



# AGENDA

## CITY COUNCIL WORKSHOP

7651 E. Central Park Ave, Bel Aire, KS

Video Available at [belaireks.gov](http://belaireks.gov)

January 11, 2022 6:30 PM



### I. Policies

- [A.](#) 2022 City of Bel Aire Legislative Priorities
- [B.](#) Senior Funding
- [C.](#) Waste Connections – One curbside cleanup and one coupon to landfill.

### II. Other ?

### III. Dismiss

#### *Additional Attachments:*

- [A.](#) Manager's Report - January 11, 2022

#### **Notice**

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

City of Bel Aire, Kansas

# STAFF REPORT

DATE: January

TO: Governing Body

FROM: City Attorney

RE: Update on 2021 Bel Aire Legislative Priorities



Tax Lid Repeal	<p>Tax lid – completed , was repealed, and changed structure to a revenue neutral rate, however there are still added notification and hearing requirements that are imposed on local municipalities, this new structure can be</p> <p>There may be an appetite to push for a public election to exceed the revenue neutral rate.</p>
Home Rule and Properly Funded Mandates	No major impact- mandates were lifted or reduced.
Mental Health	<p>Progress- the state and county are taking an interest in moving mental health solutions forward and are discussing funding. As solutions become better defined, state likely to support at some level.</p>
K254 Public Infrastructure	No action yet—K254 is on the IKE Transportation list, next cycle for selection is in about 18 months
Law Enforcement and Public Safety	No major impact- The state received and accepted task force report discussed last year, but has not imposed additional mandatory action or training.

1. **Tax Lid Repeal:** Any tax lid limits cities ability to legislate and spend funds that are raised locally. The current tax lid is a hindrance to Bel Aire and our spending abilities. Property taxes make up forty percent of the City of Bel Aire's total revenues. These funds are used to provide local public safety, maintain public parks & recreational facilities, and to repair and improve streets. Each year, the City's budget process focuses on maintaining high service delivery levels while being as efficient as possible with tax payer money. The result has been no tax rate (mill levy) increases over the last five years and no increases are anticipated for the near future. When new homes are constructed in Bel Aire, additional tax revenues are generated due to the assessed valuation (total value of all property within the City) increasing. However, the large increase in growth requires new infrastructure, more public improvements and public safety additions that outpace the CPI. The demand for municipal services continues to increase as we grow in population. Having a restrictive tax lid in place greatly inhibits our ability to provide an appropriate level of service to a growing city. **We urge you to leave local tax and spending decisions to local elected officials who ultimately answer to our local voters.**
  
2. **Home Rule and Properly Funded Mandates:** Home Rule is key to the success of cities to govern themselves based on citizen input and desires. Consistent with the Home Rule Amendment of the Kansas Constitution approved by voters in 1960, we support local elected officials making decisions for their communities, particularly local tax and revenue decisions. Any state or Federal mandates should heavily consider the Home Rule Amendment *and* be properly funded. Legislative requirements from the state or federal governments imposed on cities without proper funding negatively impacts the budgets of cities. **Strongly support home rule. Oppose any legislative mandates unless properly funded.**
  
3. **Mental Health:** Support the State prioritizing the allocation additional resources for mental health programs and studying solutions to this Statewide problem (pp 5 & 9).
  
4. **K254 Public Infrastructure:** Regional and local growth for southcentral Kansas are tied into State support of prioritizing K-254 safety and infrastructure improvements. Bel Aire values the promotion of safety, economic development, growth, road improvements and other infrastructure related objectives along K-254 in the interest of the public good.
  
5. **Law Enforcement and Public Safety:** Our police department is committed to treating each person they encounter with dignity and respect. The police department has appropriate policies on the use of force, officer intervention, and training for critical situations already in place.
  - **Police Body/Vehicle or Other Camera Videos:** The desire for public transparency needs to be balanced with the need to protect the innocent and assure the cities are not unduly burdened. Additionally, the redaction process required before a video is released

pursuant to a court order or subpoena is an expensive and time-consuming process. Whether the order is from a local, state or federal court, there must be adequate personnel, time, and reasonable reimbursement before the release of video evidence.

Our governing body is more than willing to meet with you to discuss how these outlooks can make our community and our State better. We would welcome an email or call if you need additional information from us on specific issues. My email is [JBenage@belaireks.gov](mailto:JBenage@belaireks.gov) and I can be reached at 316-744-2451.

Thank you in advance for taking the time to understand and champion these priorities on behalf of the City of Bel Aire. Our citizens truly appreciate your time and commitment as our Senator/Representative. You continue to be a strong supporter and friend of Bel Aire which is a great honor. Thank you for all you do in Topeka.

Respectfully,

Mayor Jim Benage



## 2022 Legislative and Policy Priorities

REAP's purpose is to provide a unified voice for the region at the state and national levels, advance greater economic prosperity from regional cooperation and address issues that cross political boundaries. The following issues have been identified by the members of REAP as policy and Legislative priorities for South Central Kansas.



### REGIONAL JOB GROWTH & BUSINESS EXPANSION

#### Workforce

- REAP supports policies and investments targeting workforce recruitment strategies and skills training in high-demand areas that generate high wage career opportunities vital to economic development in South Central Kansas such as manufacturing, healthcare, and information technology.
- REAP supports legislation to expand funding for workforce development programs, including the Excel in CTE initiative, the National Center for Aviation Training (NCAT), work-based learning, and apprenticeships.
- REAP supports legislation to create tax credits for aviation industry to attract and retain talent.

#### Education

- REAP encourages policymakers and post-secondary institutions to adopt innovative and cutting edge programs and/or practices in order to meet business needs to ensure an abundant and skilled workforce.
- REAP supports legislation that would increase need-based aid for students in higher education in order to provide opportunities for students who would not typically consider higher education so they can receive a degree or certificate that will help grow workforce in the State of Kansas.

#### Economic Development

- REAP supports continued availability and expansion of economic development incentives, programs, and tools to keep the state competitive.
- REAP supports funding and incentives for childcare facilities and workforce development/retention and grants for families who cannot afford childcare.
- REAP encourages state efforts to make housing more affordable in our communities to attract and retain talent.
- REAP encourages the legislature to consider incentives to create mixed-use housing communities.
- REAP supports state legislation establishing a program to help the state collect state and local sales and compensating use taxes due from in-state purchasers on remote sales. Remitted taxes should be distributed using existing methods/formulas for the state and local governments.
- REAP supports property appraisals based on fair-market value. We oppose any legislation that artificially limits or otherwise alters property valuation.

### BEHAVIORAL HEALTHCARE

- REAP encourages additional investments to address the treatment of mental health in south central Kansas.
- REAP encourages the legislature to support investment in a regional state mental health facility in Sedgwick County.
- REAP supports additional and innovative solutions to combat, treat and prevent addiction to opioids and other drugs.

## REGIONAL INFRASTRUCTURE

### Funding for Transportation Priorities

- REAP recognizes the need for adequate funding to build and preserve the transportation infrastructure in South Central Kansas, specifically projects/investments with that are vital to business and industry. REAP supports the Eisenhower Legacy Transportation Program (IKE) and encourages equitable taxing and distribution of funding to address critical needs in South Central Kansas.

### Rail Service

- REAP supports state funding for existing freight rail service and expansion of passenger rail in Kansas, specifically passenger rail service expanding the Heartland Flyer from Dallas/Ft Worth and Oklahoma City connecting through Wichita to Newton and the Southwest Chief, providing our state with service to Oklahoma and Texas.

### Broadband

- REAP supports legislation to provide additional funding for broadband access and expansion across South Central Kansas.

### Water Protection

- REAP supports policies and strategies to protect water resources critical to the economy of South Central Kansas, including protection of the Equus Beds Aquifer that supplies water for 20% of the Kansas population.
- REAP recognizes the need for all voices to be heard on the Groundwater Management District 2 (GMD2) Board of Directors and supports legislation to ensure municipal representation on the GMD2 Board.

### Energy Resources

- REAP recognizes the importance of energy to the regional economy and supports access to, and production of a variety of energy sources from oil and natural gas to renewable resources, such as wind and solar power.

