



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
March 15, 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: John Barkett

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. DETERMINE AGENDA ADDITIONS

VI. CONSENT AGENDA

A. **Minutes of the March 1, 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 _____

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. **Consideration of Appropriations Ordinance 22-05 in the amount of \$593,153.94.**

Action: Motion to (accept / deny / table) Appropriations Ordinance 22-05.

Motion _____ Second _____ Vote _____

VIII. CITY REQUESTED APPEARANCES

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

X. REPORTS

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

XI. SPECIAL PRESENTATION

XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

- A. Consideration of accepting a bid for Rock Spring 4th Paving Improvements. Three bids were received:**

<u>Contractor</u>	<u>Paving</u>
Kansas Paving	\$728,675.80
Pearson	\$711,632.30
Prado	\$776,142.00
<i>Engineer's Estimate</i>	<i>\$741,900.00</i>

Action: Motion to (accept / deny / table) the bid from _____ in the amount of \$_____ for Rock Spring 4th Paving Improvements and authorize the Mayor to sign all related documents.

Motion _____ Second _____ Vote _____

- B. Consideration of purchasing a new pump for the Rock Road Lift Station.**

Action: Motion to (accept / deny / table) the quote from JCI in the amount of \$37,501.00 for a new pump for the Rock Road Lift Station and authorize the Mayor to sign all related documents.

Motion _____ Second _____ Vote _____

- C. Consideration of A Resolution Of Support For A State-Owned Mental Health Hospital In Sedgwick County, Kansas.**

Action: Motion to (accept / deny / table) A Resolution Of Support For A State-Owned Mental Health Hospital In Sedgwick County, Kansas and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

D. Consideration of a Farm Lease with Eldon and Harris Entz for Lots 6 & 7, Block B of the Sunflower Commerce Park.

Action: Motion to (approve / deny / table) the Farm Lease with Eldon and Harris Entz for Lots 6 & 7, Block B of the Sunflower Commerce Park 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.** Recreation Activity Update March 2022
- B.** Planning and Zoning staff report, March 2022
- C.** Manager's Report - March 15, 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. Please make sure all cell phones and other electronics are turned off and put away.



MINUTES
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
March 01, 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, City Engineer Anne Stephens, and City Clerk Melissa Krehbiel.

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

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. PROCLAMATION

A. American Red Cross Month, March 2022

B. Severe Weather Awareness Week, March 7th—11th, 2022

Mayor Benage read and signed the proclamations.

VI. DETERMINE AGENDA ADDITIONS: There were no additions.

VII. CONSENT AGENDA

A. Minutes of the February 15, 2022 City Council meeting.

B. Approve Bellino Fireworks Kansas, Inc to be located at 4552 N Woodlawn Blvd as qualifying for Fireworks Sales Permit pending Sedgwick County Fire Marshall inspection.

C. Approve Shocker Fireworks to be located at 4501 N Oliver as qualifying for Fireworks Sales Permit pending Sedgwick County Fire Marshall inspection.

- D. Approve Waz Up Fireworks, LLC to be located at 9745 E 50th St N (Clinic In A Can) as qualifying for Fireworks Sales Permit pending Sedgwick County Fire Marshall inspection.**
- E. Approve Wholesale Fireworks Enterprises, LLC to be located at 6334 E Crestmark as qualifying for Fireworks Sales Permit pending Sedgwick County Fire Marshall inspection.**

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 22-04 in the amount of \$1,185,517.15.**

MOTION: Councilmember Schroeder moved to approve Appropriations Ordinance 22-04. Councilmember Davied seconded the motion. *Motion carried 4-0.*

IX. CITY REQUESTED APPEARANCES

- A. Slade Engstrom and Brett Letkowski, Transystems - KDOT TEAP Intersection Analysis, 53rd and Woodlawn, 53rd and Rock**
- B. Ken Lee, Garver - Gravel Road Paving Analysis and Potential Petition Amounts**
- C. Dakota Zimmerman and Eric Strecker, Garver - Woodlawn Reconstruction Progress**

Ken Lee presented the paving analysis and potential petition amounts and stood for questions from the Council. Dakota Zimmerman presented an update on Woodlawn construction progress. The TranSystems representatives were unable to attend; their presentation will be rescheduled.

X. CITIZEN CONCERNS:

Bonnie Stinson, 3800 N. Harding, spoke about her concerns regarding the cost of potential specials for road improvements in her neighborhood. Many people in the neighborhood are retired and on fixed incomes.

Carolyn Gunzelman, 5029 E 39th Street North, also spoke about her concerns regarding the cost of the potential road improvements.

XI. REPORTS

- A. Council Member Reports**

Councilmember Welch asked residents to pray for the people of Ukraine.

B. Mayor's Report

Mayor Benage gave a brief report on the most recent meetings of the Chisholm Creek Utility Authority and the K-254 Corridor Development Association.

He also asked that residents pray for peace in Ukraine tomorrow on Ash Wednesday.

C. City Attorney Report – No report was given.**D. City Manager Report**

City Manager Lasher reported that the City has been awarded the Tree City USA Award and thanked the Tree Board.

XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS**A. Consideration of An Ordinance Changing the Zoning Classification from R-1 Estate Residential to R-4 Residential On Certain Property Located Within The Corporate City Limits of the City of Bel Aire, Kansas (Chapel Landing 6th).**

MOTION: Councilmember Schroeder moved to accept An Ordinance Changing the Zoning Classification from R-1 Estate Residential to R-4 Residential On Certain Property Located Within The Corporate City Limits of the City of Bel Aire, Kansas (Chapel Landing 6th) and authorize the Mayor to sign. Councilmember Smith seconded the motion.

Roll Call Vote:

Jim Benage – Aye

Greg Davied – Aye

Dr. Joel Schroeder – Aye

Justin Smith – Aye

Diane Wynn – [Absent]

John Welch – Aye

Motion carried 5-0.

B. Consideration of accepting the recommendation of the Bel Aire Planning Commission and approving An Ordinance approving a conditional use (CON-21-03) on certain property in a C-1 Commercial zoning district. If approved, the applicant will be allowed to add an LED message board to an existing sign pole base located in a utility easement, contingent on a 60-day Planning Commission review. (LED Sign Woodlawn)

MOTION: Councilmember Smith moved to accept An Ordinance Allowing A Conditional Use (CON-21-03) On Certain Property Zoned C-1 Located Within The Corporate City Limits Of The City Of Bel Aire, Kansas. Councilmember Davied seconded the motion.

Roll Call Vote:

Jim Benage – Aye

Greg Davied – Aye

Dr. Joel Schroeder – Aye

Justin Smith – Aye

Diane Wynn – [Absent]

John Welch – Aye

Motion carried 5-0.

C. Consideration of An Ordinance Approving A Conditional Use On Certain Property Zoned R-5 Located Within The Corporate City Limits of the City Of Bel Aire, Kansas (CON-22-01 - Private Pool on Chris St.).

MOTION: Councilmember Welch moved to approve An Ordinance Approving A Conditional Use (CON-22-01) On Certain Property Zoned R-5 Located Within The Corporate City Limits of the City of Bel Aire, Kansas and authorize the Mayor to sign. Councilmember Schroeder seconded the motion.

Roll Call Vote:

Jim Benage – Aye Greg Davied – Aye Dr. Joel Schroeder – Aye
Justin Smith – Aye Diane Wynn – [Absent] John Welch – Aye

Motion carried 5-0.

D. Consideration of accepting the dedication of streets and other public ways, service and utility easements and land dedicated for public use as shown on the Final Plat of Skyview at Block 49 2nd.

MOTION: Councilmember Davied moved to accept the dedications within the Final Plat for Skyview at Block 49 2nd and authorize all required signatures.

Roll Call Vote:

Jim Benage – Aye Greg Davied – Aye Dr. Joel Schroeder – Aye
Justin Smith – Aye Diane Wynn – [Absent] John Welch – Aye

Motion carried 5-0.

E. Consideration of accepting the dedication of streets and other public ways, service and utility easements and land dedicated for public use as shown on the Final Plat of Skyview at Block 49 3rd with PUD overlay.

