOV

7651 Central Park Ave.  
Bel Aire, KS 67226  
(316) 744-2451

|             |  |  |  |  |
|-------------|--|--|--|--|
| BY          |  |  |  |  |
| DESCRIPTION |  |  |  |  |
| DATE        |  |  |  |  |
| REV.        |  |  |  |  |

CITY OF BEL AIRE  
BEL AIRE, KANSAS

47TH STREET PAVING REPLACEMENT  
FARMSTEAD TO EAST LINE OF  
KAPPELMA'S BEL AIRE HEIGHTS

Proposed  
Improvements

JOB NO.: .  
DATE: .  
DESIGNED BY: .  
DRAWN BY: .

BAR IS ONE INCH ON  
ORIGINAL DRAWING  
0 1" 12"  
IF NOT ONE INCH ON THIS SHEET,  
ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER

SHEET  
NUMBER **2** OF **5**

File: L:\2021\12\11\41282 - City of Bel Aire MSA Drawings\C3D\006 - 47th Street Replacement\47th Street Replacement Base Plan.dwg Last Save: 10/3/2021 9:19 PM Last saved by: KVLee  
Last plotted by: Lee, Ken W. Plot Style: ---- Plot Scale: 1/2"=40' Plot Date: 10/4/2021 10:36 AM Plotter used: None

27



City of Bel Aire, Kansas



STAFF REPORT

DATE: January 26, 2022  
TO: Ty Lasher, City Manager  
FROM: Anne Stephens, Public Works Director  
RE: Woodlawn Project – Proposed Change Orders 1 and 2 - REVISED

**Proposal Focus:**

Our Mission

---

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

Our Values

---

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

**Current Situation:**

As the Contractor prepares for the water line bore underneath the railroad, they ran into a potential conflict with the installation of the new casing as it is too close to the existing casing to execute the bore as proposed. Additionally, when researching the proposed shutdown for the bore, they noticed that there is no clean way to shut off this area of main without disrupting the water service to a large number of houses.

Since the January 4<sup>th</sup> City Council meeting, the Contractor performed some explorations on both the north and south side of the railroad tracks.

**Goals:**

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

**Discussion:**

The installation of the water line underneath the railroad was always planned to occur during the road construction project to avoid the need for additional temporary pavement or closure of the roadway which would be necessary for the bore pit on either side of the railroad property.

As the Contractor was preparing for the bore and the construction foreman was reviewing the plans, it came to their attention that there is potentially a conflict with the installation of the water line casing pipe as shown in the plans. It is the opinion of the foreman that the existing casing and proposed casing are too close together to execute the bore as proposed – there needs to be a certain amount of separation to ensure the safety and integrity of the existing water line as it remains in service. The second concern is the number of houses and businesses that will have their service interrupted due to the work and the proximity of the two lines.

Dondlinger has performed some exploratory work and exposed the water line on either side of the railroad tracks. They collected elevations on the water line and noted that the casing pipe did not extend to the edge of the right-of-way as required by current railroad regulations. MKEC evaluated

the water line and casing pipe in relation to the elevations provided of the existing pipe and have determined that it will be necessary to lower the proposed water main to avoid conflicts with the existing pipe and casing. After further research regarding the valves that were installed during the utility relocation project, MKEC also recommends installing the two valves as initially proposed.

Dondlinger has proposed two change orders that will help to address the concerns raised around the water line installation.

With this recommendation, the proposed change orders that were presented to Council in January have been combined into one change order, which is attached.

**Financials:**

The additional cost associated with this Change Order will be included in the bonds for non-participating expenses and paid for out of the water fund.

**Recommendation:**

Staff recommends Council approve Pearson Constructions Change Order Request in the amount of \$48,331.50.



January 26, 2022

Kansas Dept. of Transportation  
3200 E. 45th St. N.  
Wichita, KS 67220

Attention: Joe Ausilio

Re: KDOT Project 87 N-0678-01  
Bel-Aire / Woodlawn, 37th St. N. to 45th St. N.  
Change Order Request

Joe,

Pearson Construction requests a Change Order in the amount of **\$48,331.50** for changes in the scope of work at two potential problem areas on the waterline installation adjacent to the rail crossing. The work quoted is as discussed in various conversations between MKEC, KDOT, Dondlinger, and the City of Bel Air. The work will be subcontracted to Dondlinger & Sons, and their quote is attached for reference.

The proposed cost for this change order is itemized below.

|               |             |
|---------------|-------------|
| Subcontracted | \$46,030.00 |
| OH&P @ 5%     | \$2,301.50  |
| Total         | \$48,331.50 |

The undersigned hereby certifies, under the penalty of law for perjury or falsification, that I am authorized to submit this contract adjustment request on behalf of the Contractor and to bind the contractor, the contract adjustment request is made in good faith and, to the best of the Contractor's knowledge and belief, is a true and complete statement of the actual costs and time incurred for the Contract Change and is authorized by the Contract. I further certify that no additional claims will be submitted related to this contract adjustment request, and the Contractor has documentation that supports the contract adjustment request.

Respectfully Submitted,  
PEARSON CONSTRUCTION, LLC

A handwritten signature in blue ink that reads 'Brian D. Boutwell'.

Brian D. Boutwell, P.E.  
Project Manager



January 26, 2022

Pearson Construction  
Attn: Brian Boutwell  
Project Manager

Ref: Woodlawn – 37<sup>th</sup> Street North to 45<sup>th</sup> Street North; **PCO #001 & PCO #002**

Dear Brian:

As requested, below is our change order proposal for the discussed potential problem areas on the water line installation for the above referenced project:

**Add: (PCO #1)**

New Item – Cut in & Install (2) 8” Gate Valves 1 LS @ \$22,000.00/LS = \$22,000.00

**Total Add for this Change Order +\$22,000.00**

**Inclusions:**

8” MJ Gate Valves, Valve Boxes, Flush Stations, Tracer Connectors, and Anodes.  
Anchoring Materials for the two New Special Type Gate Valves.  
Small Section of DICL Pipe, Polywrap, Poly Tape, DI and PVC Restraints, and Sleeves.  
Bedding materials for New Pipe Components and Fittings.  
Fill Sand for Approx 20ft on Each Side of Pipe Next to Cut In Location.  
Labor and equipment cost to cut in and install the (2) Gate Valves and all Components.

**Add: (PCO #2A-1)**

New Item – Lower 8” Waterline Below Existing Casing 1 LS @ \$24,000.00/LS = \$21,500.00

**Total Add for this Change Order +\$21,500.00**

**Inclusions:**

(4) 8” MJ 45 Deg Restrained Bends (onsite reusing existing), new gasket and bolt sets for MJ Fittings, Routing WL below Existing Casing.  
Small Sections of DICL Pipe, Polywrap, Poly Tape, DI and PVC Restraints.  
Bedding materials for New Pipe Components and Fittings.  
Labor & equipment cost to cut in and install new above components for new routing.

**Add: (PCO #2A-2)**

WL Item 2 – 20" Steel Casing by Bore & Jack 115 LF @ \$22.00/LF = \$2,530.00

**Total Add for this Change Order      +\$2,530.00**

Inclusions:

Boring subcontractor is requesting to increase his rate due to the depth and limited space will increase the setup time.

**TOTAL CHANGE IN CONTRACT      +\$46,030.00**

If you have any questions, please feel free to email me at [blysen@dondlingerconst.com](mailto:blysen@dondlingerconst.com) or contact me at 316-945-0555.