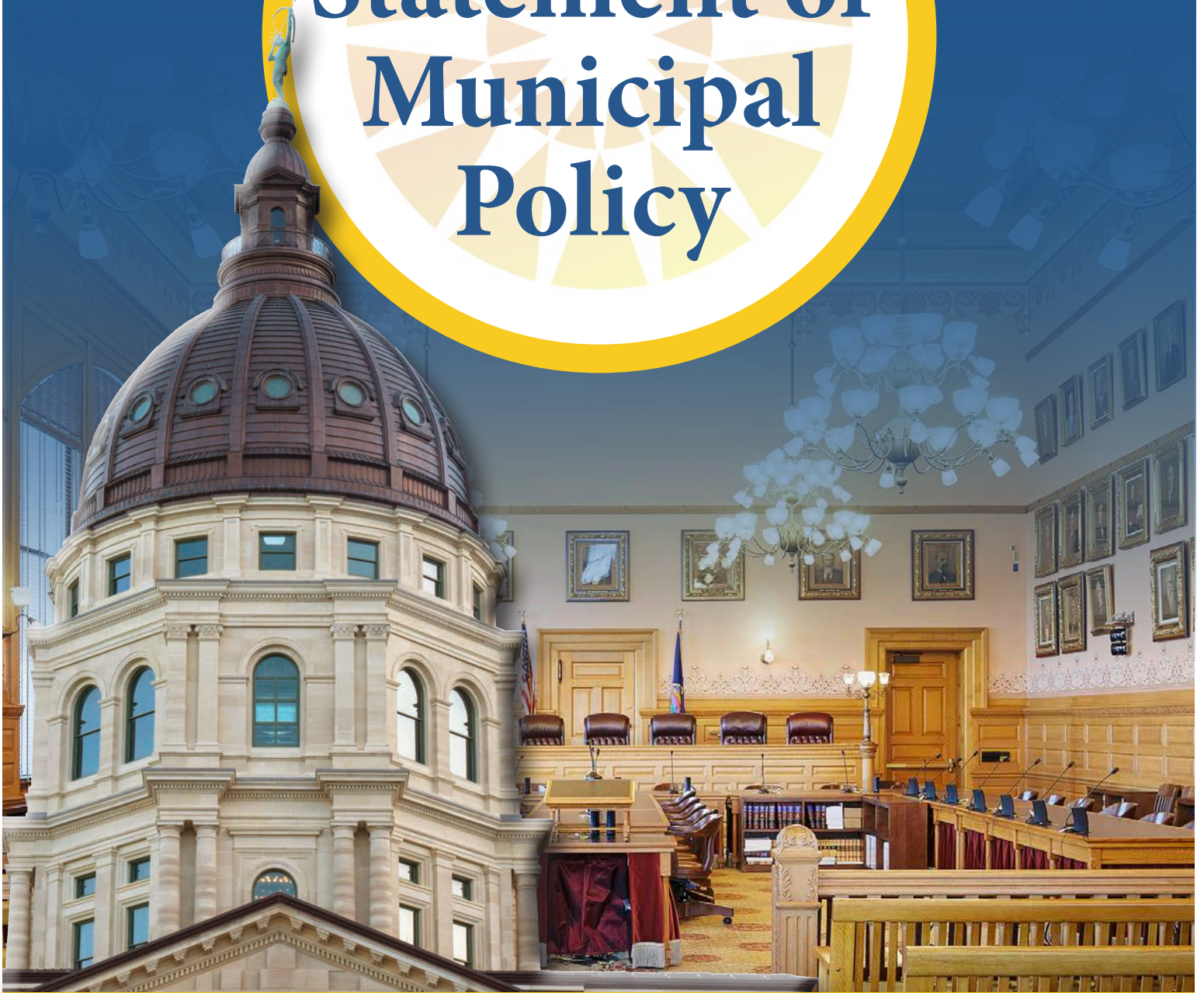
## REDISTRICTING & HOME RULE

- REAP encourages the Legislature to recognize the unified nature of our region as they designate new district boundaries for elected officials at the state and federal levels of government.
- REAP favors extending constitutional protection for county home rule authority – a change that will enable county leaders to best serve their constituents

## FEDERAL ISSUES

- REAP supports full funding for employment and training systems driven by the needs of business and industry by leveraging opportunities under the Workforce Innovation and Opportunity Act (WIOA) to enhance sector-based partnerships that are employer led and advocate for demand-driven workforce and training programs.
- REAP supports federal funding for expansion of passenger rail in Kansas, specifically passenger rail service expanding the Heartland Flyer from Dallas/Ft Worth and Oklahoma City connecting through Wichita to Newton and the Southwest Chief, providing our state with service to Oklahoma and Texas.

# 2022 Statement of Municipal Policy



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## **Mission Statement**

*The mission of the League shall be to strengthen and advocate for the interests of the cities of Kansas to advance the general welfare and promote the quality of life of the people who live within our cities.*



## GOVERNING BODY



**President**  
Jason Jones  
Councilmember, Hesston



**Vice President**  
David McDaniel  
Mayor, Ellis

### **Immediate Past President**

Sara Caylor, Mayor, Ottawa

### **Past Presidents**

Mike Boehm, Mayor, Lenexa  
Carl Gerlach, Mayor, Overland Park  
Daron Hall, City Manager, Pittsburg  
John McTaggart, Mayor, Edwardsville  
Terry Somers, Mayor, Mount Hope

### **Directors**

David Alvey, Mayor, Unified Government of  
Wyandotte County/Kansas City  
Thomas Brown, Mayor, McPherson  
Roy Cessna, Mayor, Garden City  
Michelle De La Isla, Mayor, Topeka  
Mark Govea, Mayor, Osawatomie  
Ty Lasher, City Manager, Bel Aire  
Christy Pyatt, City Clerk, Greensburg  
Troy Tabor, Council President, Andover  
Toni Wheeler, City Attorney, Lawrence  
Brandon Whipple, Mayor, Wichita  
J. Michael Wilkes, City Manager, Olathe

### **Executive Director**

Erik Sartorius

# ABOUT THE LEAGUE

Supporting Kansas Cities



The League of Kansas Municipalities, *Section I, Item A.* is a membership association that advocates on behalf of cities, offers training and guidance to city appointed and elected officials, and has a clear purpose of strengthening Kansas communities. Since 1910, the League has been a resource for cities across Kansas and has acted as a body to share ideas, facilitate communication between members and provide information on best practices in city operations.



# LEGISLATIVE PRIORITIES

The prosperity of the State of Kansas is absolutely dependent upon the prosperity of our cities. Over 83% of Kansans live in an incorporated city. In an effort to promote healthy and sustainable communities, the elected and appointed city officials of Kansas hereby establish the following as our legislative priorities for 2022:



**HOME RULE.** Consistent with the Home Rule Amendment of the Kansas Constitution approved by voters in 1960, we support local elected officials making decisions for their communities, particularly local tax and revenue decisions.

**COUNTYWIDE SALES AND USE TAXES.** Since 1977, Kansas has successfully used a city-county revenue sharing formula for the benefit of all. The existing formula benefits both city and county taxpayers and ensures there is a fair method to distribute funds that are generated primarily in cities.

**GOVERNMENT COMPETITION.** Local governments should continue to retain local control over the services that they provide to their residents and businesses. We recognize that free markets, under normal circumstances, are the best vehicle for allocating goods and services. However, there are circumstances where the free market either does not efficiently allocate goods and services, creates externalities that endanger public safety and welfare, or simply does not provide a service. In such instances, it falls to government to respond to the will of the people to provide the good or service. In addition, local governments provide services for the sole benefit of their residents and should continue to receive tax benefits to allow those services at a low cost.

**PROPERTY TAXES.** We recognize in areas of the state there is a large reliance on property taxes to fund local and state government. All property taxing authorities, including cities, counties, the state, school districts, special districts, and community colleges should be equally transparent, and have to abide by the same limitations, restrictions and requirements. Any additional transparency measures should not be burdensome or costly. We encourage the state and local governments to work on making government more efficient and recognize the need to work together on innovative approaches to reduce reliance on property taxes.

**UNIFORM TRAFFIC CODE.** We support a comprehensive review and recodification of the Uniform Traffic Code.

**MENTAL HEALTH.** We support allocating additional resources for mental health programs. Funds should be allocated for community mental health centers and additional bed space for patients with mental health issues.



# FINANCE & TAXATION

**A**n adequate source of revenue is necessary to fund the essential services of city government. Each city is unique in both services provided and the ability to pay for such services; maximum flexibility should be granted to local governing bodies to determine the amount and source of funding for city services.

**TAX/SPENDING LID.** Local spending and taxing decisions are best left to the local officials representing the citizens that elected them. We strongly oppose any state-imposed limits on the taxing and spending authority of cities.

**TAX POLICY.** The League supports the long-established philosophy of balancing revenue from income, sales, and property taxes to assure the fiscal ability of the state and local governments to provide the services citizens want and need. Changes to tax policies should not be undertaken without a full understanding of the overall impact upon all taxpayers, taxing entities, and the sources and amounts of tax revenues to be generated or eliminated by such policy changes.

**PROPERTY TAXES.** We recognize in areas of the state there is a large reliance on property taxes to fund local and state government. All property taxing authorities, including cities, counties, the state, school districts, special districts, and community colleges should be equally transparent and have to abide by the same limitations, restrictions and requirements. Any additional transparency measures should not be burdensome or costly. We encourage the state and local governments to work to make government more efficient and recognize the need to work together on innovative approaches to reduce reliance on property taxes.

**PROPERTY TAX EXEMPTIONS.** We support a broad tax base and believe the existing property tax base should be protected. We encourage the legislature to resist any proposal to further exempt any specific property classification from taxation, including industry-specific exemptions. We support the current statutory definition of machinery and equipment and the exemption should not be expanded. The legislature should actively review existing exemptions to determine if they should continue or be repealed.

**PROPERTY VALUATION.** We support appraisals based on fair-market value as historically used in Kansas. We oppose caps in property valuations as unconstitutional and inequitable.

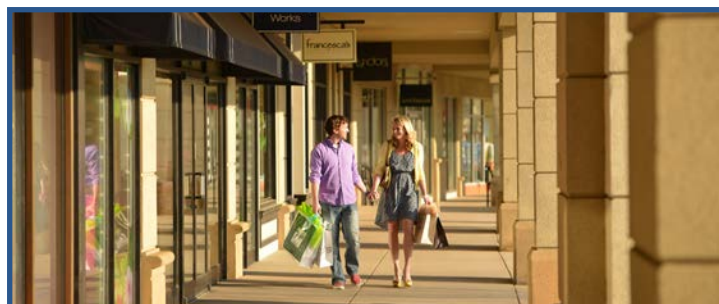
**LAVTR.** The state legislature, as required by Kansas statutes, should help to relieve the burden on property taxpayers by funding the Local Ad Valorem Tax Reduction (LAVTR) program.

**TAXES PAID UNDER PROTEST.** Due to the effect that taxes paid under protest and large property tax exemptions can have on cities, the state and the county where the city is located should be required to notify cities when taxes, including compensating use and ad valorem taxes, are paid under protest or a large tax exemption is filed so that cities have accurate data when making budgetary decisions.