MOTION: Councilmember Welch moved to accept the dedications within the Final Plat for Skyview at Block 49 3rd with PUD overlay and authorize all required signatures. Councilmember Schroeder seconded the motion.

Roll Call Vote:

Jim Benage – Aye Greg Davied – Aye Dr. Joel Schroeder – Aye
Justin Smith – Aye Diane Wynn – [Absent] John Welch – Aye

Motion carried 5-0.

F. Consideration of accepting the dedication of streets and other public ways, service and utility easements and land dedicated for public use as shown on the Final Plat of Lycee.

MOTION: Councilmember Schroeder moved to accept the dedications within the Final Plat for Lycee and authorize all required signatures. Councilmember Welch seconded the motion.

Roll Call Vote:

Jim Benage – Aye Greg Davied – Aye Dr. Joel Schroeder – Aye
Justin Smith – Aye Diane Wynn – [Absent] John Welch – Aye

Motion carried 5-0.

G. Consideration of an Agreement for Professional Services with Garver for 47th Street Reconstruction in the amount of \$19,537.50.

MOTION: Councilmember Welch moved to approve an Agreement for Professional Services with Garver for the 47th Street Reconstruction in the amount of \$19,537.50 and authorize the Mayor to sign. Councilmember Schroeder seconded the motion.
Motion carried 4-0.

H. Consideration of An Agreement with Skyview at Block 49, LLC Concerning The Development Of Skyview At Block 49 2nd Addition, Bel Aire, Sedgwick County, Kansas.

MOTION: Councilmember Smith moved to table An Agreement Concerning The Development Of Skyview At Block 49 2nd Addition, Bel Aire, Sedgwick County, Kansas, and authorize the Mayor to sign. Councilmember Welch seconded the motion.
Motion carried 4-0.

XIII. EXECUTIVE SESSION: There was no need for an executive session.

XIV. DISCUSSION AND FUTURE ISSUES: The Council briefly discussed the agenda for the March Council workshop, which will be held on Tuesday, March 8th at 6:30 p.m.

XV. ADJOURNMENT

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

The meeting adjourned at 8:28 p.m.

AP ORD 22-05

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
ADOBE SYSTEMS, INC	ADOBE SUBSCRIPTION:PD		16.11	1279894	2/24/22
AFLAC	EMPLOYEE MONTHLY PREMIUM		736.51	1279774	2/24/22
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		18.75	67575	2/24/22
AMAZON CAPITAL SERVICES, INC	LAPEL MIC		361.91	1279900	2/28/22
AT&T	INTERNET BACKUP		105.00	1279901	2/28/22
ATLAS ELECTRIC LLC	CITY HALL GFCI OUTLETS		194.88	67601	3/02/22
BEALL & MITCHELL, LLC	02/22 JUDGE TERRY BEALL		971.29	67576	2/24/22
JAMES BENAGE	02/22 MAYOR SALARY		671.47	67577	2/24/22
BEST BUY 00000513	PW REFRIGERATOR		299.74	1279894	2/24/22
BLUE CROSS & BLUE SHIELD OF KS	03/22 ID:0421210		34,433.04	1279902	2/25/22
BRADY INDUSTRIES OF KS	CH:JANITORIAL SUPPLIES		218.83	67578	2/24/22
NATHAN W BRAINARD	YOUTH SPORTS OFFICIAL		105.00	67602	3/02/22
CHARLIES CAR WASH LLC	CAR WASH-FLEET		81.00	1279894	2/24/22
CHISHOLM TRAIL STATE BANK	CHARGEBACK FEE-REFUNDED		7.50	1279903	2/24/22
CHRISTINE POLING	REFUND:HEIGHTS LEAGUE		120.00	67634	3/07/22
CINTAS CORPORATION	PD MAT RENTALS	98.29		1279917	3/07/22
CINTAS CORPORATION	MAINT SHOP TOWELS	41.93		1279918	3/07/22
CINTAS CORPORATION	PD MAT RENTAL	98.29		1279919	3/07/22
CINTAS CORPORATION	PD MAT RENTAL	98.29		1279920	3/07/22
CINTAS CORPORATION	PD MAT RENTAL	98.29	435.09	1279921	3/07/22
CROSS MIDWEST TIRE	MOWER TRAILER TIRES		511.36	1279894	2/24/22
CRUMBL COOKIE	EMPLOYEE GOAL-REWARD		49.08	1279894	2/24/22
DELTA DENTAL PLAN of KANSAS	02/22 MONTHLY PREMIUM		1,972.03	67581	2/24/22
DIGITAL OFFICE SYSTEMS	KONICA MINOLTA C224:		120.49	67582	2/24/22
DILLONS #0056	FUNERAL FLOWERS		126.90	1279894	2/24/22
ECITY TRANSACTIONS, LLC	02/22 ONLINE PYT SERVICE		270.00	67603	3/02/22
EMPOWER RETIREMENT 457	EMP VLNTRY 457		250.00	1279899	3/02/22
EPIC SPORTS, INC.	BASKETBALL GOAL TARGETS		173.98	1279894	2/24/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:CITY BLDGS		1,170.87	1279928	3/07/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS		564.17	1279929	3/07/22
FBI - LEEDA	2022 DUES:ATTEBERRY		50.00	1279894	2/24/22
FBI - NAA	FBINAA 2022 DUES:ATTEBERRY		145.00	1279894	2/24/22
FEDERAL EXPRESS CORPORATION	PRINTING FOR OFFICE		5.10	1279894	2/24/22
FICA/FEDERAL W/H	FED/FICA TAX		18,444.65	1279895	3/02/22
BRIDGESTONE AMERICAS, INC	OIL CHNG,BRAKES/ROTORS #30 #32		846.44	67604	3/02/22
FLEETPRIDE, INC.	F350 PULLEY/BELTS		490.91	1279932	3/07/22
FREDDYS	CONF MEAL:SHERWOOD, CHRISTENSO		20.08	1279894	2/24/22
GALAXIE BUSINESS EQUIPMENT	MAP ROOM & OFFICE FURNITURE		10,164.26	67605	3/02/22
GALLS, LLC	UNIFORM/ACCESSORIES & SUPPLIES		858.82	67606	3/02/22
GILMORE SOLUTIONS INC	MARCH IT SUPPORT SERVICE		4,750.00	67585	2/24/22
GOV'T FINANCE OFFICERS ASSOC	GFOA BUDGET SUBMISSION 2022		515.00	1279894	2/24/22
NICHALAS HARDWICK	YOUTH SPORTS OFFICIAL		228.00	67607	3/02/22
HASTY AWARDS	REC PROGRAM AWARDS		132.34	67586	2/24/22
HAWKS INTER-STATE PESTMASTERS	02/22:PEST CONTROL:REC		160.52	67608	3/02/22
MARTY A HESS	YOGA INSTRUCTOR		120.00	67609	3/02/22
HOLIDAY INN EXPRESS	KRPA CONF:SHERWOOD		844.27	1279894	2/24/22
INT'L ASSOC CHIEFS OF POLICE	2022 IACP DUES:ATTEBERRY		190.00	1279894	2/24/22
THE IMA FINANCIAL GROUP, INC	HEALTH BENEFITS ADMIN APR #7		833.00	1279934	3/07/22
RICHARD VARGAS	COURT INTERPRETER 12/01/21		40.00	67587	2/24/22
MANDJ, LLC	BATTERIES:PD		54.35	67588	2/24/22
JUSTIN SAATHOFF	RESTITUTION PYS		718.02	67589	2/24/22
KANSAS STATE UNIVERSITY	TCUSA REGISTRATION:ARMSTRONG		30.00	67633	3/03/22