Respectfully Submitted,



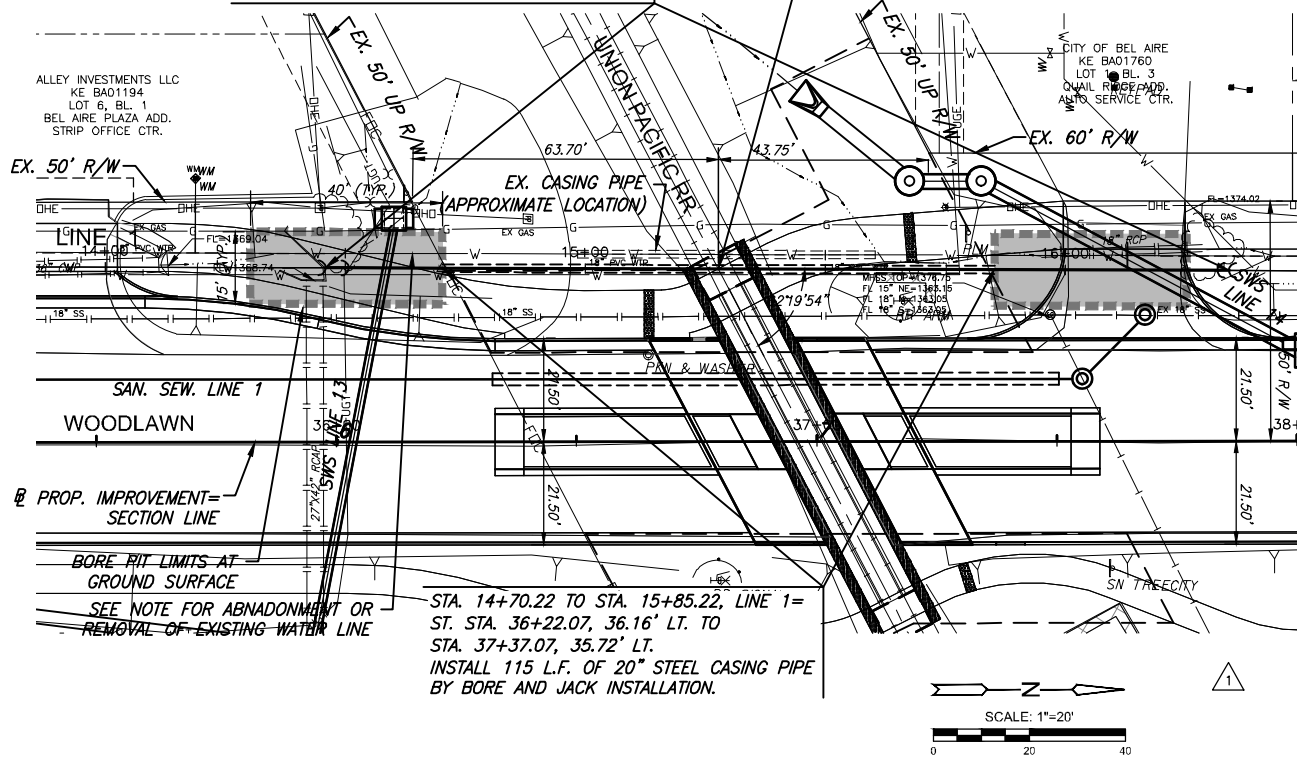
Braden Lysen  
Dondlinger Construction



PROJECT: 87N-0678-01 BEL AIRE WOODLAWN 37TH TO 45TH, 18541 CAD/SHTS/85 CIVIL/UTRI/8541-CP-04/REV.DWG  
PLOTED: Tuesday, January 25, 2022 @ 04:15PM

STA. 14+45.89 TO STA. 16+34.00, LINE 1=  
ST. STA. 35+97.74, 36.25' LT. TO  
STA. 37+85.85, 35.54' LT.  
2-8" VALVE ASSY'S  
VALVE BOX EL.=1375.67 (S), 1376.83 (N)  
4-45° BENDS  
188.11 L.F. OF 8" PIPE BY RESTRAINED JOINT

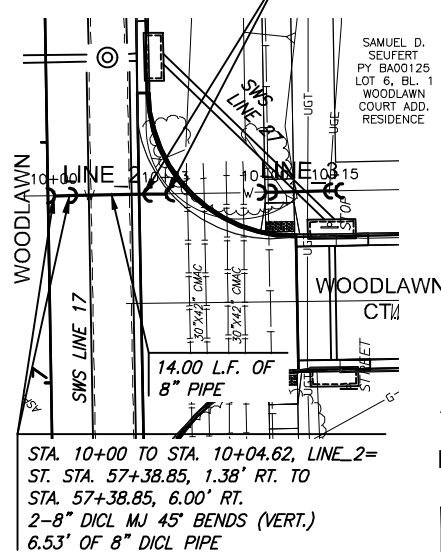
UNION PACIFIC RAILROAD=  
WATER LINE STA. 15+27.72, LINE 1



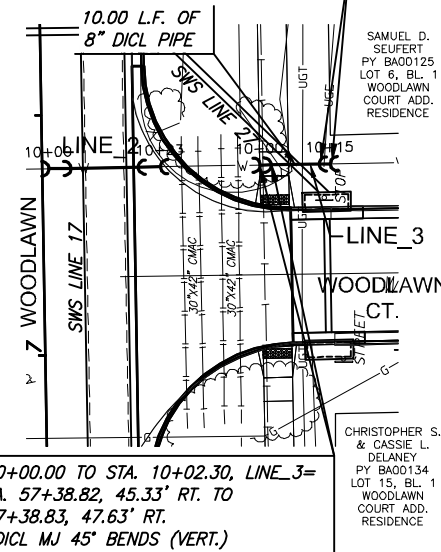
#### UP RAILROAD UTILITY CROSSING-REQUIRED INFORMATION

| PIPE DATA                                    | CARRIER   | CASING            |
|--|---|-------------------|
| CONTENTS CARRIED                             | MUNICIPAL WATER   | N/A               |
| INSIDE DIAMETER                              | 8"  | 20"               |
| PIPE MATERIAL                                | PVC/DUCTILE IRON  | STEEL             |
| SPECIFICATIONS & GRADE OF MATERIAL           | AWWA C905   | ASTM A139 GRADE B |
| WALL THICKNESS                               | 0.967"/0.30   | 0.344"            |
| ACTUAL WORKING PRESSURE                      | 97 PSI  | N/A               |
| TYPES OF JOINTS                              | GASKETED  | WELDED            |
| LONGITUDINAL JOINT FACTOR                    | N/A   | N/A               |
| COATING                                      | NONE/ASPH ALTIC   | NONE              |
| METHOD OF INSTALLATION                       | ---   | BORE AND JACK     |
| VENTS-NO., SIZE, HEIGHT ABOVE GROUND         | ---   | NONE              |
| SEALS-BOTH END, ONE END                      | ---   | BOTH              |
| COVER-BOTTOM OF RAIL TO TOP OF PIPE          | ---   | 7.63' MIN.        |
| COVER-OTHER THAN UNDER TRACKS                | ---   | 6.7' MIN.         |
| COVER-AT DITCHES                             | ---   | N/A               |
| CATHODIC PROTECTION                          | ---   | NONE              |
| TYPE, SIZE AND SPACING OF INSULATOR SUPPORTS | RACI NORTH AMERICA SPACERS-SPACING, SIZE AND INSTALLATION PER MFG. SPECS. |                   |