**MANDATORY SPENDING.** We oppose any law that requires a city spend a certain threshold to receive and maintain state dollars. All spending decisions should remain at the local level.

**COUNTYWIDE SALES AND USE TAXES.** Since 1977, Kansas has successfully used a city-county revenue sharing formula for the benefit of all. The existing formula benefits both city and county taxpayers and ensures there is a fair method to distribute funds that are generated primarily in cities.

**SALES TAX.** Kansas should have a broad sales tax on all goods and services. Cities should be able to impose voter-approved local sales taxes. Sales tax exemptions should be limited to those for which the benefit outweighs the tax dollars lost.





**ALTERNATIVE REVENUE SOURCES.** Cities should be authorized to approve alternative revenue sources in order to maintain appropriate levels of funding for the health, safety and welfare of our citizens.

**BUDGET TIMELINE.** The current statutory framework for the adoption of municipal budgets makes it difficult for cities to plan for budgets that must be presented to governing bodies five months before the start of the fiscal year. We support legislation to allow the adoption of city budgets by November 30, while keeping the earlier statutory deadlines for certification of the amount of ad valorem tax revenue needed.

**FINANCE POLICIES.** Cities should be allowed to set financial policies in-line with bond rating requirements and other generally accepted best practices for municipal management.

**EMS/HOSPITAL FUNDING.** Municipal hospitals and emergency medical services (EMS) are challenged in meeting their communities' needs. We support the expansion of Medicaid in Kansas to allow such entities access to federal funding, helping cities maintain and provide critical services for their citizens. If the legislature fails to approve Medicaid Expansion, additional state funding needs to be made available to rural hospitals in order to retain businesses and their employees and sustain the health and lives of Kansans.

**UNFUNDED MANDATES.** We oppose unfunded mandates. If the state or federal governments seek to promote particular policy objectives, such mandates should be accompanied by an appropriate level of funding.

**CITY AND COUNTY REVENUE SHARING.** The State Legislature should fund existing city and county revenue sharing programs as required by Kansas statutes.

**TELECOMMUNICATIONS TAXES.** We support cities' continued ability to impose and collect taxes and fees on telecommunications providers.

**FEDERAL LOAN PROGRAMS.** We support changes to allow local governments to participate directly in federal loan programs.

**BANKING AND INVESTMENT RESTRICTIONS.** We support maximum banking and investment choices for local government. At a minimum, all cities, counties and school districts should have the same banking and investment authority the state has granted to itself.

**LIBRARY FUNDING.** We support Kansas statutes being modernized to reflect revenue neutral rate requirements when determining a public library's eligibility for state funding.



# PUBLIC SAFETY

Cities play a critical role in the protection of the health and safety of the citizens of Kansas. Because mandated programs are costlier and less efficient, government at all levels should cooperate in the development of health and safety programs.

**LAW ENFORCEMENT AND PUBLIC SAFETY.** We believe cooperative efforts, rather than state and federal mandated requirements, are vital to the efficient and effective development of local law enforcement and public safety programs.

**ASSET FORFEITURE.** We support the use of asset forfeiture as an important component in reducing financial gains from criminal acts while providing civil due process. All assets forfeited, or the proceeds of the sale of the same, should remain with the local government that seizes the property.

**MUNICIPAL COURT.** Municipal courts serve a vital role protecting an individual's right to equal protection under the law following arrest or detainment. We support the local control of, and judicial authority of, municipal courts. All assessed court funds under a municipal court order, other than restitution collected and payable to a third party and state assessments paid under K.S.A. 12-4117, shall be retained by the local municipality. We support municipalities' ability to set appropriate fines and fees.

**EMERGENCY 911 SERVICES.** Cities and counties should maintain local control of the 911 system and the 911 tax should continue to include both wireline and wireless communications. We support legislation providing flexibility for local governments to utilize these funds to provide emergency services. 911 funds should not be diverted by the legislature for other uses.

**EMERGENCY MANAGEMENT.** Because cities play a crucial role in effective emergency management, implementation strategies must promote cooperative efforts between federal, state and local governments. Changes to the Emergency Management Act should consider the role of the city in responding to disasters.

**MEDICAL CHARGES.** The cost of health care services for prisoners and individuals in custody is a growing concern for cities. We strongly believe the first person responsible for the payment of medical costs should be the individuals in custody. Another needed change, to begin addressing these costs, is to clarify that the entity charging for a crime is responsible in the event those costs cannot be recovered. We support the pooling of resources between all state and local law enforcement agencies.

**LAW ENFORCEMENT DISCRETION.** We support local governments' discretion in establishing law enforcement vehicle pursuit policies and the ability of law enforcement officers to use discretion in determining when to make an arrest.

**SERVICE ANIMAL FRAUD.** We recognize the important role service animals play for the disabled community. The use of such animals is being tainted by service animal fraud. We support strengthening and redefining the crime of service animal fraud to disincentivize individuals from asserting their animal is a service animal in order avoid vicious animal, exotic, livestock, or breed-specific ordinances.







**ALCOHOL & CMB REGULATION.** We support the authority of cities to license and regulate alcoholic liquor and cereal malt beverage retailers and establishments.

**MEDICAL MARIJUANA.** The legislature should carefully weigh the impact of medical marijuana on law enforcement and human resources. In addition, medical marijuana should be subject to existing state and local sales tax and cities should be able to levy their own excise fees and receive a portion of any state funds to offset the impact of medical marijuana. Also, cities should have the ability to opt-in to allowing dispensaries in their city. Kansas should only allow the cultivation and processing of medical marijuana and THC in licensed facilities and should not allow residential grow operations of any sort. In addition, Kansas should delay implementation to give time to study any issues that might result from the passage of medical marijuana legislation.

**FIREARMS AND WEAPONS.** We support the local regulation of firearms and weapons.

**HOMELAND SECURITY.** First responders at the local level serve as the front-line defense in the prevention and response to terrorism and other security risks. Local governments should be granted maximum flexibility and discretion over implementation of monies and strategies regarding homeland security.

**REGULATION.** Any regulation should balance the costs to the benefit of the regulation. Existing regulations that no longer pass this balancing test should be repealed.

**CYBERSECURITY.** Organizations of every size constantly face cyber-related incidents. We encourage the State to provide collaborative discussions, training programs, and feasibility studies for the impact of cyber-attacks on cities. Cities will use information provided by the state government to determine best practices and policies for municipal implementation.

**SCRAP METAL.** Cities are currently preempted from regulating scrap metal. We support a narrowing of this preemption so that cities can address issues at the local level.

**MENTAL HEALTH.** We support allocating additional resources for mental health programs. Funds should be allocated for community mental health centers and additional bed space for patients with mental health issues.

**EXPANDED GAMING.** If the state legislature authorizes expanded gaming, cities should receive funds to offset the impact, similar to agreements for other gaming that occurs in Kansas.



# INFRASTRUCTURE

Cities construct, manage, operate and maintain numerous infrastructure components that provide a high quality of life. Infrastructure involving transportation, municipal utilities, energy services, and water and environmental structures are all dependent on the ability of local officials to self-determine what's appropriate for their own communities. This self-governance relies on the expectation of cooperation from the state government and full funding as required by law under current statutory programs from both the state and federal government.

## TRANSPORTATION

**CONNECTING LINKS.** The State should maintain KDOT's funding for connecting link programs at the FY 2020 level for cities to provide for the maintenance of state highways within city limits. We support full funding of the City Connecting Link Improvement Program (CCLIP).

**CITY-COUNTY HIGHWAY FUND.** The City-County Highway Fund is essential to maintaining local roads and bridges and should be fully funded and not be diverted for other purposes. Such funding should include the transfer of fees from the registration of out-of-state commercial vehicles, as directed by K.S.A. 9-3425i. The proceeds from any increases to the motor fuel tax rates should be allocated in accordance with current statutory provisions.

**COMPREHENSIVE TRANSPORTATION PROGRAM.** We support full funding of the Eisenhower Legacy Transportation Program. We oppose any use of these funds to balance the State's General Fund budget. Any reduction in funding jeopardizes existing programs.

**TRANSPORTATION SAFETY.** The State should work in cooperation with local governments to continue to provide safe roads and bridges within Kansas. The State should focus on all users of the transportation systems and recognize that a system that is designed for use by pedestrians, bicycles, and vehicles is safer and more economically prosperous for all Kansans.

**TRANSPORTATION MAINTENANCE.** Because transportation infrastructure is critical to state and local development activities, we support the continued maintenance of the transportation infrastructure in Kansas. We further support continued funding to support multimodal transportation networks, including for mass transit, biking, and walking infrastructure.

**TRANSPORTATION DEVELOPMENT DISTRICTS.** We support the continued ability of cities to establish transportation development districts to meet the economic development and transportation infrastructure needs in the community.

**ELECTRIC CHARGING STATION INFRASTRUCTURE.** We support the expansion of electric charging station infrastructure throughout the state in order to increase the pace of electric vehicle adoption and positively impact local communities.

**AIRPORT FUNDING.** We support the continued use of state economic development dollars (EDIF funds) to enhance airport facilities and services.

**RECREATIONAL TRAILS.** We support the development of recreational trails, including rails to trails, aquatic trails, and hike-and-bike on levee trails projects, and oppose any legislation that would make such development more burdensome or costly.

**RAIL SERVICE.** We support existing and enhanced passenger and freight rail service in Kansas and seek a strong partnership with the state and federal government to achieve meaningful improvements.