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
KANSAS GOLF & TURF, INC	2017 CUSHMAN ANNUAL MAINT		258.80	67590	2/24/22
KANSAS RECREATION & PARK ASSOC	KRPA CONF:REC EMPL x3		990.00	1279894	2/24/22
KTA - TRANSA TEMP - RET	TOLLS:#33		20.75	1279894	2/24/22
KANZA CO-OPERATIVE ASSOCIATION	BULK FUEL		351.94	67591	2/24/22
KANSAS DEPT OF REVENUE	STATE TAX		3,091.98	1279898	3/02/22
KANSAS GAS SERVICE	GAS SVC:MAINT SHOP		250.77	1279788	2/24/22
KANSAS GAS SERVICE	GAS SVC:REC		918.47	1279791	2/24/22
KANSAS GAS SERVICE	GAS SVC:CH		783.17	1279790	2/24/22
KANSAS GAS SERVICE	GAS SVC:POOL		164.18	1279789	2/24/22
KS PEACE OFFICERS' ASSOC	KPOA DUES:FOXX		25.00	1279894	2/24/22
K P E R S	KPERS 2		11,243.26	1279897	3/02/22
KANSAS STATE TREASURER	01/22:COURT FEES		2,843.25	67592	2/24/22
ELI DANIEL LEFTO	YOUTH SPORTS OFFICIAL		24.00	67612	3/02/22
JAKIN LEFTO	YOUTH SPORTS OFFICIAL		180.00	67613	3/02/22
LEAGUE OF KS MUNICIPALITIES	JOB POSTING:PZ DIRECTOR		250.00	67614	3/02/22
LOGMEIN USA, INC	REMOTE SOFTWARE		93.68	1279894	2/24/22
INDUSTRIAL UNIFORM COMPANY LLC	EMPLOYEE UNIFORMS		129.37	67615	3/02/22
LOWES	CH:DOLLIE		204.23	1279894	2/24/22
MATTHEW MYERS	REFUND:OVERPYT ON CASE		6.00	67616	3/02/22
MELCHER, ISSAC	OFFICATE YOUTH SPORTS		216.00	67618	3/02/22
MENARDS WICHITA EAST	LUMBER:TRAILER		1,182.59	1279894	2/24/22
SPORTS ENGINE	BACKGROUND CHECKS		297.50	67620	3/02/22
O'REILLY AUTOMOTIVE, INC	AUTO REPAIRS/SUPPLIES	37.72		1279941	3/07/22
O'REILLY AUTOMOTIVE, INC	AUTO REPAIRS/SUPPLIES	2.93	40.65	1279945	3/07/22
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	143.26		1279905	2/25/22
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	300.50		1279911	2/25/22
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	1,338.96	1,782.72	1279946	3/04/22
PITNEY BOWES GLOBAL FINANCIAL	MONTHLY POSTAGE		500.00	1279906	2/25/22
PB PARENT HOLDCO, LP	PD:FIRE EXT INSP/CERT ANNUAL		141.25	1279907	2/24/22
QUILL	OFFICE SUPPLIES	37.69		1279908	2/28/22
QUILL	OFFICE SUPPLIES	56.43		1279909	2/28/22
QUILL	OFFICE SUPPLIES	132.69	226.81	1279910	2/28/22
RANDELL HARMS	REFUND:COMM ROMM DEPOSIT		150.00	67621	3/02/22
RESTREAM, INC.	LIVE STREAM SERVICE		15.20	1279894	2/24/22
SAMSLUB #6418	SCAC MTG,TRASH CAN,COUNC WATER		701.38	1279894	2/24/22
SARA WHITFIELD	REFUND:SOCCER		38.00	67623	3/02/22
SPECTRUM PROMOTIONAL PRODUCTS	REC STAFF SHIRTS/JACKET		81.40	67624	3/02/22
SPROUT SOCIAL	SOCIAL MEDIA TOOL		50.15	1279894	2/24/22
SQUARESPACE INC.	SCP WEBSITE RENEWAL		96.00	1279894	2/24/22
SUN LIFE & HEALTH INS CO	02/22 VOLUNTARY LIFE PYMNT		1,132.58	67625	3/02/22
SURENCY LIFE & HEALTH INS CO	VISION INSURANCE		338.42	1279948	3/07/22
LEATHAM FAMILY, LLC	PD BADGES:LOPEZ/LANGFORD		300.00	67626	3/02/22
THE HOME DEPOT 2204	PD SHOWER ACCESSORIES		113.34	1279894	2/24/22
THE WEBSTaurant STORE	DISPOSABLE TABLE CLOTHS		82.40	1279894	2/24/22
TRUE BLUE CREW LLC	CH:WINDOW CLEANING		1,150.00	67595	2/24/22
TSYS MERCHANT SOLUTIONS	CREDIT CARD PROCESSING FEES		6,124.83	1279947	3/08/22
TYLER WILSON	REFUND:SOCCER		58.00	67628	3/02/22
ICMA RETIREMENT 304804	CITY MGR 457		986.53	1279896	3/02/22
VERIZON	CELL PHONE SVC		710.83	1279949	3/05/22
VERIZON	TABLET/S:SVC		215.99	1279950	3/05/22
VERIZON	TABLET/S:SVC		71.02	1279951	3/05/22
VISION ALLIANCE MARKETING,LLC	02/22 COURT SERVICES OFFICER		550.00	67598	2/24/22
TERESA WADE	TAEKWONDO INSTRUCTOR		160.00	67629	3/02/22

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
WAL-MART #1507	COUNCIL SNACKS/DRINKS		184.56	1279894	2/24/22
WICHITA EAGLE	SUBSCRIPTION 2022		159.99	1279894	2/24/22
LAFE T WILLIAMS & ASSOCIATES,	FLOOR SCRUBBER REPAIR		358.02	67599	2/24/22
JOY K WILLIAMS, ATTY AT LAW	PROSECUTOR SVC		437.50	67631	3/02/22
CEDBR	HOMESTEAD IMPACT STUDY		890.00	67600	2/24/22
WICHITA STATE UNIVERSITY	WOMEN IN PUBLIC SERVICE:KELLY	100.00		67632	3/02/22
WICHITA STATE UNIVERSITY	WOMEN IN PS:TERHUN GFOA:FINANC	250.00	350.00	1279894	2/24/22
ZIPS #4	PZ TRUCK CAR WASH		16.15	1279894	2/24/22
01 GENERAL TOTAL			125,364.42		
WATER UTILITY					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		18.75	67575	2/24/22
ASCE WICHITA	ASCE LUNCH MTG:STEPHENS		11.00	1279894	2/24/22
BEST BUY 00000513	PW REFRIGERATOR		299.75	1279894	2/24/22
BLUE CROSS & BLUE SHIELD OF KS	03/22 ID:0421210		4,545.75	1279902	2/25/22
CINTAS CORPORATION	MAINT SHOP TOWELS		41.92	1279918	3/07/22
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	3,420.00		1279922	3/07/22
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	172.80	3,592.80	1279923	3/07/22
DELTA DENTAL PLAN of KANSAS	02/22 MONTHLY PREMIUM		279.54	67581	2/24/22
ECITY TRANSACTIONS, LLC	02/22 ONLINE PYT SERVICE		90.00	67603	3/02/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:CITY BLDGS		234.34	1279928	3/07/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS		576.78	1279929	3/07/22
FICA/FEDERAL W/H	FED/FICA TAX		2,768.07	1279895	3/02/22
WW GRAINGER, INC	PAPER TOWELS/DISPENSER		100.28	1279933	3/07/22
KANZA CO-OPERATIVE ASSOCIATION	BULK FUEL		261.91	67591	2/24/22
KANSAS DEPT OF REVENUE	STATE TAX		490.58	1279898	3/02/22
KANSAS GAS SERVICE	GAS SVC:MAINT SHOP		300.92	1279788	2/24/22
KANSAS GAS SERVICE	GAS SVC:PUMPHOUSE		213.45	1279792	2/24/22
KANSAS GAS SERVICE	GAS SVC:CH		53.40	1279790	2/24/22
K P E R S	KPERS TIER 3		1,595.78	1279897	3/02/22
KS SOCIETY PROFESSIONAL ENGINE	PROF ENGINEER IN GOVT SEMINAR:		120.00	1279894	2/24/22
INDUSTRIAL UNIFORM COMPANY LLC	EMPLOYEE UNIFORMS		129.38	67615	3/02/22
O'REILLY AUTOMOTIVE, INC	AUTO REPAIRS/SUPPLIES	63.25		1279939	3/07/22
O'REILLY AUTOMOTIVE, INC	AUTO REPAIRS/SUPPLIES	37.73		1279941	3/07/22
O'REILLY AUTOMOTIVE, INC	AUTO REPAIRS/SUPPLIES	38.16		1279942	3/07/22
O'REILLY AUTOMOTIVE, INC	AUTO REPAIRS/SUPPLIES	398.45		1279943	3/07/22
O'REILLY AUTOMOTIVE, INC	AUTO REPAIRS/SUPPLIES	26.88	564.47	1279944	3/07/22
RURAL WATER DISTRICT NO 1	02/22 WATER:WELL #66 & #67		24.00	67622	3/02/22
SUN LIFE & HEALTH INS CO	03/22 VOLUNTARY LIFE PYMNT		31.90	67625	3/02/22
SURENCY LIFE & HEALTH INS CO	VISION INSURANCE		62.08	1279948	3/07/22
THE HOME DEPOT 2204	LUMBER:SHOP STAIRS		468.60	1279894	2/24/22
BAUCHUS & SONS, INC	STEEL TUBING		476.80	67627	3/02/22
USPS PO 1946750085	MAIL WATER SAMPLES		28.80	1279894	2/24/22
VERIZON	CELL PHONE SVC		88.35	1279949	3/05/22
VERIZON	TABLET/S:SVC		10.15	1279951	3/05/22
WICHITA STATE UNIVERSITY	WOMEN IN PW DUES:STEPHENS		100.00	1279894	2/24/22
02 WATER UTILITY TOTAL			17,579.55		
SEWER UTILITY					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		18.75	67575	2/24/22
BEST BUY 00000513	PW REFRIGERATOR		299.75	1279894	2/24/22