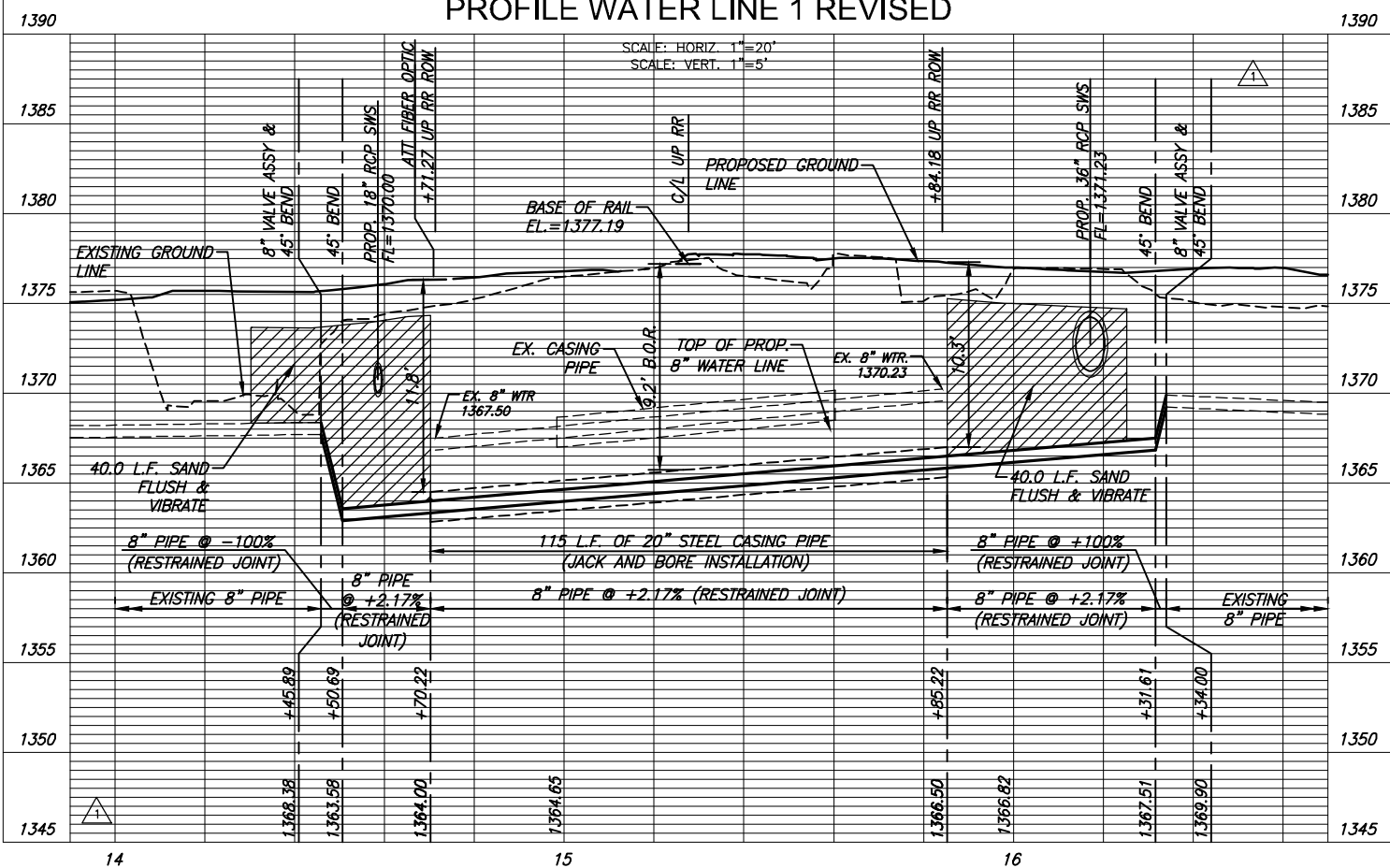
STA. 10+18.62 TO STA. 10+23.24, LINE 2=  
ST. STA. 57+38.85, 20.00' RT. TO  
STA. 57+38.84, 24.62' RT.  
2-8" DICL MJ 45° BENDS (VERT.)  
6.53' OF 8" DICL PIPE



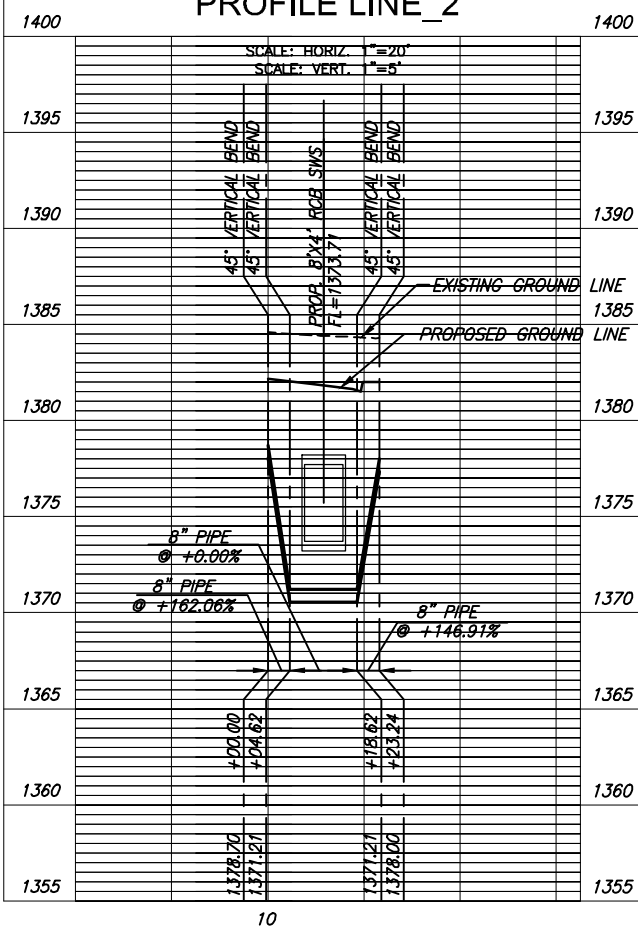
STA. 10+12.30 TO STA. 10+14.60, LINE 3=  
ST. STA. 57+38.84, 57.63' RT. TO  
STA. 57+38.84, 59.93' RT.  
2-8" DICL MJ 45° BENDS (VERT.)  
3.25' OF 8" DICL PIPE



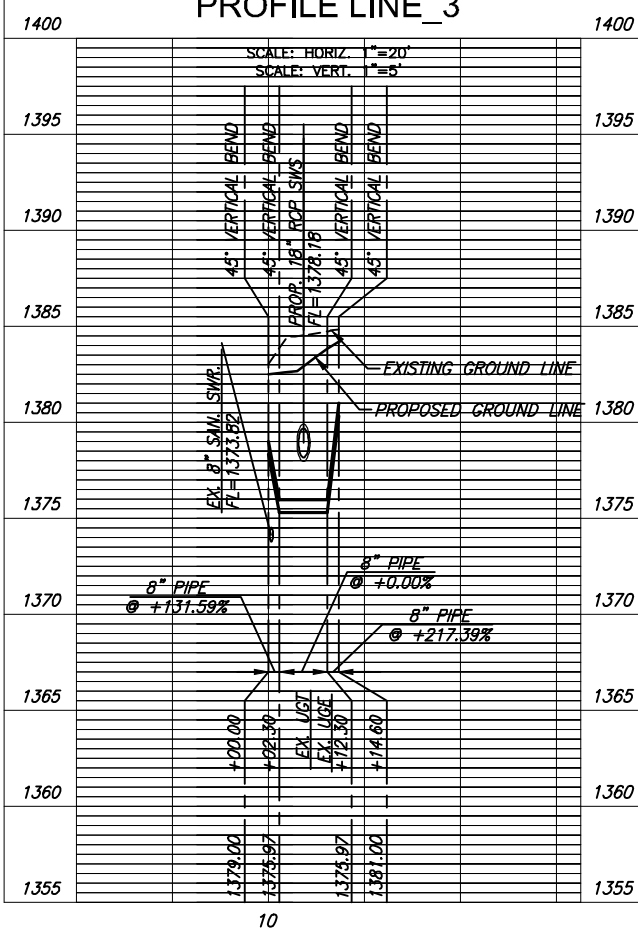
#### PLAN WATER LINE 1 REVISED PROFILE WATER LINE 1 REVISED



#### PLAN LINE 2 PROFILE LINE 2



#### PLAN LINE 3 PROFILE LINE 3



STREET IMPROVEMENTS FOR

WOODLAWN - 37TH ST. N. TO 45TH ST. N.

BEL AIRE, KS

STATE PROJECT NO. YEAR SHEET NO. TO SHEET

KANSAS 87 N-0678-01 2021 95 230

Section XII, Item E.

**MKEC**

Wichita, KS • 316-684-0000

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#### WATER LINE 1 PLAN & PROFILE

|             |              |         |
|-------------|--------------|---------|
| PROJECT NO. | 87 N-0678-01 |         |
| DATE        | 8/11/20      |         |
| SCALE       | 1"=20'       |         |
| DESIGNED    | DRAWN        | CHECKED |
| JTC         | DM           | JRA     |

|     |                      |         |
|-----|----------------------|---------|
| 1   | REVISED WATER LINE 1 | 1/25/22 |
| NO. | REVISION             | DATE    |

SHEET NO. 95 OF 33

#20-21-000286

**INTERGOVERNMENTAL AGREEMENT FOR A GOVERNMENTAL SERVICE,  
ACTIVITY OR UNDERTAKING REGARDING  
WOODLAWN BOULEVARD RECONSTRUCTION COST**

**THIS AGREEMENT** is entered into this 12<sup>th</sup> day of January, 2023, by and between the City of Bel Aire, Kansas ("City") and Sedgwick County, Kansas ("County").