**UNIFORM TRAFFIC CODE.** We support a comprehensive review and recodification of the Uniform Traffic Code.





## UTILITIES

**BROADBAND.** Access to reliable broadband service is increasingly important to the economic health of Kansas cities. We support the establishment of the Broadband Deployment Grant to facilitate broadband expansion in Kansas. Guidance for the grant program and broadband-related statutes must recognize the important role local governments play in such expansion and not remove important planning and right of way authority from local governments.

**SERVICE TERRITORY.** Municipalities must retain the authority to purchase, construct, or extend the infrastructure necessary to supply the cities and their inhabitants with public utilities, including electric services. We believe in the current statutory framework which allows cities' jurisdictional limits to change over time, due to the annexation of land, including land located within the service territory of another utility provider.

**MUNICIPAL OPERATION.** We support the ability of cities to operate municipal gas, water, electric, sewer, telecommunications, broadband, solid waste, stormwater or other utility services. We further support the ability of cities to set and control the rates for locally owned and operated utilities, and support the current defined service territory statutes.

**RIGHT OF FIRST REFUSAL.** We support municipal utilities having the ability to invest in new electric/transmission projects in order to provide reliable, affordable service to local customers. We oppose efforts prohibiting competition for transmission projects in Kansas.

**FRANCHISE AUTHORITY.** We oppose any legislation restricting the current franchise authority for cities, including limits on franchise fees.

**MANDATES.** We oppose unfunded federal and state mandates regulating the operation of municipal gas, water, electric, sewer, telecommunications, solid waste, stormwater utilities or other utility services. Any mandates passed down to cities should not be imposed without a cost-benefit analysis and should be accompanied by appropriate funding. In addition, regulations should provide for a reasonable implementation schedule.

### **PUBLIC WATER SUPPLY SUPERVISION PROGRAM.**

We support changes to the statutory language increasing the funding stability for the Kansas Department of Health and Environment's Public Water Supply Supervision program. These changes must balance municipal cost concerns and recognize the state has a responsibility to contribute to these important public health matters. In addition, we recognize a need to update standards to meet federal clean drinking water standards.

**RIGHT-OF-WAY.** Cities must maintain their ability to regulate the public right-of-way and recover reasonable compensation for use of the right-of-way. Kansas policy should not be dictated by overreaching federal mandates. We oppose efforts to codify, at the state level, federal directives limiting cities' powers.



## ENERGY

**ELECTRIC UTILITY DEREGULATION.** Community-owned and operated municipal electric utilities make long-term power supply decisions and investments with the goal of benefiting their overall community. We support continued local control over power supply decisions.

**STATEWIDE ENERGY POLICY.** We support the development of a coordinated and comprehensive Energy Plan. Further, we support creative and cooperative implementation of renewable energy and energy efficient technologies that are environmentally sustainable and economically successful.

**ENERGY EFFICIENCY.** Energy efficiency saves money, drives investment across all sectors of the economy, creates jobs, and reduces the environmental impact of energy use. Accordingly, we support public and private incentives to encourage energy efficiency and renewable energy.

**BUILDING CODES.** We oppose any measures to preempt local building codes. Further, cities should continue to be allowed to shape local codes to incentivize net zero or net-zero ready building requirements.

**PROPANE.** We support cities' authority to protect public safety by regulating the capacity of propane units/facilities for residential or commercial purposes.

## WATER AND ENVIRONMENT

**WATER QUALITY.** We support a clean and safe public water supply and the protection of public health and aquatic life. We endorse regional and cooperative solutions to water quality challenges that address point and non-point source pollution while balancing municipal cost concerns.

**WATER QUANTITY.** Government at all levels should aggressively pursue the conservation, protection and development of current and future municipal water supplies. We support cost-effective efforts to extend the life of reservoirs and to expand reservoir storage for use by municipal water suppliers. We support immediate state action, in consultation with municipal providers, to address over-appropriated surface and groundwater resources while respecting priority of water rights. The water rights management tools that have been developed in recent years should be modified or expanded so that they provide the same type of flexibility and authority to any water rights holder regardless of class.

**WATER PLANNING.** We support increased municipal representation on the Kansas Water Authority; broad-based revenue sources and distribution for the state Water Plan Fund; and a re-evaluation of the process for adopting the annual state Water Plan Fund budget.





**INFRASTRUCTURE FUNDING.** We support increased federal and state funding to assist local communities with their water, wastewater, stormwater, levee and dam infrastructure and associated security needs. In addition, we call for loan terms of up to 40 years when the useable lifespan of an improvement will exceed the term of the loan.

**STORMWATER MANAGEMENT.** We endorse regional and cooperative solutions to stormwater quality and quantity challenges that address point and non-point source pollution. We further endorse state measures to incentivize and enable investment in green infrastructure (e.g., street trees, use of native plants, etc.) to support sustainable communities.

**SOLID WASTE.** The Home Rule powers of cities to dispose of and manage municipal solid waste should not be restricted. This includes local control and decision-making surrounding recycling and composting programs.

**HAZARDOUS WASTE.** We support a comprehensive state-local approach to provide assistance in identifying hazardous wastes and to develop programs to monitor and dispose of such wastes. We encourage state agencies to work cooperatively with local governments in the development and approval of programs to identify, monitor and dispose of hazardous waste. Further, appropriate education and training should be provided prior to the implementation of such programs.

**CLEAN AIR.** We support air quality controls and a state-developed air quality plan that protects the health and safety of Kansans while balancing municipal cost concerns.

**WATER AND WASTEWATER CERTIFICATION.** We support improved certification programs that better align the necessary skillsets for real world water and wastewater system operation with the content of the corresponding exams. We support review of water and wastewater certification to ensure validity and reliability. These certifications need to continue to be protective of the public health and environment. We encourage contracting and collaboration to help utilities acquire the knowledge, skills, abilities, and certifications needed to effectively and efficiently serve Kansas rate payers.



# HUMAN RESOURCES

**C**ity employees are the foundation of effective city government. City governing bodies must have the authority to develop local personnel policies to attract and maintain a high-quality public workforce.

**WORKERS' COMPENSATION.** We support reasonable and just benefits for employees injured within the course and scope of their public employment, and effective enforcement of the Workers' Compensation Act.

**KPERS & KP&F.** We support the full funding of the Kansas Public Employees Retirement System (KPERS) and Kansas Police & Fire (KP&F) retirement systems and honoring all commitments that have been made by KPERS and KP&F. The local KPERS system should remain separate from the state and school retirement system. Changes to the KPERS system should not impact a city's ability to hire and retain qualified public employees, including any undue burden on hiring KPERS retirees, or reduce benefits promised to employees.

**PUBLIC EMPLOYER-EMPLOYEE RELATIONS ACT (PEERA)/COLLECTIVE BARGAINING.** We oppose any federal or state mandate requiring collective bargaining at the local level.

**PERSONNEL MANDATES.** We oppose state and federal mandates involving public personnel.

**WEAPONS AND FIREARMS.** We support the ability of local governments to set policies regarding the carrying of weapons and firearms by municipal employees while they are engaged in their work.

**PREVAILING WAGE.** We oppose federal and state mandates requiring or prohibiting the payment of prevailing wage.

**HEALTH CARE & OTHER BENEFITS.** We support cooperation and active study of ways to relieve the financial burden of securing employee health care coverage, including the continued option for cities to participate in the state health care program.

**UNEMPLOYMENT.** We support reasonable and just benefits for employees who are qualified individuals under the Kansas Employment Security Law. We oppose the finding that volunteers, who are paid a nominal stipend, are considered a qualified individual. We support legislation to define "volunteer" in Kansas employment law such that it is consistent with federal law.

**AMBULANCE ATTENDANTS.** We support allowing non-certified attendants to drive ambulances for inter-facility patient transfers with one attendant providing patient care. These staff should be trained to operate emergency vehicles. We continue to support the use of certified attendants for emergency situations.





# GOVERNMENT POLICIES & PROCEDURES

**A**biding by the longstanding constitutional Home Rule authority of Kansas cities, there is a need to ensure local governments maintain autonomy and the authority of self-governance to create a safe and sustainable quality of life for residents. In an effort to construct appropriate policies for their community, such as economic and community development initiatives, cities should be committed to implementing procedures which ensure ethical and transparent governance from their officials.

**HOME RULE.** Consistent with the Home Rule Amendment of the Kansas Constitution approved by voters in 1960, we support local elected city officials making decisions for their communities, particularly local tax and revenue decisions.

**GOVERNMENT COMPETITION.** Local governments should continue to retain local control over the services that they provide to their residents and businesses. We recognize that free markets, under normal circumstances, are the best vehicle for allocating goods and services. However, there are circumstances where the free market either does not efficiently allocate goods and services, creates externalities that endanger public safety and welfare, or simply does not provide a service. In such instances, so it falls to government to respond to the will of the people to provide the good or service. In addition, local governments provide services for the sole benefit of their residents and should continue to receive tax benefits to allow those services at a low cost.

**PROTECTION OF THE FIRST AMENDMENT.** The right of the people through their democratically elected and appointed officials to petition and speak to their government officials shall not be abridged. We support cities' First Amendment right of freedom of association to work together to accomplish common goals.

**POLICE POWERS.** We support the authority of cities to regulate in order to protect the health, safety, and welfare of the public.

**NON-DISCRIMINATION.** We oppose any discrimination against persons, by reason of their race, religion, color, sex, disability, national origin, ancestry, sexual orientation, or gender identity.

**CITY ELECTIONS.** City elections should remain non-partisan and separate from state and national elections.

**FILING FOR OFFICE.** In order to encourage a higher number of candidates to file for office, we support the filing location for city elections being available in the city clerk's office. The state should evaluate remote filing options in the future.