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
BLUE CROSS & BLUE SHIELD OF KS	03/22 ID:0421210		4,636.89	1279902	2/25/22
CINTAS CORPORATION	MAINT SHOP TOWELS		41.92	1279918	3/07/22
DELTA DENTAL PLAN of KANSAS	02/22 MONTHLY PREMIUM		280.20	67581	2/24/22
ECITY TRANSACTIONS, LLC	02/22 ONLINE PYT SERVICE		90.00	67603	3/02/22
EMPOWER RETIREMENT 457	EMP VLNTRY 457		200.00	1279899	3/02/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:CITY BLDGS		234.34	1279928	3/07/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS		1,143.03	1279929	3/07/22
FICA/FEDERAL W/H	FED/FICA TAX		2,582.64	1279895	3/02/22
KANZA CO-OPERATIVE ASSOCIATION	BULK FUEL		176.42	67591	2/24/22
KANSAS DEPT OF REVENUE	STATE TAX		421.77	1279898	3/02/22
KANSAS GAS SERVICE	GAS SVC:MAINT SHOP		300.92	1279788	2/24/22
KANSAS GAS SERVICE	GAS SVC:CH		53.38	1279790	2/24/22
K P E R S	KPERS TIER 3		1,452.88	1279897	3/02/22
INDUSTRIAL UNIFORM COMPANY LLC	EMPLOYEE UNIFORMS		129.38	67615	3/02/22
MAYER EQUIPMENT AND SUPPLY LLC	SEWER CLEANING NOZZLE/HOSE		1,589.50	67617	3/02/22
NATIONAL SCREENING BUREAU	NEW HIRE BACKGROUND CHECK		45.00	67619	3/02/22
O'REILLY AUTOMOTIVE, INC	AUTO REPAIRS/SUPPLIES	21.55		1279940	3/07/22
O'REILLY AUTOMOTIVE, INC	AUTO REPAIRS/SUPPLIES	37.73	59.28	1279941	3/07/22
SUN LIFE & HEALTH INS CO	02/22 VOLUNTARY LIFE PYMNT		36.01	67625	3/02/22
SURENCY LIFE & HEALTH INS CO	VISION INSURANCE		44.00	1279948	3/07/22
THE HOME DEPOT 2204	LUMBER:SHOP STAIRS		872.08	1279894	2/24/22
VERIZON	CELL PHONE SVC		88.35	1279949	3/05/22
VERIZON	TABLET/S:SVC		10.15	1279951	3/05/22
03 SEWER UTILITY TOTAL			14,806.64		
SPECIAL STREET & HIWAY					
AFLAC	EMPLOYEE MONTHLY PREMIUM		138.08	1279774	2/24/22
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		18.75	67575	2/24/22
BEST BUY 00000513	PW REFRIGERATOR		299.75	1279894	2/24/22
BLUE CROSS & BLUE SHIELD OF KS	03/22 ID:0421210		2,083.06	1279902	2/25/22
CINTAS CORPORATION	MAINT SHOP TOWELS		41.92	1279918	3/07/22
CORNEJO & SONS, LLC	109.4TN SALT/SAND		8,830.00	67579	2/24/22
CRAFCO, INC	SANDBAGS X50		87.50	67580	2/24/22
DELTA DENTAL PLAN of KANSAS	02/22 MONTHLY PREMIUM		63.54	67581	2/24/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:CITY BLDGS		81.90	1279928	3/07/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:PUBIC AREAS		107.33	1279929	3/07/22
EVERGY KANSAS CENTRAL INC	ELEC SVC:STREET LIGHTING		221.12	1279930	3/07/22
FICA/FEDERAL W/H	FED/FICA TAX		392.01	1279895	3/02/22
FREMAR CORPORATION	ROCK/SALT/SAND/SOIL MATERIALS		487.45	67583	2/24/22
HARBOR FREIGHT TOOLS 882	TRAILER WIRING-SUPPLIES		110.94	1279894	2/24/22
KANZA CO-OPERATIVE ASSOCIATION	BULK FUEL		514.78	67591	2/24/22
KANSAS DEPT OF REVENUE	STATE TAX		51.01	1279898	3/02/22
KANSAS GAS SERVICE	GAS SVC:MAINT SHOP		150.46	1279788	2/24/22
K P E R S	KPERS		294.23	1279897	3/02/22
INDUSTRIAL UNIFORM COMPANY LLC	EMPLOYEE UNIFORMS		129.37	67615	3/02/22
MIDWEST TRUCK EQUIPMENT INC	DUMP TRUCK PARTS		769.72	67593	2/24/22
O'REILLY AUTOMOTIVE, INC	AUTO REPAIRS/SUPPLIES	39.14		1279936	3/07/22
O'REILLY AUTOMOTIVE, INC	AUTO REPAIRS/SUPPLIES	39.94-		1279937	3/07/22
O'REILLY AUTOMOTIVE, INC	AUTO REPAIRS/SUPPLIES	121.40		1279938	3/07/22
O'REILLY AUTOMOTIVE, INC	AUTO REPAIRS/SUPPLIES	37.73	158.33	1279941	3/07/22
SUN LIFE & HEALTH INS CO	02/22 VOLUNTARY LIFE PYMNT		162.84	67625	3/02/22
SURENCY LIFE & HEALTH INS CO	VISION INSURANCE		17.23	1279948	3/07/22