**WHEREAS**, pursuant to K.S.A. 12-2908, the City and the County are authorized to contract with one another to perform any governmental service, activity or undertaking;

**WHEREAS**, this Agreement is not an interlocal agreement pursuant to K.S.A. 12-2901, *et seq*; and

**WHEREAS**, pursuant to K.S.A. 68-572, the City and the County are authorized to enter into this Agreement for the construction, reconstruction or maintenance of any roads or streets; and

**WHEREAS**, the County is responsible for the right-of-way (ROW) of Woodlawn Boulevard from the approximate center street line east to the edge of the ROW from 37<sup>th</sup> Street North to the Union Pacific Railroad tracks, all located within the unincorporated area of Sedgwick County; and

**WHEREAS**, the City is responsible for the remaining right-of-way for Woodlawn Boulevard from 37<sup>th</sup> Street North to the Union Pacific Railroad tracks; and

**WHEREAS**, the City has received funding from WAMPO to reconstruct Woodlawn Boulevard from 37<sup>th</sup> Street North to 45<sup>th</sup> Street North in the amount of \$5,579,150. Bids were accepted and the Bel Aire City Council approved the low bid for \$8,571,662 to move the project forward; and

**WHEREAS**, MKEC, design engineers for the project, has determined based on bid numbers, engineering, inspections and project scope totaling \$10,428,524, Sedgwick County's portion to be 12% of the applicable shared project cost or \$1,218,423. With WAMPO covering 53% of the total cost, Sedgwick County's reimbursement portion to the City of Bel Aire shall be \$572,659; and

**WHEREAS**, the City is willing to annex the County's portion of public right-of-way, upon payment of the County's share of improvements; and

**WHEREAS**, the parties agree that a single municipality being responsible for the aforementioned portion of Woodlawn Boulevard would provide for enhanced efficiency and simplicity with regard to road maintenance matters and traffic violation enforcement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants recited

herein, the parties do agree as follows:

1. Sedgwick County shall pay to the City an amount not to exceed \$572,659 on or before January 31, 2022, to cover their share of the Woodlawn Reconstruction project. In the event that the actual costs City pays to the contractor to complete the Woodlawn Reconstruction project is less than \$10,428,524, City agrees to reimburse County for forty-seven percent (47%) of such difference between \$10,428,524 and the actual costs City pays to the contractor within sixty (60) days of City's final payment to the contractor.
2. The City will complete the annexation process of the portion of Woodlawn Boulevard between 37<sup>th</sup> Street North and the Union Pacific Railroad tracks not currently located within the city limits of City upon receipt of the County's share of the Woodlawn Reconstruction costs identified in Section 1 of this Agreement. This annexation area is depicted within Exhibit A, which is attached and incorporated into this Agreement. This annexation shall become effective not less than ninety (90) days after County's payment to City. After the City's annexation of the road right-of-way identified within Exhibit A, City shall perpetually be responsible for all maintenance, snow and ice removal, construction, reconstruction, signage, traffic enforcement, and other street and road responsibilities established under Kansas law for such road right-of-way. The City's responsibilities and duties described within this section shall survive the termination and/or conclusion of this Agreement.
3. The County shall not object or oppose the annexation as described in Section 2 of this Agreement.
4. The City will not substantially amend the scope of the Woodlawn Reconstruction project without approval of the Sedgwick County Engineer.
5. The duration of this Agreement is based upon the Woodlawn Reconstruction project. Once the City has completed the Woodlawn Reconstruction project and any actions required pursuant to this Agreement, the term of this Agreement shall be complete.
6. The City shall be responsible for all aspects of the Woodlawn Reconstruction project, including but not limited to project management, engineering and design, legal proceedings (including but not limited to eminent domain), and right-of-way responsibilities.
7. To the extent permitted by law, both parties hereby release, discharge, indemnify and hold harmless the other party, its agents, servants and employees from any and all liability and damages of whatsoever nature and arising from whatsoever cause, relating to and arising from errors and omissions from the design of the

project or from errors and omissions resulting from construction means and methods used in the construction of the Improvements. This release and indemnity shall survive termination of this Agreement.

8. The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
9. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Purchasing Office  
Attn: Contract Notification  
Sedgwick County Courthouse  
525 N. Main, Suite 823  
Wichita, Kansas 67203

*and*

Sedgwick County Counselor's Office  
Attn: Contract Notification  
Sedgwick County Courthouse  
525 N. Main, Suite 359  
Wichita, Kansas 67203-3790

City: City Administrator  
Attn: Contract Notification  
7651E. Central Park Ave.  
Bel Aire, KS 67226

10. Termination.
- A. Termination for Cause. In the event of any breach of the terms or conditions of this Agreement by City, or in the event of any proceedings by or against City in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without

any liability to City on account thereof, by written notice, terminate immediately all or any part of this Agreement.

B. Any notice of termination issued pursuant to this section of the Agreement shall be sent to the other party at the address indicated within Section 9 of this Agreement.

11. Any amendment to this Agreement must be placed in writing and approved by both parties in order to become effective.

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures on the date herein written.

**CITY OF BEL AIRE, KANSAS**

\_\_\_\_\_  
Jim Benage, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Krehbiel, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jacqueline Kelly,  
City Attorney

**SEDGWICK COUNTY, KANSAS**

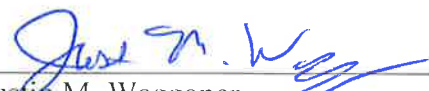
  
\_\_\_\_\_  
Peter F. Meitzner, Chairman

ATTEST:

  
\_\_\_\_\_  
Kelly B. Arnold, County Clerk



APPROVED AS TO FORM:

  
\_\_\_\_\_  
Justin M. Waggoner,  
Assistant County Counselor





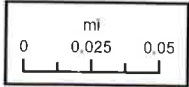
Unshaded area to be annexed

EXHIBIT A

Sedgwick County, Kansas



1:4,514



## AGREEMENT FOR SENIOR CENTERS LEVEL I

by and between:

**SEDGWICK COUNTY, KANSAS**  
and  
**CITY OF BEL AIRE**  
**Bel Aire Senior Center**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between Sedgwick County, Kansas (“County”) and City of Bel Aire (“Contractor”).

WITNESSETH:

**WHEREAS**, County wishes to make available certain senior centers to older adult residents of Sedgwick County; and

**WHEREAS**, County desires to engage Contractor to provide said services; and

**WHEREAS**, County and Contractor desire to state the terms and conditions under which Contractor will provide said services.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

### SECTION 1: SCOPE OF SERVICES

**1.1 Purpose and Scope of Work.** Contractor shall provide senior centers to eligible Sedgwick County participants, as those participants are defined herein. The parties agree that time is of the essence in Contractor’s performance of this Agreement.

**1.2 Term.** This Agreement shall be for one (1) year, commencing January 2022 and ending December 31, 2022. Notwithstanding the foregoing, this Agreement may continue on a month-to-month basis for a reasonable time after December 31, 2022, if: (a) both parties agree to continue operating under the terms and provisions of this Agreement while actively negotiating an agreement for FY 2023 and (b) funds are available for the 2023 program year.

### SECTION 2: CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants the following:

- a. Any funds provided for services under this Agreement which are unexpended upon termination of this Agreement will be returned to County.
- b. Its records used in the preparation of all reports are subject to review by County to insure the accuracy and validity of the information reported.
- c. This Agreement will be evaluated by County in terms of obtaining goals and objectives.

- d. It shall provide written notice to the Director of the Sedgwick County Department on Aging if it is unable to provide the required quantity or quality of services.
- e. It shall submit required eligible participant data reports and demographics reports by the 10th day of the month following each calendar quarter. These quarterly reports will include the following:
  - i. Total **unduplicated membership count** (participant must physically come in to the Center to be counted).
  - ii. Total **duplicated participant count** for each *Baseline, Special Event* and *Educational* activity.
- f. All applicable records will be maintained by Contractor on such forms, as the Director of the Sedgwick County Department on Aging shall designate. Contractors who do not submit required reports in accordance with this paragraph will not be sent payments by the County until they are deemed in compliance with the requirements of this Agreement.
- g. To provide the Sedgwick County Department on Aging a copy of its Organizational Chart. This will be submitted at the beginning of the Contract year. Updated copies will submitted promptly if changes occur during the duration of this Agreement.
- h. To provide the Sedgwick County Department on Aging a list of its Board of Directors, which is to include each member's name, address and phone number. This should be submitted at the beginning of the contract year. Updated copies will submitted promptly if changes occur during the duration of this Agreement.
- i. To provide a smoke free building. In the event that Contractor does not provide a building, which is smoke free in accordance with this paragraph, no payment will be sent by County until Contractor is deemed compliant with the requirements of this paragraph.
- j. Attendance is required at the quarterly Senior Center Summit meetings. Notice of the meeting times and places will be provided by the Sedgwick County Department on Aging.
- k. An eligible participant in this program is:
  - i. a resident of Sedgwick County, Kansas; and
  - ii. fifty-five (55) years of age or older.