**FILLING OF VACANCIES.** The current statutes for filling vacancies have served the state well for over fifty years. Vacancy filling should remain the responsibility of local governing bodies made up of duly elected officials.

**ANNEXATION.** The ability of cities to grow is inherent in the economic growth and development of the state. Therefore, we support local jurisdictions' ability to make their own decisions regarding orderly growth through annexation.

**SIGN REGULATION.** We support the authority of local government to regulate signs in compliance with federal law.

**PUBLIC PROPERTY & RIGHTS-OF-WAY.** We support the ability of cities to control and manage public property and rights-of-way and to impose franchise or use fees on those entities that utilize the rights-of-way.

**EMINENT DOMAIN.** Eminent domain is a fundamental municipal power. The authority to acquire property through condemnation proceedings is critical for public improvement projects. We support increased flexibility for local governments to use eminent domain for economic development purposes, including blight remediation, without seeking legislative approval.

**GOVERNMENTAL IMMUNITY.** We support continued immunity for cities from tort liability and legislation strengthening the Kansas Torts Claims Act.

**INTERLOCAL COOPERATION.** We support the principle of voluntary cooperation among all levels of government.

**CITY/COUNTY CONSOLIDATION.** We support processes for local consolidation without undue statutory barriers. We further believe the issue of consolidation is an inherently local one and the voters should be allowed to determine whether consolidation with another unit of government occurs.

**SUMMARY PUBLICATION OF RESOLUTIONS.** We support legislation allowing cities to publish a summary of a resolution, with the full text of any resolution posted on the city's official website, in lieu of publication of the full resolution.

**PRIVATE CEMETERY LIABILITY.** We support legislation removing the requirement for cities to care for and maintain formerly private cemeteries that have been dissolved.

## COMMUNITY DEVELOPMENT

**HOUSING.** The lack of quality housing across the state creates an impediment to growth and economic development. The League supports programs that encourage access to quality housing, including but not limited to, the recommendations of the State Housing Study.

**ABANDONED AND BLIGHTED HOUSING.** We support legislation that streamlines and expedites the process for local governments, neighborhood organizations and private businesses to deal with the blight of abandoned, nuisance, foreclosed housing, and commercial structures to protect the rights and property values of surrounding property owners.

**HOUSING-RENTAL INSPECTIONS.** We support giving cities the authority to require inspections of rental housing for the safety of tenants and to protect the rights and property values of surrounding property owners.

**REVITALIZATION TOOLS.** We support the continued use of the Neighborhood Revitalization Act, the Downtown Redevelopment Act, the Transportation Development District Act and the Community Improvement District Act to promote local neighborhood development.

**ECONOMIC DEVELOPMENT PARTNERSHIPS.** State and regional partnerships are vital to the sustained growth of the state and should be supported by policy and with adequate funding.

**TAX ABATEMENTS.** We support the authority of cities to offer tax abatements to encourage business investment in their communities.

**TAX INCREMENT FINANCING (TIF).** We support the continued use of TIF to promote economic development. TIF laws should allow maximum flexibility and allow for efficient use by communities.

**STAR BONDS.** We support the ability of cities to utilize STAR bonds to promote economic development in their communities.

**LAND USE AND ZONING.** We support the ability of local officials to make land use and zoning decisions within their community, including decisions about the location, placement, size, appearance and siting of transmission and receiving facilities and any other communications facilities.



# Relationships Are the Cornerstone of Effective Advocacy

1

## Make Contact Prior to Legislative Session

- Eggs & Issues, town halls, etc.
- Communicate the city's agenda and priorities.
- Invite them to a League Legislative Dinner.

2

## Follow the Legislative Session

- *League News*
- List serves
- News media
- [www.lkm.org](http://www.lkm.org)

3

## Participate in Local Government Day January 26, 2022

- Make appointments to visit with your legislators in the morning.
- Invite them to the League reception.

4

## Make Contact During Legislative Session

- Watch for alerts about key bills/issues.
- Follow the issue, not the bill number.
- Be specific; give your city's unique insight into the legislation.
- Don't waste time and political capital on meaningless bills that have no chance of becoming law.

5

## Make Contact Following the Legislative Session

- Thank your legislator for their hard work.
- Be honest and express concern when bills negatively affect your city.



• Know your legislators on a first-name basis



• Always be respectful and avoid personal attacks



• Ask your legislator how he or she prefers to be contacted (email, phone, texts, etc.)



• Share your contact information



• Follow legislators' communications



• Sign up for emailed newsletters



• Follow legislators' Twitter accounts



• Send legislators your newsletter/updates



**TOURISM.** We support cooperative ventures between the state and local government in Kansas to promote tourism as an industry that is vital to growth and development all across the state.

**TAX CREDITS.** We support the continued availability of tax credits as a tool for economic development.

## TRANSPARENCY IN GOVERNMENT

**OPEN MEETINGS.** All levels of government should be subject to the same open meetings requirements. These laws should not be unduly burdensome.

**OPEN RECORDS.** All levels of government should be subject to the same open records requirements. State laws governing open records should balance the public's right of access, with the necessity of protecting the privacy of individual citizens, and the ability of public agencies to conduct their essential business functions. We support a city's ability to recoup reasonable costs associated with open records requests.

**INTERGOVERNMENTAL DIALOGUE.** Communication between all levels of government is critical to the successful delivery of public services to the citizens of Kansas. Representatives from cities provide facts and information crucial to intergovernmental relations, and as such, should have the same rights and responsibilities as private interest lobbyists. We support current law regarding the use of state and local public moneys to provide information and advocate on behalf of our cities and citizens. Any reporting system should not increase the administrative burden on local governments.

**BODY CAMERAS.** We support the ability of local governments to determine when and how body cameras will be used by law enforcement officers. We support the establishment of reasonable regulations concerning public access to recordings, balancing the needs of law enforcement and the individuals whose images are captured in the recordings.



# FEDERAL ISSUES

**L**ocal officials welcome the opportunity to work together with federal and state officials on policies impacting local communities. Federal agencies should research and understand the fiscal impact on local units of government when implementing new guidelines or laws. Cities manage their finances, infrastructure and personnel more effectively without unfunded federal mandates.

**LOCAL CONTROL.** We support local elected officials making decisions for their communities. Though the Home Rule powers granted cities in the Kansas Constitution do not affect federal powers, we call on our representatives and federal agencies to look at federal legislation and regulations with local control in mind.

**POLICE REFORM.** We support the work of our local police departments to make our communities safer for all. Any federal or state proposals for police reform should be focused on providing resources for local law enforcement, incentivizing transparency, and encouraging good police practices, including equity and justice.

**FEDERAL RECOVERY MONEY FOR CITIES.** Federal funding from the CARES Act and the American Rescue Plan Act have been critical for local governments to both respond to the negative impacts of the pandemic and support the economic recovery. As cities work on plans to best help their residents, Congress should not move to take back these funds.

**ADVANCED REFUNDING OF BONDS.** In order to allow cities to quickly recover from this current recession, we urge Congress to allow cities to issue tax exempt advance refunding municipal bonds. Cities refinancing bonds will be able to free much needed cash flow to reduce taxes or create capital investments.

**COMMUNITY DEVELOPMENT BLOCK GRANTS (CDBG).** We support continued funding for Community Development Block Grants, Community Service Block Grants and HOME Grants. These programs' funding is an essential component of cities' strategies to fund critical community services and infrastructure needs.

**MUNICIPAL BONDS.** We support the removal or modification of overly burdensome and costly restrictions affecting the issuance of municipal bonds. Further, we support the continued tax-exempt status for municipal bonds.

**BROADBAND DEPLOYMENT & MUNICIPAL OVERSIGHT.** Access to reliable broadband service is increasingly important to the economic health of Kansas cities. However, federal action via legislation or orders from federal agencies must recognize the key role local governments play in such expansion, and it must not remove important planning and right of way authority from local governments. Cities must be afforded the continued right to address safety, health and welfare for both their citizens and other entities with valuable infrastructure in the right of way. In addition, the right of way serves as an important resource for citizens, and the right to offset costs of management and levy taxes should not be limited.

**ENERGY SPIKES.** We support federal review and investigation of the extraordinary energy price spikes seen throughout the Midwest in Winter 2021. Based on the information gathered, we encourage Congress and federal, regional and state agencies to make appropriate changes in laws and regulations governing natural gas and electricity production and sales in order to promote stability in energy prices.

**IMMIGRATION REFORM.** We support a federal solution to immigration reform. Any immigration policy should not negatively impact local governments with additional law enforcement or administrative burdens. We support Congress continuing assistance to under-served areas with large immigrant populations, who are attempting to remain in compliance with the United States Citizenship and Immigration Services.

**MEDICARE REIMBURSEMENT RATES.** We encourage the federal government to establish reasonable reimbursement rates.

**TRANSPORTATION.** We support consistent federal funding of the nation's surface transportation with increased support to critical regional infrastructure priorities.



**EVERY DAY COUNTS INITIATIVE.** We support the Federal Highway Administration's Every Day Counts initiative to enhance roadway safety, integrate automation, reduce traffic congestion, and shorten project delivery processes in order to save time, money, and resources.

**STORMWATER.** We support simple and flexible federal regulations of municipal stormwater run-off that allow for orderly and cost-effective development. The federal government should appropriate funds for research and for the development of pilot projects on stormwater management.

**WATER QUALITY.** We support a clean and safe public water supply and the protection of public health and aquatic life. We endorse federal investments and cooperative solutions that address water quality challenges and take into account municipal cost concerns.