CLAIMS REPORT

Vendor Checks: 2/22/2022- 3/08/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
THE HOME DEPOT 2204	TRAILER SUPPLIES		72.91	1279894	2/24/22
BAUCHUS & SONS, INC	HINGES-SHEET METAL		262.34	1279894	2/24/22
VERIZON	CELL PHONE SVC		88.34	1279949	3/05/22
MCCULLOUGH ENTERPRISES, INC	TL100 TRACTOR AC REP		2,375.18	67630	3/02/22
	04 SPECIAL STREET & HIWAY TOTAL		18,010.09		
CAPITAL IMPRV RESERVE					
GARVER	53RD OLIVER/WOODLAWN DESIGN		14,647.50	67584	2/24/22
	05 CAPITAL IMPRV RESERVE TOTAL		14,647.50		
CAPITAL PROJECTS					
KANSAS DEPT OF TRANSPORTATION	RAIL SPUR LOAN PYMNT #77		3,877.06	67611	3/02/22
	09 CAPITAL PROJECTS TOTAL		3,877.06		
SOLID WASTE UTILITY					
WASTE CONNECTIONS OF KANSAS	02/22 RECYCLE OR TRASH SVC		36,708.72	1279952	3/08/22
	12 SOLID WASTE UTILITY TOTAL		36,708.72		
CAPITAL PROJECTS #2 FUND					
ATLAS ELECTRIC LLC	CROSSWALK SIGN/LIGHTS RELOCATE		2,500.00	67601	3/02/22
DUTTON CONSTRUCTION/PLUMBING	VILLAS PRESTWICK SS WDS FINAL		24,548.50	67574	2/22/22
GARVER	SKYVIEW BLOCK 49 IMPROVEMENTS		23,767.19	67584	2/24/22
CONSPEC INC	SKY VIEW PAVING		210,326.17	67610	3/02/22
MKEC ENGINEERING, INC	VILLAS PRESTWICK ADD:PH2		17,853.30	67594	2/24/22
UNION PACIFIC RAILROAD COMPANY	PRELIM ENG:WOODLAWN XING		3,641.50	67596	2/24/22
UTILITY MAINTENANCE CONTRACTOR	WATER METER INSTALL x8		9,880.00	67597	2/24/22
	33 CAPITAL PROJECTS #2 FUND TOTAL		292,516.66		
	Accounts Payable Total		523,510.64		
Payroll Checks					
	01 GENERAL		53,504.03		
	02 WATER UTILITY		7,266.83		
	03 SEWER UTILITY		7,532.43		
	04 SPECIAL STREET & HIWAY		1,340.01		
	Total Paid On: 3/02/22		69,643.30		
	Total Payroll Paid		69,643.30		
	Report Total		593,153.94		

City of Bel Aire, Kansas



STAFF REPORT

DATE: March 8, 2022
 TO: Ty Lasher, City Manager
 FROM: Anne Stephens, Public Works Director and City Engineer
 RE: Paving Improvmenets to serve Rock Spring 4th

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 eachother.

Current Situation:

The Developer is ready to begin the paving construction for Rock Spring 4th.

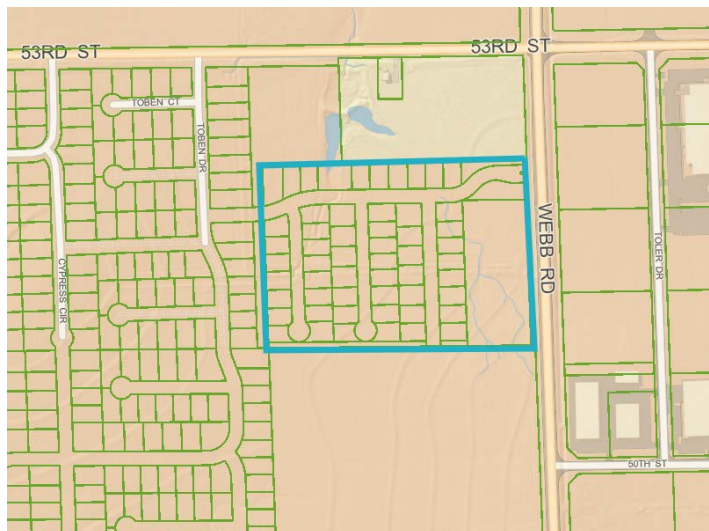
Goals:

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

Discussion:

Garver designed the street improvements for Rock Spring 4th. Bids were accepted on March 8th. Three contractors responded to the solicitation.

Contractor	Paving
Kansas Paving	\$728,675.80
Pearson	\$711,632.30
Prado	\$776,142.00
Engineer’s Estimate	\$741,900.00



Financials:

The cost of the improvements for Rock Spring 4th will be financed through a bond and spread as special assessments against the benefiting lots.

Recommendation:

Staff recommends that the City Council accept the bid from Pearson Construction for \$711,632.30.

Paving Improvements to Serve
Rock Spring 4th Addition
Bel Aire, Kansas - Bid Tabulations
3/8/2022

	Sheet			Engineer's Estimate		Pearson		Conspec		Prado	
Item	BASE	Quantity	Unit	Price	Extension	Price	Extension	Price	Extension	Price	Extension
Concrete Pavement, 6"	9167	9167	SY	\$48.00	\$440,016.00	\$42.00	\$385,014.00	\$43.00	\$394,181.00	\$44.25	\$405,639.75
Conc. Valley Gutter Pavement, 7"	1239	1239	SY	\$48.00	\$59,472.00	\$52.00	\$64,428.00	\$46.00	\$56,994.00	\$52.00	\$64,428.00
Crushed Rock Base 5", Reinforced	12734	12734	SY	\$8.00	\$101,872.00	\$7.00	\$89,138.00	\$9.00	\$114,606.00	\$10.00	\$127,340.00
Concrete Sidewalk 4" (AE)	6093	6093	SF	\$3.00	\$18,279.00	\$3.00	\$18,279.00	\$3.00	\$18,279.00	\$3.50	\$21,325.50
Conc. C & G, Combined (3-5/8")	5905	5905	LF	\$10.00	\$59,050.00	\$11.00	\$64,955.00	\$9.50	\$56,097.50	\$10.00	\$59,050.00
Conc. Curb, Monolithic (6-5/8")	197	197	LF	\$3.00	\$591.00	\$4.00	\$788.00	\$3.00	\$591.00	\$3.00	\$591.00
Conc. Curb, Median (8")-Low Edge	64	64	LF	\$3.00	\$192.00	\$24.00	\$1,536.00	\$10.00	\$640.00	\$14.00	\$896.00
Excavation	1765	1765	CY	\$7.00	\$12,355.00	\$6.00	\$10,590.00	\$5.00	\$8,825.00	\$7.00	\$12,355.00
Webb Road Asphalt Patch	67	67	SY	\$100.00	\$6,700.00	\$60.00	\$4,020.00	\$50.00	\$3,350.00	\$50.00	\$3,350.00
Remove existing Asphalt	10	10	SY	\$50.00	\$500.00	\$65.00	\$650.00	\$5.00	\$50.00	\$10.00	\$100.00
Sawcut (Existing Edge)	126	126	LF	\$5.00	\$630.00	\$5.00	\$630.00	\$1.00	\$126.00	\$3.00	\$378.00
Electrical Conduit 4"	130	130	LF	\$1.00	\$130.00	\$28.00	\$3,640.00	\$15.00	\$1,950.00	\$6.00	\$780.00
Inlet Hookup, Driveway	1	1	EA	\$250.00	\$250.00	\$850.00	\$850.00	\$500.00	\$500.00	\$400.00	\$400.00
Inlet Hookup, Type 1A	11	11	EA	\$250.00	\$2,750.00	\$750.00	\$8,250.00	\$500.00	\$5,500.00	\$300.00	\$3,300.00
Inlet Underdrain	240	240	LF	\$10.00	\$2,400.00	\$18.00	\$4,320.00	\$1.00	\$240.00	\$12.00	\$2,880.00
Project Signage	1	1	LS	\$2,000.00	\$2,000.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$1,000.00	\$1,000.00
Project Seeding	1	1	LS	\$1,000.00	\$1,000.00	\$4,175.00	\$4,175.00	\$250.00	\$250.00	\$3,000.00	\$3,000.00
BMP, Inlet Protection	12	12	EA	\$100.00	\$1,200.00	\$70.00	\$840.00	\$1.00	\$12.00	\$50.00	\$600.00
BMP, Erosion Control Blanket	5343	5343	SY	\$2.00	\$10,686.00	\$1.10	\$5,877.30	\$0.10	\$534.30	\$1.25	\$6,678.75
Maintain Existing BMP's	1	1	LS	\$500.00	\$500.00	\$2.00	\$2.00	\$50.00	\$50.00	\$50.00	\$50.00
Site Clearing	1	1	LS	\$17,327.00	\$17,327.00	\$20,000.00	\$20,000.00	\$57,750.00	\$57,750.00	\$55,000.00	\$55,000.00
Site Restoration	1	1	LS	\$2,000.00	\$2,000.00	\$15,000.00	\$15,000.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00
Contractor Provided Testing	1	1	LS	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00	\$4,500.00	\$4,500.00	\$4,000.00	\$4,000.00
				Project Total	\$741,900.00	Total	\$711,632.30	Total	\$728,675.80	Total	\$776,142.00
							Low Bid				

City of Bel Aire, Kansas



STAFF REPORT

DATE: March 9, 2022
TO: Ty Lasher, City Manager
FROM: Anne Stephens, Public Works Director and City Engineer
RE: Rock Road Lift Station Pump with Chopper Ring

Proposal Focus:

To replace one of the existing “non-clog” pumps with a new pump unit with chopper ring.