SECTION 3: COMPENSATION AND BILLING

3.1 **Compensation.** Payments made to Contractor pursuant to the terms of this Agreement shall be on a reimbursement basis of:

|                   |                    |
|-------------------|--------------------|
| Salaries/Benefits | \$18,000.00        |
| <b>TOTAL</b>      | <b>\$18,000.00</b> |



County and Contractor agree that under no circumstances shall the total compensation paid to Contractor under this Agreement exceed EIGHTEEN THOUSAND DOLLARS (\$18,000.00). This reimbursement shall be the sole compensation rendered to Contractor hereunder.

**3.2 Invoicing and Billing.** Contractor agrees that billings and payments under this Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed in Paragraph 3.1, Contractor shall submit billing for services provided to the County by the 10<sup>th</sup> day of each month or on a quarterly basis. Payment to Contractor shall be made within 30 days following receipt of Contractor’s billing. Billings submitted after the 10<sup>th</sup> of the month may be rolled over to the next billing cycle. Line item billings must include documentation to be support the invoice request. Payments shall be made to Contractor only for items and services provided to support the contract purpose and if such items are those that are authorized by Paragraph 3.1. The County reserves the right to disallow reimbursement for any item or service billed by Contractor if the County believes that any item or service was not provided to support the contract purpose.

Properly submitted invoices and/or billing statements will be paid within thirty (30) calendar days of receipt by County. All invoices must be submitted on or before December 20, 2022. County will not honor any requests for reimbursement compensation received after this date.

**3.3 Certificate of Tax Clearance.** Annually, Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than thirty (30) days prior to beginning date of the contract term.

**3.5 Non-Supplanting Existing Funds.** Grant funds made available under County mill levy grants and administered under this Agreement will not be used to supplant existing funds and/or funding sources, but will rather be used to increase the amounts of those other funding sources.

**3.6 Reprogramming of Funds.** In the event the amount of funds County actually receives from the mill levy is less than anticipated, or in the event that no funds are available to County for funding this Agreement, Contractor understands and agrees that County may decrease the total compensation and reimbursement to be paid hereunder, or may suspend or terminate this Agreement without penalty.

**SECTION 4: CONTRACTOR’S PERSONNEL**

**4.1 Qualified Personnel.** Contractor has, or shall secure at its own expense, personnel who are fully qualified in accordance with all applicable state and federal laws to provide the services as described herein. Such personnel shall not be Sedgwick County Department on Aging employees or have any other contractual relationship with the Sedgwick County Department on Aging. All of Contractor's personnel engaged, directly or indirectly, in the provision of services shall meet the requirements of this Agreement, all applicable federal laws, and all applicable laws of the State of Kansas.

**4.2 Minimum Wage.** Contractor shall comply with the minimum wage and maximum hour provisions of the Fair Labor Standards Act (29 U.S.C. § 201 *et seq.*).

**4.3 Employee Conflict of Interest.** Contractor shall establish written safeguards to prevent its employees from using their position with Contractor for a purpose that is, or gives rise to the perception

that it is, motivated by a desire for private gain for themselves or others (particularly those with whom they have family, business, or other ties).

Contractor shall submit written notice to County in the event Contractor becomes aware that:

- a. an employee of the Department on Aging is also be an employee of Contractor at time this Agreement is executed;
- b. an employee of Contractor seeks additional/alternate employment with Department on Aging during the term of this Agreement;
- c. an employee of the Department on Aging seeks additional/alternate employment with Contractor during the term of this Agreement.

The Department on Aging shall have the sole discretion to determine what actions need to be taken to resolve the conflict. The Department on Aging may immediately terminate this Agreement without any further liability to Contractor if Contractor fails to adhere to the Department on Aging's decision.

**4.4 Interest of Contractor.** Contractor covenants and warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of program services pursuant to this Agreement.

**4.5 Interest of Public Officials and Others.** No County officer or employee, or any member of its governing body or other public official, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**4.6 Advisory Council Members.** *[reserved]*

**4.7 Gratuities and Favors.** Contractor shall not directly or indirectly offer to any of County's officers, employees, or agents anything having monetary value including, without limitation, gratuities and favors.

**4.8 Participant Safeguards.** Persons convicted of the following types of crimes during the consecutive ten (10) year period immediately preceding execution of this Agreement or, at any time during the pendency of this Agreement, are restricted as follows:

- a. persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, or crime against another person are prohibited from performing services, administering this Agreement, or handling any funds conveyed hereunder;
- b. persons convicted of any crimes of moral turpitude, including without limitation, sex offenses and crimes against children are prohibited from performing services or otherwise interacting in any way with persons served pursuant to this Agreement; and
- c. persons convicted of a serious driving offense, including without limitation, driving under the influence of alcohol or a controlled substance, are prohibited from operating a vehicle in which a person served pursuant to this Agreement is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. §§ 8- 2116 and 8-2118.

- d. The terms "convicted" and "conviction" shall include: (i) convictions from any federal, state, local, military or other court of competent jurisdiction; (ii) nolo contendere ("no contest") pleas; and (iii) being placed into a diversion or deferred judgment program in lieu of prosecution.
- e. Any issues concerning the interpretation of this Section 4.8 or its application to an individual shall be referred to the Director of the Sedgwick County Department on Aging. The Director's decision shall be final for purposes of compliance with this Agreement.

## **SECTION 5: RECORDS, REPORTS, INSPECTIONS AND AUDITS**

**5.1 Internal Review and Corrective Action.** Internal review and corrective action shall be carried out pursuant to the Department on Aging's Policies and Procedures Manual. An individual who feels that she or he has been treated in an unfair or discriminatory manner by employees, contractors or providers should contact County within sixty (60) days of the occurrence. An incident report will be completed and forwarded to the Director of the Sedgwick County Department on Aging for review. The Director will issue a timely written response to the individual, addressing his or her concern and detailing any actions taken to correct the inappropriate treatment. The decision by the Director is considered to be the final action on the issue. Identities of individuals filing a grievance shall be kept confidential to the extent possible.

**5.2 Notice of Action-Including Notice of Appeal Rights.** To the extent permitted by law, Contractor shall retain the right to appeal any final order or decision rendered at the administrative agency level which adversely affects the Contractor's interests, pursuant to the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions (K.S.A. 77-601 *et seq.*).

**5.3 County Audit.** County may request an audit for all funds received by Contractor from County as part of this Agreement. Any such audit shall be performed in accordance with the provisions of this Agreement. The audit shall cover Contractor's Accounting Information and other financial records which apply to this Agreement only. A copy of the audit requested by County shall be provided to Department on Aging within twenty (20) days after receipt thereof. The audit may be requested by County at any time throughout the duration of this Agreement.

**5.4 Audits by State or Federal Agencies.** Contractor shall assist County in any audit or review of the program which might be performed by the Kansas Division of Legislative Post Audit or by any other local, state or federal agency by making persons or entities, documents, and copies of documents subject to Contractor's control available for the auditors or their representatives.

**5.5 Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation (hereinafter collectively referred to as "Expense Information") evidencing in proper detail the nature and propriety of the costs charged to the County.

**5.6 Reports.** During the term of this Agreement, Contractor shall furnish to County, in such form as County may require and upon County's request, such statements, records, reports, data and information pertaining to matters covered by this Agreement.

In addition, Contractor shall use the MySeniorCenter database platform to track membership, attendance, activities, reports, and any other information related to the program requirements of Sedgwick County

Department on Aging as outlined in this Agreement. County shall pay the cost of Contractor's MySeniorCenter database. At County's request, Contractor shall provide County with "administrator" access to Contractor's MySeniorCenter database, and such access shall include membership, attendance, activities, reports, and any other information related to the program requirements of Sedgwick County Department on Aging as outlined in this Agreement.

Payments to Contractor may be withheld by County if Contractor fails to provide all required reports in a timely, complete and accurate manner. Any payments withheld pursuant to this Section 5.6 shall be submitted to Contractor when all requested reports are furnished to County in an acceptable form. All records and information used in preparation of reports are subject to review by County to ensure the accuracy and validity of the information reported.

Without limiting the foregoing, Contractor shall report the following information to Department on Aging on a semi-annual basis no later than the tenth (10<sup>th</sup>) day of July 2022 and January 2023:

- a. an unduplicated count of program customers served; and
- b. such other data necessary to evaluate the program's effectiveness and efficiency.