**HAZARDOUS WASTE.** We urge federal agencies to work cooperatively with state and local governments in the development and approval of programs to identify, monitor and dispose of hazardous waste. Appropriate education and training should be provided prior to the implementation of such programs.

**TELECOMMUNICATIONS DATA.** We support the continued ability of public safety officials to access data from telecommunications companies in times of emergencies to assist investigations.

**RAIL SERVICE.** We support existing and enhanced passenger and freight rail service in Kansas. In many cases, this service is the only affordable alternative to highway transportation in communities. Changes to Amtrak service should not sacrifice this alternative nor the investments in the service by cities.

**RAILROAD QUIET ZONES.** We urge Congress to reexamine the Train Horn Rule with the Federal Railroad Administration. Rules for implementing quiet zones should be less burdensome and allow for differences in community circumstances while continuing to protect public safety. We also request Congress provide federal funds for the purpose of establishing quiet zones and consider new technology which may enhance the safety of quiet zones while minimizing or eliminating train horn noise.



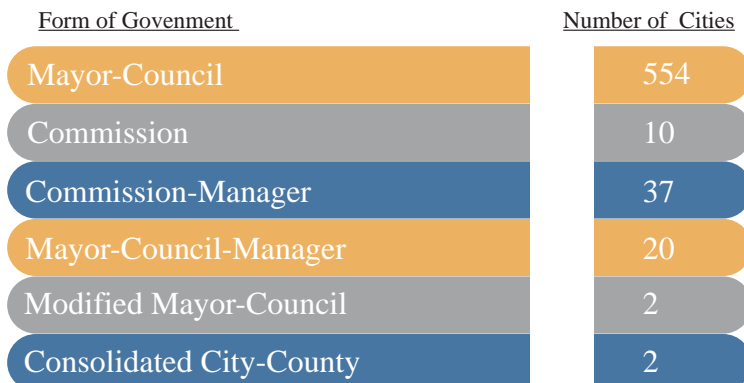
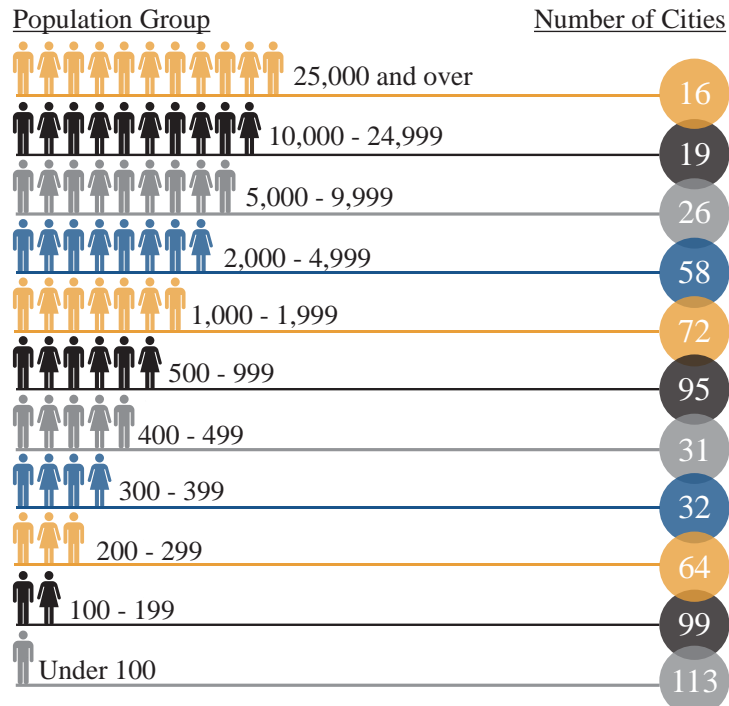
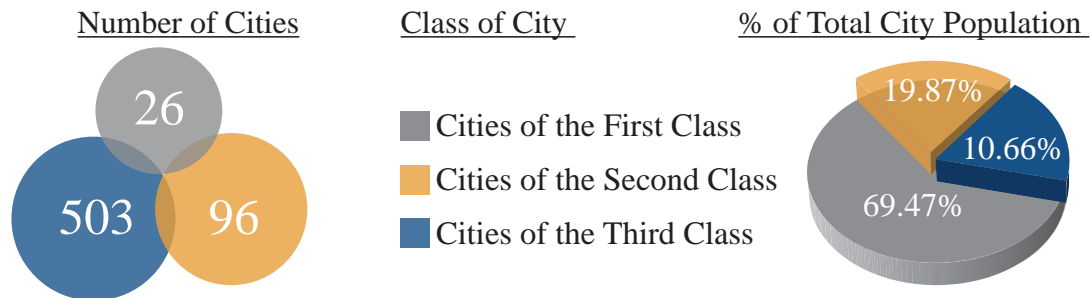
# CITY FACTS

Total Number of Incorporated Cities = 625

Total Population of the State = 2,913,805

Total City Population = 2,420,761

83.08% of the state's population resides in an incorporated city.



# LEAGUE LEGISLATIVE STAFF



**Erik Sartorius**  
Executive Director  
[esartorius@lkm.org](mailto:esartorius@lkm.org)  
(22<sup>nd</sup> Session)



**John Goodyear**  
General Counsel  
[jgoodyear@lkm.org](mailto:jgoodyear@lkm.org)  
(4<sup>th</sup> Session)



**Wendi Stark**  
Research Associate  
[westark@lkm.org](mailto:westark@lkm.org)  
(2<sup>nd</sup> Session)

## POLICY DEVELOPMENT

Each year, the League’s member cities identify common needs and goals, and the membership adopts a Statement of Municipal Policy (SMP) that is designed to help cities overcome obstacles and reach those goals. The SMP has evolved throughout the history of the League and guides the League governing body and staff during the legislative session and throughout the year.

The League’s Policy Committees, which are open to representation from all cities, are charged with developing policy recommendations and proposing amendments to the SMP. During the annual business meeting (held each year at the League’s annual conference), League members consider any revisions and adopt the SMP for the next year.

The SMP should be reflective of the needs of cities from across Kansas and should not benefit one city to the detriment of other cities. Each year, legislative priority items are reviewed and modified. Legislative priority items are of principal importance to the League that we advocate for every year (such as the advancement and preservation of Home Rule) or major issues impacting cities across that the state which will be under discussion during the coming legislative session.



## THE LEAGUE ADVOCATES FOR CITIES

The League advocates on our members' behalf to sponsor and encourage beneficial legislation for cities and oppose legislation that would be detrimental to our members' interest.



## THE LEAGUE OFFERS GUIDANCE

Member cities can contact the League with a legal inquiry or question. Additionally, we provide sample ordinances and guidance on legislation and rulemaking from both the state and federal level.

## COMMUNICATIONS & OUTREACH

Since 1914, the League has published the *Kansas Government Journal*, a publication for city, county and state government officials that is printed ten times a year. The League publishes a weekly e-newsletter, researches municipal issues affecting Kansas communities and develops programs for cities to use to engage their residents and reinforce the importance of civic engagement.

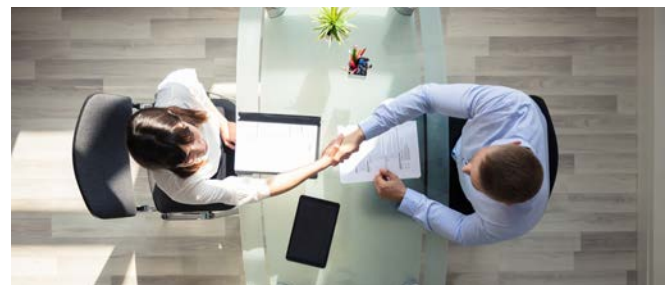


## MUNICIPAL TRAINING & EDUCATION

The League offers members a variety of education and training opportunities throughout the year. Our annual conference brings together leaders in municipal government to offer innovative ideas for cities. Throughout the year, the League works with professionals in the field to train, inspire and solve problems facing municipal leaders at all levels. The League offers over 30 manuals and publications on municipal issues ranging from finance and budgeting, personnel, planning, economic development, open meetings and open records to traffic ordinances.

## CONTRACT SERVICES

The League offers members a competitive rate to have the League engage in contract services, which include codification services, executive personnel search program (LEAPS) and personnel policies.





THE  
**LEAGUE**  
OF KANSAS MUNICIPALITIES

300 SW 8th Avenue, Suite 100  
Topeka, KS 66603  
(785)354.9565  
[www.lkm.org](http://www.lkm.org)

A Publication of The League of Kansas Municipalities  
*November, 2021*

## BEL AIRE SENIOR CITIZENS, INCORP.

OF

BEL AIRE, KANSAS

CONSTITUTIONARTICLE INAME

The name of this organization shall be known as the Bel Aire Senior Citizens, Incorp. of 4551 Auburn, Bel Aire, Kansas 67220

ARTICLE IIPURPOSE

1. The purpose of this organization shall be to promote opportunities for senior citizens to meet together as a group to provide educational and leisure time activities and to help citizens (older and younger) in our community who may have special needs.
2. To provide information to members on political and/or religious issues but refrain from making any endorsements. Each member shall be encouraged to vote his/her own convictions.
3. To promote intergenerational activities, share special skills, hobbies, recreational pursuits, etc., as determined by the group.

ARTICLE IIIMEMBERSHIP

1. Membership in this organization shall be open to persons fifty-five (55) years old and over, including spouses regardless of spouses age, for residents of Bel Aire and surrounding communities.
2. No person shall be denied membership because of race, color, creed or the inability to pay dues.
3. Membership dues shall be reviewed, determined and revised at the discretion of the Board of Directors. New cards shall be issued each year. Cards issued to members shall serve as a receipt of dues for the current year.
4. A survey of each member confirming name, address, telephone number, emergency information, etc., and also indicating preference of standing committee choice shall be on file with the Secretary.