Our Mission

- **Cultivate attractive growth and safe living** – We have a clean city, people are proud of our community.

Our Values

- **Small Town Pride, regardless of size** – Regardless of how big we get, keep that hometown feeling and attitude.

Current Situation:

The City has begun converting at least one pump in each lift station to a new Flygt pump with chopper ring. Thus far, we have installed a Flygt pump with chopper ring in the 53rd Street lift station, and it has drastically decreased the number of clogs and outages that we were experiencing at the start of the pandemic.

Staff would now like to replace one of the existing “non-clog” pumps at the Rock Road lift station with a new Flygt pump with chopper ring as the Rock Road lift station is right behind the 53rd Street lift station with blockages generally associated with non-flushable wipes. The current pump will be removed, refurbished as needed and kept as a spare.

Goals:

- To operate the public works department in a manner in which we utilize our resources to the best of our ability to maximize useful life and cost effectiveness of resources.

Discussion:

Staff reached out to JCI who supplied us with the pump currently in use on 53rd Street for a quote on a new pump for Rock Road. Their price is \$37,501.00, including freight and has an approximate 16 week lead time.

Financials:

The funding for the new pump will come out of the sanitary sewer CIP.

Recommendation:

Staff recommend the purchase of the Flygt NP3171-433 – 34 hp pump from JCI for \$37,501.00.



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

www.jciind.com

Wednesday, March 9, 2022

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

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

Attention: Tim Aelmore

Subject: Flygt N3171 Non-Clog Chopper Pump

Quotation #: 0794770005DDW
Please refer to this number when ordering

Tim Aelmore:

It is my pleasure to submit this Price Quote to you. Please do not hesitate to call me at 316-942-6200 if you have any questions about any of the items on this quote.

Best regards,

Derek Boyer

Derek Boyer
Operations Manager
JCI Industries, Inc.
620+408-9500

Doug Allen

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



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

Wednesday, March 9, 2022

Quote #: 0794770005DDW

Item	Description	Qty	Unit Price	Subtotal
1.00	Flygt NP3171-433 Non-clog Chopper Pump Includes: Qty. 1- Flygt NP3171-433, 34hp submersible pump with hard iron impeller with flange drilled to accept Flowserve rail adapter which will be removed from your existing pump Qty. 1- minicas and socket for over temp and seal failure protection All labor and materials needed to remove existing pump, remove rail adapter and install on Flygt pump, install minicas and socket in control panel, install Flygt pump in wet well, wire to control panel and start up.	1	\$37,501.00	\$37,501.00

Subtotal	\$37,501.00
Total	\$37,501.00

Terms & Conditions	
Lead Time 16 Weeks After Receiving Order	Payment Terms Net 30
Shipping Method Best Way	Shipping Terms Prepaid and Added to Invoice
F.O.B. Warehouse	Due to current market conditions, please confirm pricing at point of order.



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

www.jciind.com

STANDARD TERMS OF SALE

1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal, or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. Pricing will be reviewed upon the announcement of any tariffs pertaining to the importation or exportation of key components, or products in their entirety. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.
3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation.
4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule, or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. Warranty. Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse, or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
7. Indemnity. Seller shall indemnify, defend, and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third-party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control. Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.
9. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.
12. Credit Approval. If at any time information available on Purchaser's financial condition or credit history, in JCI's judgment, does not justify the terms of payment specified herein, JCI may require full or partial payment in advance, or an acceptable form of payment guarantee such as a bank letter of credit, or other modifications to terms of payment.
13. Back Charges. JCI shall not be liable for any charges incurred by Purchaser for work, repairs, replacements, or alterations to the Products, without JCI's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.

RESOLUTION NO R-22-__**A RESOLUTION TO SUPPORT A STATE-OWNED AND OPERATED
MENTAL HEALTH HOSPITAL IN THE SEDGWICK COUNTY, KANSAS,
REGION**

WHEREAS, the Sedgwick County region is experiencing a mental health, substance abuse and homelessness crisis; and

WHEREAS, mental illness and substance-use disorders are treatable health conditions; but too often people in crisis end up at an emergency room or in the criminal justice system; and

WHEREAS, Osawatomie State Hospital and Larned State Hospital are at capacity, with a long waiting list for access to care; and

WHEREAS, the transient population has behavioral issues associated with nuisance behaviors, violence, and predatory activities that lead to crime; and

WHEREAS, the Sedgwick County Jail is over capacity and approximately 75% of the inmates are experiencing a mental health and/or a substance abuse crises; and

WHEREAS, the number of inmates on psychological medications increased by over 35% between 2019 and 2021; and

WHEREAS organizations that deal with this issue strongly recommend that the State of Kansas provide funding for 200 additional in-patient hospital beds state-wide, including at least 50 in-patient hospital beds in the Sedgwick County region; and

WHEREAS, the Sedgwick County region would benefit from additional services that could provide a continuum of care for people in need of mental health and substance abuse services that would be less costly than jails, emergency rooms, or traveling outside of the county for services; and

WHEREAS, a state mental health hospital located in the Sedgwick County region would fill significant gaps in care, location, resources, and services available for the safety and appropriate treatment for persons suffering from mental health and/or substance abuse issues.

WHEREAS, a state mental health hospital located in the Sedgwick County region will accomplish the goal of developing a sustainable, accessible and integrated system of care that serves people with mental health and substance abuse disorders who are in crisis, in order to efficiently and effectively deliver services that create positive outcomes.

NOW, THEREFORE, BE IT RESOLVED, that the City of Bel Aire supports the efforts to establish and operate a state mental health hospital in the Sedgwick County region.

Dated this 15th day of March, 2022.

Jim Benage, Mayor
City of Bel Aire

ATTEST:

Melissa Krehbiel, City Clerk

(seal)

FARM LEASE

THIS LEASE is made this 15 day of March, 2022, between the City of Bel Aire, hereinafter referred to as the Landlord, and Eldon and Harris Entz, 14727 NW 60th, Whitewater, Kansas, 67154, hereinafter referred to as the Tenant.

The Landlord, for and in consideration of the Tenant's agreements and covenants hereinafter contained, does rent and lease to said Tenant the following described real property, Sedgwick County, Kansas, to-wit:

Legal Description: Lots 6 & 7, Block B of the Sunflower Commerce Park
Grassland 12 acres EXHIBIT A

Landlord agrees to lease the above-described land to tenant to occupy and use for agricultural purposes as described herein, on a cash rent basis. Such lease shall begin upon the date set forth above and conclude on the 31st day of December, 2022.

Tenant may also harvest any crop already growing on the tillable acreage on the 1st day of January, 2023, by paying a month to month leasing fee in accordance with the average rents as set forth in the most recently published "2021 USDA - NASS Rental Rates" booklet by the Kansas State University Research and Extension (1/12th of the annual rate per month). The lease of a partial month shall be paid in the same amount as a full month. All month-to-month lease payments are due on or before the 5th day of each month. Failure to pay monthly lease fee by the 5th date of any month may, at Landlord's discretion, be construed as abandonment of interest in the holdover crop. Landlord may dispose of an abandoned crop in any manner. No additional crops may be planted after December 31st, 2022, without the prior written permission of the Landlord. All provisions of this paragraph are subject to the terms provided in the last paragraph of this lease.