**5.7 Retention of Records.** Unless otherwise specified in this Agreement, Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

**5.8 Access to Records.** At any time during which records are retained by Contractor pursuant to Section 5.7 herein, Contractor shall make any and all of its records, books, papers, documents and data available to County (or an authorized representative of a State agency with statutory oversight authority) for the purposes of:

- a. assisting in litigation or pending litigation; or
- b. any audits or examinations reasonably deemed necessary by the Department on Aging.

## SECTION 6 :SUSPENSION & TERMINATION

**6.1 Suspension of Services.** County may, in its sole discretion, indefinitely suspend Contractor's performance of services pursuant to this Agreement by providing a two (2) day notice to Contractor. Contractor shall resume performance of services within three (3) days after receipt of notice from County.

### 6.2 Termination.

A. Termination for Cause. In the event of any breach of the terms or conditions of this Agreement by Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Contractor on account thereof, by written notice,

terminate immediately all or any part of this Agreement, procure the goods, equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of County, and Contractor shall be liable to pay to County any excess cost or other damages caused by Contractor as a result thereof.

B. Termination for Convenience. County shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of such termination notice, Contractor shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, County's maximum liability shall be limited to payment for goods or equipment delivered and accepted and/or services rendered.

C. Reduction in Funds. It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days' written notice.

SECTION 7:MISCELLANEOUS

7.1 Contractual Relationship. It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the goods and services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, or employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, or employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

7.2 Authority to Contract. Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

7.3 Notification. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County:

Sedgwick County Department on Aging  
Attn: Contract Notification  
271 West 3<sup>rd</sup> St. North, Suite 500  
Wichita, Kansas 67202

and

Sedgwick County Counselor's Office  
Attn: Contract Notification  
Sedgwick County Courthouse  
525 N. Main, Suite 359

Wichita, Kansas 67203 3790

**Contractor:** City of Bel Aire  
Attn: Contract Notification  
7651 E. Central Park Ave.  
Bel Aire, KS 67226

**7.4 Hold Harmless.** Contractor shall indemnify County, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of Contractor’s negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements.

**7.5 Liability Insurance.** Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this Agreement:

|  |                                  |
|--|----------------------------------|
| <b>Worker’s Compensation</b><br>Applicable State Statutory Employer’s Liability  |                                  |
| <b>Employer’s Liability Insurance:</b>   | \$100,000.00                     |
| <b>Contractor’s Liability Insurance:</b><br>Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability |                                  |
| <b>Bodily Injury:</b><br>Each occurrence<br>Aggregate  | <br>\$500,000.00<br>\$500,000.00 |
| <b>Property Damage:</b><br>Each occurrence<br>Aggregate  | <br>\$500,000.00<br>\$500,000.00 |
| <b>Personal Injury:</b><br>Each person aggregate<br>General aggregate  | <br>\$500,000.00<br>\$500,000.00 |
| <b>Automobile Liability – Owned, Non-Owned, and Hired:</b><br>Bodily injury each person<br>Bodily injury each occurrence                           | <br>\$500,000.00<br>\$500,000.00 |

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers’ compensation and employer’s liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A- and licensed to do business in the State of Kansas. It is the responsibility of Contractor to

require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

**7.6 Entire Agreement.** This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

**7.7 Assignment.** Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

**7.8 Amendments.** Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

**7.9 Subcontracting.** None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of County. In the event subcontracting is approved by County, Contractor shall remain totally responsible for all actions and work performed by its subcontractors. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

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

**7.11 Waiver.** Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

**7.12 Force Majeure.** Contractor shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

**7.13 Order of Preference.** Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

- a. Sedgwick County Mandatory Contractual Provisions Attachment
- b. Written modifications and addenda to the executed Agreement
- c. This Agreement document

**7.14 Environmental Protection.** Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

**7.15 Nondiscrimination and Workplace Safety.** Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

**7.16 Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

**7.17 Required Certifications.** If Contractor is organized as a business entity of any sort, it shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. If Contractor is not officially organized in Kansas, it shall furnish evidence of authority to transact business in Kansas in the form of a certificate signed by the Kansas Secretary of State. The applicable certificate shall be provided to County on or before execution of this Agreement.

**7.18 Certificate of Tax Clearance.** Annually, Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than thirty (30) days prior to beginning date of the contract term.

**7.19 Open Meetings.** By accepting funding from County, Contractor agrees that all administrative meetings at which the management or distribution of such funding is a topic will be open to County officials and/or employees.

**7.20 Publicity.** Contractor shall not publicize in any manner whatsoever the its participation in this Agreement, or the program services provided hereunder, without prior written consent of the County. County's support of program services shall be conspicuously acknowledged in all publicity releases.

**7.21 Signs/Decals.** Contractor agrees to allow County, upon County's request, to place signs and/or decals on Contractor's premises, the precise location of which shall be agreed upon by both parties. Such signs and/or decals shall state "A portion of the funding for this program is provided by the Board of Sedgwick County Commissioners."

**7.22 Publication of Contract Results.** If this Agreement results in a book or other material that may be copyrighted, the author is free to copyright the work. However, County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all such copyrighted material and all material which can be copyrighted.

**7.23 Documentation of originality or source.** All published and/or written reports submitted under this Agreement, or in conjunction with any thirty-party agreements hereunder, will be originally developed material unless specifically provided for otherwise. Material not originally developed that is included in published material and/or written reports shall identify the source in either the body of the publication and/or written report or in a footnote, regardless of whether the material is use verbatim or in an extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grants from Sedgwick County.

**7.24 Drug Free Work Place Act of 1988 (49 CFR Part 32).** Contractor is required to provide a drug-free workplace and comply with the Drug Free Work Place Act of 1988 as prescribed in 49 CFR Part 32.



**7.25 Incorporation of Documents.** Exhibit A (Sedgwick County Mandatory Contractual Provisions Attachment) and Exhibit B (Program Goals and Objectives) are attached hereto and are made a part hereof as if fully set forth herein.

**Remainder of this page intentionally left blank**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

CITY OF BEL AIRE

\_\_\_\_\_  
Peter F. Meitzner, Chair  
Commissioner, First District

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Michael L. Fessinger  
Assistant County Counselor

ATTESTED TO:

\_\_\_\_\_  
Kelly B. Arnold  
County Clerk

**EXHIBIT A**  
**SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT**

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in the Sedgwick County Mandatory Contractual Provisions Attachment, which is attached hereto, are hereby incorporated in this Agreement and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the Agreement to which it is attached and made a part thereof, said contract being the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
4. **Disclaimer of Liability:** County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.

County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the

Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
  11. **Confidentiality.** Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.
  12. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
  13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase “equal opportunity employer;” (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.
- Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County’s fiscal year.
14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.
  15. **HIPAA Compliance.** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended (“HIPAA”); privacy and security regulations promulgated by the United States Department of Health and Human Services (“DHHS”); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended (“HITECH Act”); the Genetic Information Nondiscrimination Act of 2008 (“GINA”); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as “HIPAA”), to the extent that the Contractor uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
  16. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
  17. **Tax Set-Off.** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the agreement, County will offset said delinquent taxes by the amount of the payment due under the agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.

## EXHIBIT B PROGRAM GOALS AND OBJECTIVES

### Senior Center Goals and Objectives.

A Senior Center is a community focal point where eligible participants come together for services and activities, which enhance the dignity, support the independence, and encourage the involvement of eligible participants in and with the community. As part of a comprehensive community strategy to meet the needs of eligible participants, Senior Center programs take place within and emanate from a facility. A Senior Center Level 1 will be open four (4) to six (6) hours per day, five (5) days per week.

#### A. GOALS.

1. Each Center will be required to provide assistance in fulfilling the social, educational, recreational, physical and emotional needs of eligible participants through the development, planning, and coordination of activities.
2. Each Center will be required to provide information and assistance to eligible participants regarding services including, but not limited to:
  - a. Adult Day Services
  - b. Case Management
  - c. Chore/Minor Home Repair
  - d. Commodities
  - e. Employment
  - f. Forms Assistance - Entitlement/Social Security/Medicaid
  - g. Housing Assistance/Referrals/Matches
  - h. In-home Services – Respite/Homemaker/Attendance Care  
including: program literature, resources from the director
  - i. Legal Assistance
  - j. Nutrition - Congregate/Homebound
  - k. Shopping and Errand Assistance

- l. Support Groups
  - m. Translation/Interpretation
  - n. Transportation
  - o. Wellness Screenings
3. Each Center will be required to provide coordinated comprehensive and appealing programs in the area of social participation and education as outlined in the *Baseline*, *Special Events/Projects* and *Education* sections.
- a. Each Center shall work to mobilize interest, skills and abilities of Center participants in order for them to assist other elders within the community.
  - b. Each Center shall serve as a catalyst in bringing Center participants together with services that will meet their various needs.