ARTICLE IVOFFICERS

1. The officers, known as the Board of Directors, shall consist of: President, Vice-President, Secretary, Treasurer, and four (4) members at large.

2. The term of office shall be for two years. The President, Secretary, and two at-large members shall be elected one year and the Vice-President, Treasurer, and two at-large members shall be elected the alternate year. Elected officers will take office March 1 and serve through February of their term.
3. If a vacancy occurs in any elected office, the unexpired term of that office shall be filled by the Board of Directors, except for the office of President. The Vice-President shall be appointed by the Board of Directors.

## BY-LAWS

### ARTICLE I

#### DUTIES OF OFFICERS AND STANDING COMMITTEES

1. President: The President shall preside at all meetings of the members and at all meetings of the Board of Directors. The President, subject to the control of the Board of Directors, shall have general supervision and direction over the Corporation. The President shall be an ex-officio member of all the standing committees.
2. Vice-President: In the absence of the President, the Vice-President shall perform the duties of the President. The Vice-President shall also serve as Chairman of the Program Planning Committee.
3. Secretary: The Secretary shall keep, or cause to be kept, a book of minutes of all meetings, both regular and special. The Secretary shall have other powers and perform such other duties as may be prescribed by the Board of Directors.
4. Treasurer: The Treasurer shall keep and maintain, or cause to be kept, an adequate and correct account of the properties and business transactions, including assets, liabilities, receipts and disbursements. The Treasurer shall issue membership cards upon the payment of dues and keep a listing of current membership. The Treasurer shall be responsible to see that all financial reports be prepared for the Corporation.
5. Members at-large: Members at-large shall be assigned duties as deemed appropriate by the Board of Directors.
6. Quorum: A majority of members of the Board or a Committee at any meeting shall constitute a quorum.

### ARTICLE II

#### STANDING COMMITTEES

1. Standing Committees shall be appointed by the Board of Directors from the general membership. Terms are for one year.
2. Each Committee shall organize with a Chairman from their membership with the exception of the Program Committee whose Chairman shall be the elected Vice-President.
3. Standing Committees and their responsibilities shall be:
  - a. Social Planning and Refreshments--shall be in charge of the meeting room for meals and seeing that the building is left clean and orderly. They shall be in charge of planning meals for special occasions.
  - b. Publicity-- shall be responsible for seeing that inform-

- ation about special programs and events are released to the various media as applicable.
- c. Program-- shall be in charge of all programs and/or entertainment. The Vice-President shall serve as Chairman of this Committee.
  - d. Calling Committee-- is for the purpose of contacting members. This Committee shall notify the Board of any special needs of the members.
  - e. Nominating Committee-- shall meet to prepare a slate of officers for nomination in December, to be voted on in January and installed at the last meeting in February. It shall consist of three members who are not presently serving on the Board of Directors.
  - f. Finance-Ways and Means Committee-- President, Secretary and Treasurer shall be ex-officio members of this Committee. A bank account is to be established in the name of Bel Aire Senior Citizens, Incorp. at the Chisholm Trail State Bank. The authorized signatures are to be the Treasurer and the President. This Committee shall investigate and present methods of raising funds necessary to meet current expenses and/or needs.
  - g. Historian-- shall collect, organize and compile records, newspaper articles, pictures, etc., of all activities, past and current, which would be of interest in preserving club history.
  - h. Membership-- shall be responsible for contacting potential members and following up on inactive members.
  - i. Additional committees may be appointed by the Board of Directors as needed.

### ARTICLE III

#### MISCELLANEOUS

- 1. The current revision of Roberts Rules of Order shall be used for the conduct of all members and directors meetings.
- 2. Quorum: Twenty percent of the membership shall constitute a quorum at all meetings where business is to be transacted.
- 3. These Articles and By-Laws may be amended at any regularly scheduled meeting, provided the membership at large is notified of the proposed change at least two weeks prior to the meeting. The proposed change must pass by a two-thirds (2/3) vote of those present and voting.

Adopted March 26, 1990

# Articles of Incorporation

D- \_\_\_\_\_

We, the undersigned, incorporator(s), hereby associate ourselves together to form and establish a corporation NOT for profit under the laws of the state of Kansas.

Article One: The name of the corporation is Bel Aire Seniors Club, Inc.

Article Two: The address of its registered office in Kansas is 5317 E 39TH ST North  
(Street Address or Rural Route)  
in the city of Wichita (City), county of Sedgwick (County), 67220 (Zip Code)  
and the name of the resident agent in charge thereof at the above address is: \_\_\_\_\_

Carolyn A. Smith

Article Three: This corporation is organized NOT for profit and the nature of its business or purposes to be conducted or promoted is Inform, Educate and provide services for  
Senior Citizens in Bel Aire

Article Four: Will this corporation have authority to issue capital stock? Yes \_\_\_\_\_ No X  
If yes, the total number of shares which this corporation shall be authorized to issue is as follows:  
\_\_\_\_\_ shares of \_\_\_\_\_ stock, class \_\_\_\_\_ par value of \_\_\_\_\_ dollars each  
\_\_\_\_\_ shares of \_\_\_\_\_ stock, class \_\_\_\_\_ par value of \_\_\_\_\_ dollars each  
\_\_\_\_\_ shares of \_\_\_\_\_ stock, class \_\_\_\_\_ without nominal or par value  
\_\_\_\_\_ shares of \_\_\_\_\_ stock, class \_\_\_\_\_ without nominal or par value

If applicable, state in the space below any designations, powers, preferences, rights, qualifications, limitations or restrictions applicable to any class of stock or any special grant of authority to be given to the board of directors:

Article Five: Are the conditions of membership to be fixed by the by-laws? Yes X No \_\_\_\_\_  
If no, state the conditions of membership here: \_\_\_\_\_

Article Six: The name and mailing address of each incorporator is as follows:

Carolyn A. Smith 5317 E 39TH ST North, Wichita, KS 67220

FILED  
SECRETARY OF STATE  
KANSAS

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Article Seven: The name and mailing address of each person who is to serve as a director until the first meeting of the stockholders or until a successor is elected and qualified is as follows:

Carolyn A Smith 5317 E 39TH ST North Wichita, KS 67220

Article Eight: Is this corporation to exist perpetually? Yes X No \_\_\_\_\_  
If no, the term for which this corporation is to exist is \_\_\_\_\_

In Testimony Whereof, we have hereunto subscribed our names this 7th day of October, A.D. 2003  
(Signatures must correspond to the names of the incorporators listed in Article Six.)

Carolyn A. Smith

State of Kansas ss.  
County of Sedgewick

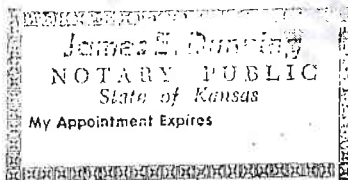
Before me, a Notary Public in and for said county and state, personally appeared

Carolyn A Smith

who are known to me to be the same persons who executed the foregoing Articles of Incorporation and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal, this 7th day of

(Seal)



October, A.D. 2003  
James E. Dunning  
(Notary Public)

My Appointment or commission expires June 1, 2006

PLEASE SUBMIT THIS DOCUMENT IN DUPLICATE,  
WITH \$75 FILING FEE, TO:

Secretary of State  
2nd Floor, State Capitol  
Topeka, KS 66612-1594  
(913) 296-4564

**NP**  
**50**

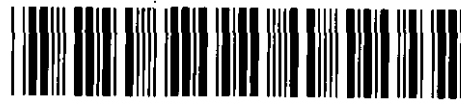
**Not-for-Profit Corporation**  
**Annual Report**

Memorial Hall, 1st Floor  
120 S.W. 10th Avenue  
Topeka, KS 66612-1594

(785) 296-4564  
kssos@ks.gov  
www.sos.ks.gov

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Section I, Item B.  
**FILE**  
01-13-2021  
01:36:25 PM  
FILE#: 3532520



05793642

**1. Business entity ID #**

This is not the Federal Employer ID Number (FEIN).

353 2520

**2. Name of corporation**

(17-7504(a)(1))

Must match name on record with Kansas Secretary of State.

Bel Aire Seniors Club, Inc.

**3. Principal office address**

Must be a street, rural route, or highway. A P.O. box is unacceptable.

(17-7504(a)(2))

Address

5317 E. 39th St. N.

City

Bel Aire

State

KS

Zip

67220

Country

USA

**4. Tax closing date**

Month

12

Year

2020

**5. State of incorporation**

Kansas

**6a. Name, title, and address of each officer of corporation**

If additional space is needed, please provide attachment.

Do not leave blank.

(17-7504(a)(3))

Name

Carolyn Smith

Title

President

Address

5317 E. 39th St. N.

City

Bel Aire

State

KS

Zip

67220

Country

USA

Name

Marlene Otto

Title

Secretary

Address

4897 E. Ashton

City

Bel Aire

State

KS

Zip

67220

Country

USA

Name

Merrin E. Kessler

Title

Treasurer

Address

5700 E. 41st St. N.

City

Bel Aire

State

KS

Zip

67220

Country

USA

1/10/2021



**of each member of governing body of corporation**

If additional space is needed, please provide attachment.

Leave this question blank if the governing body members and officers are the same.