For the hay and/or pasture acreage, the Tenant agrees to maintain the land in a good clean condition and not allow noxious weeds, brush or weeds to grow.

For the pastureland, the Tenant agrees and covenants to pay the Landlord an annual rent of \$252.00 which equals twenty-one dollars (\$21.00) per acre for the 12 acres of said pasture land. This rent for the term of this agreement shall be due and payable on the 1st day of August, each year.

The Tenant agrees and covenants to perform all work in a workmanlike or farmerlike manner. The Tenant agrees and covenants to take good care of said premises, not to over pasture the pastureland, to farm the land and to maintain the

improvements in a careful and prudent manner and to return the property in as good condition as he found it, ordinary wear and tear or unavoidable casualty, excepted.

If the Tenant desires to make at his own expense improvements which are usually provided by the Landlord or in part by the Landlord, he shall obtain from the Landlord its written consent to make the improvements and they shall mutually agree whether the tenant will be compensated for the unexhausted value of such improvements upon the expiration of this lease, or if the improvement is a structure, whether in lieu of compensation, the Tenant may within 60 days after the termination of this lease, remove such structures as he has built, provided he has given notice of his intention to the Landlord at or before the time of expiration of this lease and provided further that he leaves that portion of the land from which such improvements are removed in as good condition as it was previous to the construction of such improvement.

The Landlord reserves the right to enter upon said land to inspect, to make improvements thereon, and for any and all lawful purposes arising from the ownership of the farm so long as it does not interfere with the rights of the Tenant as provided in this lease.

The Tenant agrees and covenants that at the expiration of this lease he will yield possession of the property to the Landlord without further notice and that it will be in as good order and condition as when the same was entered by the tenant, loss by fire, or other unavoidable casualty and ordinary wear and tear excepted.

The Tenant agrees and covenants that he will not release or sublet said property or any part thereof without the written consent of the Landlord.

Tenant may apply for and receive 100% of any FSA payments related to crop production of the property.

The Tenant understands that no discharge of firearm may occur upon this property. This property may not be used for hunting in any manner.

Unless the parties shall agree to the contrary, the Tenant will farm said premises in such a manner that all Federal Farm Program crop histories established for the land will be maintained.

This lease is subject to sale of the real estate for development purposes. Tenant shall receive 30 days' notice of termination of the lease agreement prior to sale of property. If the real estate, or any portion thereof, containing growing crops or pasture

land is sold, the Landlord may terminate this lease on any or all of the hay acreage by compensating the Tenant twenty one dollars (\$21.00) per acre of said land containing hay acreage, unless the hay has been harvested, at which time no compensation is due.

Tenant agrees to indemnify and hold harmless Landlord City, its agents, servants, employees or invitees, from and against any and all claims of every kind or character for injuries and/or damages to persons and/or property arising out of or in connection with the use and occupancy of said City owned land, and not caused by City negligence.

IN WITNESS WHEREOF, the parties have signed this lease on the date first above written.

LANDLORD

Jim Benage

Mayor, City of Bel Aire 

TENANT


Harris Entz

STAFF REPORT

DATE: March 9, 2022

TO: Ty Lasher, City Manager
Bel Aire City Council

FROM: Brian Hayes, Recreation Director

RE: **February Activities**

Recreation

- 104 K-6th graders on 16 basketball teams completed their season on February 26th.
- Indoor Soccer began practices on February 28th. Registration is winding down and we anticipate having 120 players compared to 60 last year. Games begin March 12th and will run through April 16th.
- The application for Summer Day Camp is progressing. Several hurdles have sprung up but are still hopeful to be licensed by summer. The Wichita YMCA recently backed out of a 25 year long collaboration with us so we are planning to now offer this needed program ourselves. A director has already been hired and will be seeking additional part-time staff soon.
- Pickleball was steady with 199 compared to 218 last month.
- Taekwondo was up a bit with 14 students compared to 9 last month.
- Exercise classes were steady with 15 compared to the same last month.
- January daily use was steady with 456 compared to 491 last month. 91 paid day fees, 201 were pass holders, and 164 participated in various activities.
- Upcoming programs include WHJBSL, Happy Feet, TGA Golf, Schools Out Camp & Spring Festival.

Seniors

- 539 seniors participated in line & folk dance, sewing, walking, bridge, Tai Chi, exercise, arts & crafts, book club, and several educational activities compared to 499 last month.
- The current session of Tai Chi will continue until 3/17. This evidence based program is being funded by Sedgwick County. Staff will be exploring whether we can continue offering this class without county funding in the future.
- Several meetings & discussions have been held with the Senior Club concerning the new funding policy. Staff is being patient but club comments and cooperation thus far has not been ideal.
- Staff continues to engage Bel Aire Seniors by email, limited gatherings, and newsletters. Every week virtual tours of interesting venues, fun activities, and useful information are presented.
- The signed 2022 funding contract has been submitted but has not been signed and returned by the county yet. The county is also installing new hardware and software to track programming and participation. Training is complete and we expect to start utilizing the technology in some form soon.
- Upcoming programs include the regular ongoing programs and several new educational & special events including lunch presentation by local celebrity Orin Friesen on March 23rd.



K-2 Basketball



3-4 Basketball



5-6 Basketball



K-2 Basketball



K-2 Basketball



Pickleball



Crafting Coasters



Barn Quilt Workshop

STAFF REPORT

DATE: 3/9/22

TO: City Council and City Manager

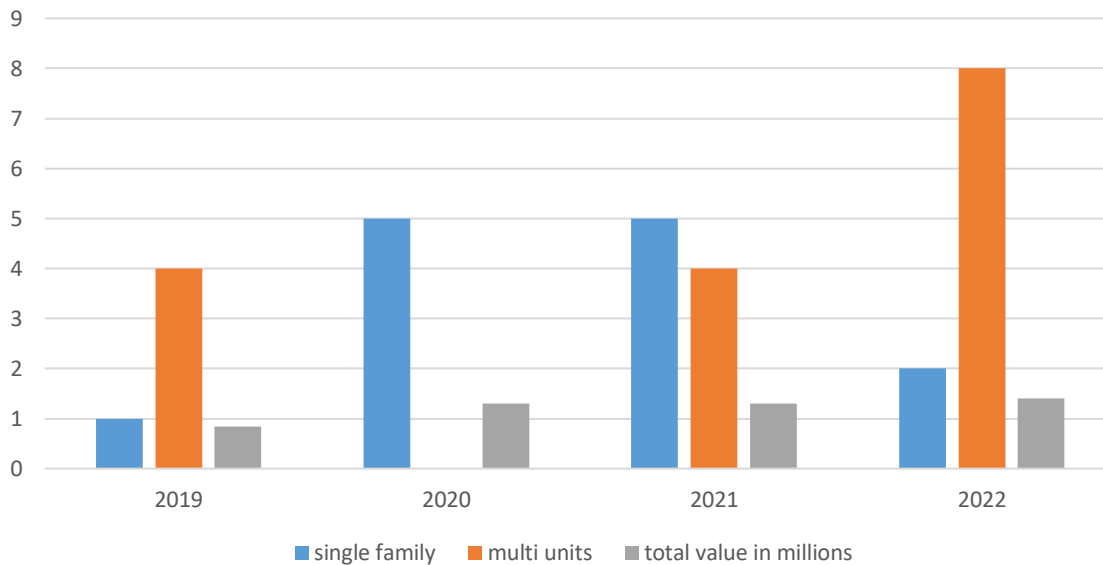
FROM: P&Z Department

RE: February Monthly report



Residential Construction update

February Housing Permits



Tax code 45L credit

There are many articles out regarding the tax credit to builders for certified energy efficient credit. Eligible contractors who constructs quified new energy efficient homes can get \$2,000 for years dating back 2018, 2019, 2020, 2021 for contractors that build 100 units per year to exceed the 2006 energy standard.

It would be a good marketing tool as many of the duplex and multi-family buildings look alike to state low monthly heating and cooling bills.