#### B. OBJECTIVES.

Each Senior Center is a meeting and gathering point designed to give eligible participants a place for fellowship, a place to experience a sense of belonging, and a place to obtain information to enrich their lives. Eligible participants should be given the opportunity to plan, or assist in the planning, of Center activities. They should also be encouraged by the Center to become involved in community activities.

Each Senior Center Level 1 will be required to provide the following:

- 1) *BASELINE ACTIVITIES*, which shall be selected from a list, which is standard for all Centers. Baseline activities are Center activities that occur on a regular basis (daily, weekly, monthly, and/or quarterly). Baseline activities are to be specified through a description with projected outcomes (i.e. average number of participants). A Center will be required to provide a minimum of seven (7) Baseline activities from the following:
  - a) Crafts
  - b) Exercise
  - c) Games
  - d) Potluck/Meals (not including congregate meals)
  - e) Social/Support Groups
- 2) *SPECIAL EVENTS/PROJECTS* are activities, which require the planning, and/or coordination of the Center director. These activities are to be specified through a description with projected outcomes. A Center will be required to provide a minimum of ten (10) Special Events/Projects per year. Examples include:
  - a) Community Charities
  - b) Fundraising
  - c) Intergenerational Programs
  - d) Dinner Events with Programs

- e) Musical Events
- 3) *EDUCATIONAL* activities are those, which require the planning and/or coordination of the Center director. These activities are to be specified through a description with projected outcomes. A Center will be required to provide a minimum of thirty-five (35) Educational activities per year. At least eight of the 35 activities must include a program on each of the following programs: an evidence-based program (programs rated on Administration for Community Living Administration on Aging's Older American's Act Title IIID highest level evidence-based health promotion\ disease prevention programs), caregiver, mental health, health promotion\ disease prevention, fall prevention, medication management, elder abuse and a program on public benefits. Examples of other activities include:
- a) Community Education
  - b) Education Services
  - c) Health Presentations/Workshops
  - d) Advocacy Opportunities
  - e) Retirement Planning
  - f) Volunteer Services and Opportunities
  - g) Educational Tours and Cultural Enrichment
- 4) The Center will employ at least a half time director to plan, coordinate, and schedule activities. As part of the Director's regular job duties the Center director is expected to:
- a) Create/Provide an entry point for aging services.
  - b) Be informed on aging services available within the community.
  - c) Schedule activities, presentations, and events; Develop and set-up programs; link with the community, other Centers, and participants to create opportunities for the Center, including:
    - \* Advocacy
    - \* Counseling
    - \* Information and Assistance on services, which includes those, listed in section 2.A.2) (also includes program literature and resources).
    - \* Outreach, which must include contact with someone to assist in service connection (home visits, telephone, etc.).
  - d) Provide the specified number of activities for each category.
  - e) Work to increase Center membership, and membership participation in activities, and submit an annual measurement of Center membership growth.
  - f) In an effort to expand services and activities and be a focal point in your community; work to strengthen your volunteer base by recruiting at least two percent (2%) of your membership to serve as volunteers to serve other members in need including temporary assistance in home, yard work, carpooling, bookkeeping, a calling

tree, Medicare counseling, etc. By doing this volunteers could sign up with the Sedgwick County Department on Aging Volunteer Program to receive the benefits through this program. Benefits include: accidental medical, volunteer liability and auto liability insurance; background checks; support; recognition events; and monthly newsletter.

- g) Require participation by a Center representative in the four (4) Senior Summit meetings which will be held to focus on objectives, review program updates and changes in aging services, share working models and strategically plan a common vision for Sedgwick County's Senior Center network. Arrangements need to be coordinated with the Program Manager to excuse absences, which may be made up by attending a monthly Aging Network meeting.
  - h) Maintain daily activity sign in sheets and compile data into a spreadsheet
  - i) Require senior center staff or a volunteer to be SHICK trained and provide SHICK counseling to senior center participants as needed
- 5) The Center will have adequate space for the following:
- a) Social and companionship activities; and
  - b) Separate privacy area for the purpose of counseling or meetings.
- 6) A Center should work to recruit volunteers to expand the services and activities with an emphasis on additional Center "Goals and Objectives" which expand Center programs and roles in the community.
- 7) A Center should expend the funds as outlined in the budget to accomplish the goals of the program.

**NOTE:** ANY ACTIVITY THAT IS INTRODUCED AS A NEW ACTIVITY WILL BE COUNTED AS A NEW ACTIVITY. WHEN THAT ACTIVITY BECOMES A REGULAR ACTIVITY, IT THEN WILL BECOME A PART OF THE BASELINE CATEGORY.

SEDGWICK COUNTY DEPARTMENT ON AGING WILL OFFER TECHNICAL ASSISTANCE TO SENIOR CENTERS UPON REQUEST IN AN EFFORT TO MAXIMIZE EACH CENTER'S POTENTIAL FOR IMPLEMENTING SUCCESSFUL NEW PROGRAMS.

#### C. OUTCOMES:

1. Seventy-five percent (75%) of participants will express that through their involvement with the senior center they have increased their level of activity and increased or changed their knowledge, skills or behavior.

## SPECIFIC SENIOR CENTER GOALS, OBJECTIVES & OUTCOMES

### Goal:

Increase participation in programs that promote an active and independent lifestyle.

Improve participation in activities that promote socialization (ex. crafts, holiday events, BINGO).

### Objective:

Increase program information advertising by providing at least one new contact method.

Encourage current participants to bring at least one friend to classes. Add fun changes to current class dynamics to promote increased participation. (ex. For line dance add new songs and dances to the current routine.)

### Outcome:

Attendance at these programs will increase by fifteen percent (15%) in 2022.

Attendance at these events will increase by fifteen percent (15%) in 2022.



# MANAGERS REPORT



**DATE:** January 27, 2022  
**TO:** Mayor Benage and City Council  
**FROM:** Ty Lasher, City Manager  
**RE:** February 1, 2022 City Council meeting

## **Presentation of Colors and Pledge of Allegiance (Items IV And V)**

Boy Scout Pack #585 will do a presentation of colors and lead the pledge of allegiance.

## **Consent Agenda (Item VII)**

Contains only the minutes of the January 18, 2022 City Council meeting.

## **Appropriations Ordinance (Item VIII)**

This reporting period includes a few final 2021 expenses as well as first-of-year fees. AP ORD 22-02 breaks down the total payment of \$43,489 to KMIT for 2022 Work Comp Insurance. Premiums decreased 20% from the previous year due the combination of a favorable experience rating, and the awarding of Gold Star Status which earns a 10% discount. Page 4 reports the bonded capital projects amounting to \$331,300.39.

## **City Requested Appearances (Item IX)**

Shelley Rich from the Medical Society of Sedgwick County will be at the meeting to discuss tobacco free parks. In recent years, Tabaco Free Wichita (TFW) has accomplished the adoption of smoke-free athletic fields, parks and other outside venues throughout the metro. TFW and residents also advocated for smoke-free Kids' Zone and food court policies at the annual Wichita Riverfest.

### **Why Tobacco Free Parks & Trails?**

- 1) Tobacco free parks and trails ordinances protect children and families from secondhand smoke.
- 2) Tobacco free parks and trails ordinances protect small children and pets from harm.
  - a) If ingested, tobacco litter can cause choking, nicotine poisoning, & burns
- 3) Prohibiting tobacco use in public change social norms and model healthy behaviors for youth.
  - a) Teens hang out in parks to use tobacco; the most popular products among youth are e-cigarettes, cigars, and smokeless tobacco

- 4) Tobacco litter adds to the overall cost of cleaning up our parks.
  - a) Cigarette litter takes 10-15 years to break down
- 5) The community supports tobacco free parks and trails.
  - a) TFW has spent the past two years talking to the community about tobacco free parks & trails with overwhelming support
  - b) Only 20% of Wichita residents use tobacco

#### **Temporary Appointment of Paul Matzek to Planning Commission (Item A)**

The Bel Aire Planning Commission consists of seven members, two of whom are to reside outside the city limits, not in another city and within four miles of the city limits. Currently, Dee Roths is our only county resident. In 2018, Clara Zielke was our second county resident who resigned leaving that seat vacant. Paul Matzek meets the requirements and is interested in serving on the Planning Commission.

Staff is recommending a temporary appointment of Paul through the June Planning Commission meeting. In July, you can consider making a regular appointment. The code does not address temporary appointments, though not something we use often, it can be helpful here. In this case, it is hard for Planning Commission to reach quorum with COVID as well as other absences and Planning Commission is very active currently due to city growth. A temporary appointment will alleviate this issue and allow us to get all Planning Commission members on the renewal cycle in June. As an aside, having Planning Commission appointment renewals in June would be helpful for staff in training (every June) and keeping appointment cycles straight.

#### **Change Order for the Villas at Prestwick, Phase 2 (Item B)**

Earthwork for Phase 2 of the Villas at Prestwick is nearly completed. However, there is a significant amount of soil left over after grading. The Contractor added some of the additional soil to the berm, but there is still a large amount left. After conversations with the design engineer and developer, it was decided that the leftover soil should be hauled off-site by Pearson. Since this work is beyond the original scope of the project, a change order has been submitted. The additional costs associated with this change order will be included in the contract costs for the grading, drainage and pavement improvement project and will be financed through a bond and spread as special assessments against the benefiting lots. Staff recommends that Council accept Change Order No. 1 for \$24,391.00.

#### **Agreement with Baughman Company for Oliver Lift Station (Item C)**

The developers for Homestead and Chapel Landing 3<sup>rd</sup> are ready to move forward with sewer improvements. As Anne explains in her report, a gravity-fed sewer line alone is not going to be sufficient to meet KDHE's standards. A sewer lift station will need to be installed in this area near Oliver. One consideration is how future development may be impacted by the availability of sewer. In

anticipation of future growth in the area, staff requested that Baughman investigate a higher-capacity option that would serve the region, in addition to the localized developments. So for the Oliver Lift Station, Staff is presenting two options from which Council may choose. Staff have worked with Baughman, the engineer for the two developments, to investigate these options.

The first option, a localized lift station, would serve Homestead and Chapel Landing -- approximately 31.5 acres. This lift station would be located in the northeast corner of the Homestead property and a force main would take the sewage from the lift station to the west and empty into a manhole in Chapel Landing 3rd. The localized lift station option is estimated to cost \$890,630.00 and would be financed through a bond and spread as special assessments against the benefitting lots within the Homestead and Chapel Landing developments.

The second option, a regional lift station, would serve approximately 191.5 acres and be located approximately ¼ mile north of 53rd Street on the east side of Oliver. In preliminary discussions with Baughman the landowner indicated they are willing to consider locating the lift station on their land. The regional lift station option is estimated to cost \$1,684,125.00. Baughman proposes that Homestead and Chapel Landing be responsible for approximately \$890,630.00 of the cost for the regional option and the City pick up the rest – which would be assessed as a benefit fee when new subdivisions within the service area wished to connect to the lift station. Assuming a 2% interest rate, the City's portion of the debt service is estimated to be between \$55,000 and \$60,000 a year. The City's sewer fund will pay this annual debt service.

Staff would prefer to take a regional approach considering the anticipated future growth in the area, the on-going maintenance required for each lift station, and the limitations of the City's equipment and staffing. Therefore, staff recommends that Council accept the option for the regional sewer lift station design.

#### **Bid for 47th Street Reconstruction (Item D)**

The 2021 street plan included reconstruction of 47th Street. City staff worked with Garver to develop a reconstruction plan and bid tab. The solicitation requested four different prices based on material (concrete/asphalt) and the total area of paving (street alone vs. street plus additional pavement east of the spillway). Three contractors responded. Most of the bids came in below the initial estimate for this project, which was \$275,000. Kansas Paving was the low bidder on both concrete options and Pearson Construction was the low bidder on both asphalt options. For main access points like this that get a lot of traffic, staff generally prefers concrete paving for its durability and longevity. The cost of these improvements will be

paid for from the CIP Funds from 2021. Staff recommends that Council award the bid to Kansas Paving for Alternate #2 –replacement of 47th Street plus the additional pavement east of the spillway. Funds were encumbered from 2021 to cover this project.

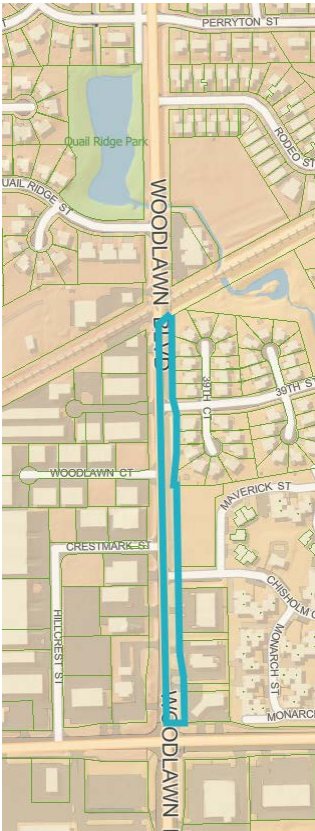
### **Change Order for Woodlawn Water Line Lowering (Item E)**

Staff brought this potential change order to the attention of Council at the January 4<sup>th</sup> meeting. The Contractor had noticed a potential conflict with the installation of the water line casing pipe as shown in the plans. It is the opinion of the foreman that the existing casing and proposed casing are too close together to execute the bore as proposed – there needs to be a certain amount of separation to ensure the safety and integrity of the existing water line as it remains in service. The second concern is the number of houses and businesses that will have their service interrupted due to the work and the proximity of the two lines. Since the January 4<sup>th</sup> meeting, Dondlinger (the subcontractor) has performed some exploratory work and exposed the water line on either side of the railroad tracks. They collected elevations on the water line and noted that the casing pipe did not extend to the edge of the right-of-way as required by current railroad regulations. MKEC has determined that it will be necessary to lower the proposed water main to avoid conflicts with the existing pipe and casing. After further research regarding the valves that were installed during the utility relocation project, MKEC also recommends installing the two valves as initially proposed. With this recommendation, the proposed change orders that were presented to Council in January have been combined into one change order. The additional cost associated with this Change Order will be included as nonparticipating expenses and paid for out of the water fund. Staff recommends Council approve the Change Order Request from Pearson Construction in the amount of \$48,331.50.

### **Woodlawn Interlocal Agreement with Sedgwick County (Item F):**

Currently, the east half of Woodlawn Avenue from 37<sup>th</sup> Street to the Union Pacific rail crossing is owned by Sedgwick County. The west half and remaining portion going north is Bel Aire's. The intersection and going south is the City of Wichita. Sedgwick County requested Bel Aire annex the road in 2017 citing K.S.A. 12-520. Bel Aire suggested if Sedgwick County would cover the five-lane expansion for their part of Woodlawn, Bel Aire would agree to annex the county's portion. Now that construction is underway and Bel Aire has paid the local match, staff started working on an agreement for the annexation to occur as well as determine the amount Sedgwick County should reimburse Bel Aire for their portion of upgrades. That agreement was signed by Sedgwick County and they have agreed to reimburse Bel Aire \$572,659 in exchange for Bel Aire annexing their portion of Woodlawn.

As you can imagine from a management perspective, there are many difficulties in owning half the road. Enforcement of traffic laws and responding to accidents has been a difficult issue. From the maintenance standpoint, Bel Aire has worked with Sedgwick County to treat their portion of Woodlawn and in exchange they treat Greenwich and Webb for us. The goal is to ensure our citizens have a safe driving route rather than wait on Sedgwick County. Potholes become an issue as Public Works receives the complaints. Often, our staff will go repair the potholes as it is quicker and easier than requesting the county and waiting for their response. Nor do we want to tell our citizens to call Sedgwick County. Therefore, staff recommends approving the agreement and annexation.



**Senior Center Agreement with Sedgwick County (Item G)**

The City has been awarded \$18,000.00 from Sedgwick County to fund the Bel Aire Senior Center for 2022. The 2022 Senior Center Budget totals \$39,010 which means Bel Aire contributes \$21,010 to help cover expenses above the county grant. Staff has reviewed the document and recommends approval.

**Executive Session (Item XIII)**

Staff has no need for an executive session.

**Workshop (Item XIV)**

At this point, I have a presentation from Greg Vahrenberg with Raymond James on the CCUA debt, year-end report by Ted Henry identifying capital outlay dollars and staffing update on the agenda.