Survey by Pro Builder Magazine and New Home Trends Institute

More than 300 residential architects, designers, and design-minded builders across the country responded to the survey with their opinions, experiences, and predictions about trends in new-home

design, including styles, materials, and more. The results offer insight into trends we can see in home design during the next three to five years.

The data provided: Just 28% of respondents chose that type of space in the survey, compared with other more popular features, such as covered outdoor rooms/open-air rooms (73%), patios (68%), and decks (55%).

One note to add is the lot size average is 10 lots per acre, Bel Aire is 6 or more per acre.

Dodge report

Bel Aire has been providing data to Dodge for around 20 years, they were recently interested in the Crossland Construction buildings under construction in the Sunflower Commerce Park January nationwide information below:

MONTHLY CONSTRUCTION STARTS

[Millions of Dollars, Seasonally Adjusted Annual Rate]

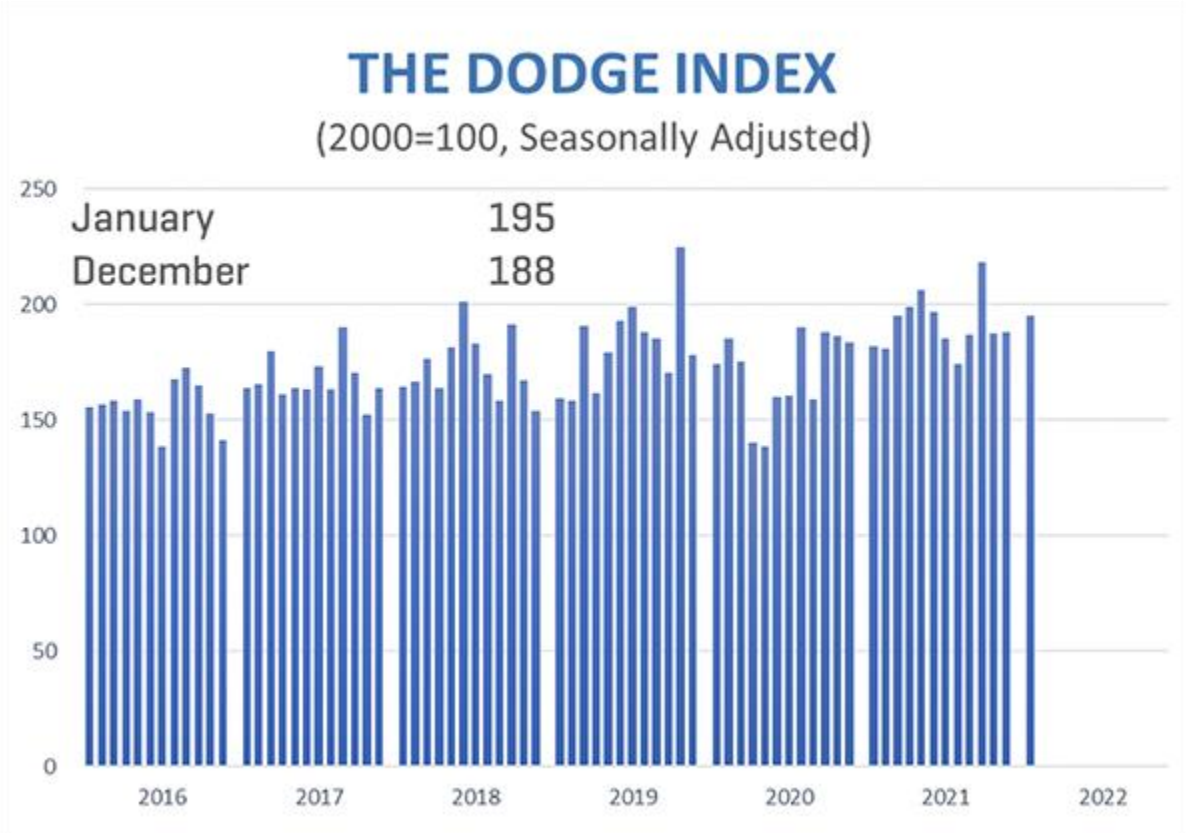
	Jan 2022	Dec 2021	% Change
Nonresidential Building	\$293,656	\$282,606	4
Residential Building	430,911	436,854	-1
Nonbuilding Construction	198,873	167,953	18
Total Construction	\$923,440	\$887,413	4

YEAR AGO CONSTRUCTION STARTS

Unadjusted Totals, in Millions of Dollars

	2022	2021	% Change
Nonresidential Building	\$22,349	\$19,520	14
Residential Building	32,557	31,943	2
Nonbuilding Construction	15,050	13,414	12
Total Construction	\$69,956	\$64,877	8

Source: Dodge Construction Network



Code correction





MANAGERS REPORT

DATE: March 10, 2022
TO: Mayor Benage and City Council
FROM: Ty Lasher, City Manager
RE: March 15, 2022 Agenda

Consent Agenda (Item VII)

Contains only the Minutes of the March 1st City Council meeting.

Appropriations Ordinance (Item VIII)

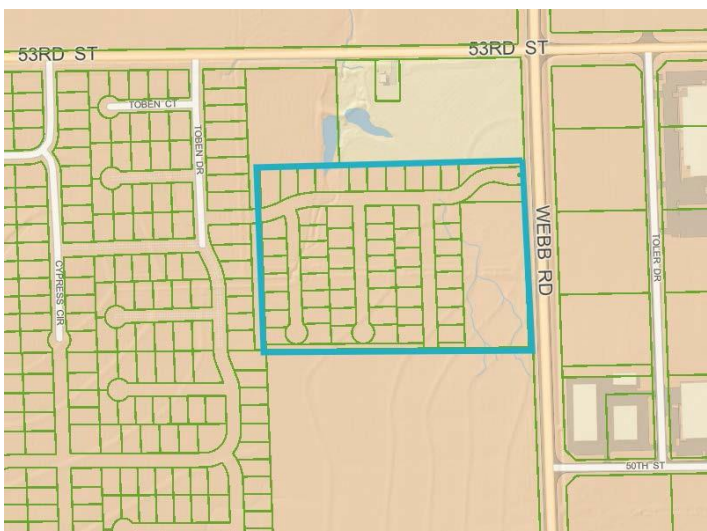
This reporting period includes one payroll period. Bonded capital projects account for \$292,516.66.

Special Presentation (Item XI)

This will be Councilmember Schroeder's last City Council meeting. Mayor Benage would like to recognize Joel for his service.

Bid for Rock Spring 4th Paving Improvements (Item A)

The Developer is ready to begin the paving of Rock Spring 4th. Three contractors submitted bids. Pearson was the low bidder and also came in under the Engineer's Estimate. The cost of the improvements for Rock Spring 4th will be financed through a bond and spread as special assessments against the benefiting lots. Staff recommends that Council accept the bid from Pearson Construction for \$711,632.30



Lift Station Pump (Item B)

We received a quote from JCI on a new Flygt pump for Rock Rd. lift station. As you are aware we've had both pumps fail at the same time on multiple occasions at this lift station. When this happens we have to make an emergency call to have a company set up an external pump and make this operational before wastewater backs up into houses. The sole reason for these pump failures is because they ingested some type of debris, most commonly wet wipes. This new pump can ingest debris and keep operating at full capacity. We purchased this model pump about two years ago for the 53 rd. St. lift station and have had no issues. We have also installed two of these pumps in the new Webb Rd. lift station with no issues.

Resolution of Support for Mental Health Hospital in Sedgwick County (Item C)

Sedgwick County and the City of Wichita are working with the State of Kansas to consider bringing a state-owned mental health hospital to Sedgwick County. SCAC asked all cities in Sedgwick County to consider supporting such an effort. The resolution will show support from Bel Aire for the need of such a facility.

Farm Lease with Entz (Item D)

The PBC owns Lots 6 & 7, Block B of the Sunflower Commerce Park. Those lots are leased to the City and being held for a new Public Works facility. Entz currently cuts several empty lots for hay in the commerce park and has agreed to lease these 12 acres from the City. This brings in \$252.00 annually to help cover taxes.