(17-7504(a)(3))

Joyce Tammany		6117 E. Perryton		Section I, Item B.	
City	Bel Aire	State	KS	Zip	67220
		Country	USA		
Name		Address			
Gary Spangler		924 N. Sheridan			
City	Wichita	State	KS	Zip	67203
		Country	USA		
Name		Address			
Terry Dear		909 N. Clara			
City	Wichita	State	KS	Zip	67212
		Country	USA		

**7. Federal Employer Identification Number (FEIN)**  
(Not required)

■ Answer either Question 8 or Question 9. (17-7504(a)(4))

**8. Total number of shares of capital stock issued**

**9. Total number of memberships**

Must be numeric. "NA" or "-" is unacceptable.

27

**10a. Does this corporation hold more than 50% equity ownership in any other business entity that is filed with the Kansas Secretary of State?** (17-7504(a)(5))

☐ Yes (Complete Question 10b.) ☒ No (Skip to Question 11.)

**10b. Name and ID number of each business**

Name and ID # should be provided exactly as filed with Kansas Secretary of State.

Business Entity Name	Business Entity ID Number (Not FEIN)
Business Entity Name	Business Entity ID Number (Not FEIN)
Business Entity Name	Business Entity ID Number (Not FEIN)

**11. Does this corporation own or lease land in Kansas that is suitable for use in agriculture?** (17-7504(b))

This question does not apply to 1) tracts of land of fewer than 10 acres, 2) contiguous tracts of land that are fewer than 10 acres in aggregate, or 3) state-assessed railroad operating property.

☐ Yes (Complete Attachment AG.) ☒ No (Skip to Question 12.)

**12. I declare under penalty of perjury pursuant to the laws of the state of Kansas that the foregoing is true and correct.** (17-7504(c))

Signature of Authorized Signer

X *Marvin E. Kessler*

Name of Signer (printed or typed)

Marvin E. Kessler

01/10/2021

Title/Position (Required)

Treasurer

Phone Number

316 744 3867

4/10/2021

Attachment, Bel Aire Seniors Club, Inc.

ID # 350-2500

Section I, Item B.

Governing Body, Item 6b

Chris Slaby	5614 E. 41st St. N.	
Bel Aire	KS 67220	LSA

KANSAS SECRETARY OF STATE  
NON-CERTIFIED WEB COPY  
4/22/2021 11:39:42 AM

# CITY OF BEL AIRE

## BEL AIRE SENIORS FUNDING POLICY

There will be two senior groups – Senior Center and Senior Club

### Organization – Senior Center:

- The City Council shall act as the Senior Center Board of Directors (Per Contract)
- The City Manager shall appoint a Senior Director. (Per Contract)
- The Senior Center shall form a Planning Committee consisting of 4 – 7 members annually in January.
- The Planning Committee shall meet semi-annually with Senior Center Staff to plan required events (8 or more baseline events, 10 or more special events and 34 or more educational events). Senior Staff shall assist in meeting these requirements. (Per Contract)
- The Director, or designee, will attend required meetings for the County, administer the budget, be available to meet with the planning committee, supervise any Senior Center employees, track attendance of events and any other requirements from Sedgwick County.
- All activities will be promoted under Bel Aire Senior Center. (Per Contract) i.e. flyers, website, newspapers, channel 7 etc.
- The Recreation Center and City Hall are available for senior activities.

### Organization – Senior Club:

- The Senior Club may remain a 501c3 and elect an executive board as well as officers.
- The Senior Club, of its own accord, may contract with individuals or other groups for assistance at their own expense.
- The Senior Club may utilize the Bel Aire Recreation Center for monthly dinners or other events. These events will be promoted and scheduled with the Rec Director.
- May utilize current storage facilities at Rec Center.
- The Senior Director will be available to meet with the Senior Club or their board when requested, assist with activities upon mutual agreement between the Senior Club and Senior Director and assist with tracking attendance at events.

### Finances – Senior Center

- The 2015 Senior Center Budget shall be \$28,700.
- The City receives \$18,000 from Sedgwick County for senior staff salaries and benefits. (Per Contract)
- The City will allot \$5,000 for the Senior Center events, training and instructors.
- The City Council may adopt a fee structure with input from the senior members.
- Certain activities or training may require additional fees to those attending to cover the cost of the training, transportation, etc.



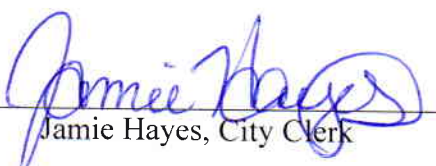
- Senior Center members may take on fundraising to pay for expenses not covered by the City or special projects. That money will be deposited separately and can be used for special functions, donations, etc.
- Any unspent funds at the end of the year shall be returned to the General Fund.
- The Senior Center will take attendance at functions and shall give those numbers to the Senior Director monthly. Attendance at functions only requires the first and last name of the person attending the event as required by Sedgwick County Department of Aging. Each Senior Center participant must complete a membership form as required by the Sedgwick County Department of aging. This form only needs completed once per year.

#### Finances – Senior Club

- The Senior Club will have its own financial accounts and be responsible for fundraising, expenses and accounting.
- The Senior Club may use the Rec Center for social events at no charge but those events must be promoted and scheduled through the Rec Director.
- The Senior Club must pay for any costs associated with hiring individuals or others groups for assistance.
- Senior Club will receive \$2,500.00 from the City in January for activities.
- Any unspent funds at the end of the year shall be returned to the City.
- The Senior Club will present a semi-annual report to the City Council detailing the events held, number of those attending as well as an accounting of how the City funds were spent. The first report shall be due by June 15<sup>th</sup> and the second report by December 15<sup>th</sup>.
- The Senior Club will provide program information on events to be held at the Rec Center to the Senior Director by the 15<sup>th</sup> of each month.
- The Senior Club will take attendance at functions held at the Rec Center and shall give those numbers to the Senior Director monthly. Attendance at functions only requires the first and last name of the person attending the event as required by Sedgwick County Department of Aging. Each Senior Club participant must complete a membership form as required by the Sedgwick County Department of Aging. This form only needs completed once per year.

Adopted this 7<sup>th</sup> day of October, 2014 by the Bel Aire City Council.

  
\_\_\_\_\_  
David Austin, Mayor

  
\_\_\_\_\_  
Jamie Hayes, City Clerk

# CITY OF BEL AIRE

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- The Senior Club may use the Rec Center for social events at no charge but those events must be promoted and scheduled through the Rec Director.
- The Senior Club must pay for any costs associated with hiring individuals or others groups for assistance.
- Senior Club will receive an annual appropriation as budgeted each fiscal year from the City in January for future activities.
- Any unspent funds at the end of the year shall be returned to the City.
- The Senior Club will present a semi-annual report to the City Council detailing the events held, number of those attending as well as an accounting of how the City funds were spent. The first report shall be due by June 15<sup>th</sup> and the second report by December 15<sup>th</sup>.
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Adopted this 20 day of March, 2018 by the Bel Aire City Council.

  
\_\_\_\_\_  
David Austin, Mayor

  
\_\_\_\_\_  
Stacey Cook, City Clerk



# City of Bel Aire Senior Services Engagement Report

Prepared by  
Wichita State University

*Public Policy and  
Management Center*

February 2020

Paula Downs, Talent and  
Professional Services  
Manager

[www.wichita.edu/ppmc](http://www.wichita.edu/ppmc)



WICHITA STATE  
UNIVERSITY

*DIVISION OF DIVERSITY AND  
COMMUNITY ENGAGEMENT*

*Public Policy and  
Management Center*



## Background

The Public Policy and Management Center (PPMC) at Wichita State University assisted the City of Bel Aire with an engagement process to capture input around the future of senior services in the community. The PPMC engaged seniors to gather feedback that would be used to assist the City in making decisions around senior services staffing needs, program and activities, and funding levels. Senior community members were able to provide input by attending one of two focus group meetings or by responding to an online or printed survey. Engagement opportunities were made available to 200 Bel Aire seniors.

## Feedback

Input was provided by approximately 40 seniors who responded to the following questions:

1. What is your favorite thing about Bel Aire Senior Services as they are today?
2. What does Bel Aire Senior Services do well?
3. What things about Bel Aire Senior Services could be improved?
4. What activities or educational sessions that you've attended have been helpful or impactful for you?
5. What types of events, activities or education sessions would you like to see in the future?
6. What other thoughts would you like for us to take back to the City regarding Senior Services?

Feedback has been summarized into the following categories:

### Communication

Seniors overall appreciate the opportunity to receive email notifications and the monthly calendar. There are concerns about the accuracy and timeliness of the information. The following input was received:

- There are issues with the email lists and who receives them - they need to be updated
- Emails need to be sent out in a timely manner - early in the day, since most seniors check emails only once a day
- Cancellation of events or changes in locations or times need to be announced in a timely manner through multiple channels
- Email and calendar information often do not match up or are not consistently received

- It would be helpful to have all senior activities listed in one place, so everyone is clear about events and activities

## Events

The senior community is relatively happy with the variety of events offered to them. They enjoy the ability to network and socialize with other seniors in the community. They appreciate the accessibility and availability of space at the Recreation and Senior Centers. They do enjoy education events, however, some of the subjects are not appealing and they don't like presentations that become focused on selling something. They would like to see new educational presentations instead of the same ones every year.

### Favorite events and activities:

- Potlucks (would like to have the main dish provided since seniors are on limited budgets)
- Antiques Roadshow
- Book club
- Card clubs- bridge, pitch, etc.
- Line dancing
- Exercise classes
- Health events- flu shots, etc.
- Medicare/Medicaid enrollment assistance
- Dynamic aging classes
- Sewing club
- Walking club

### Events/Activities they want to return or be initiated:

- Bingo
- Arts/Crafts
- Music events
- Presentations on community issues, opportunities
- Genealogy classes
- "How to" classes: sewing, cooking, sign language, gardening/composting
- Technology classes: computer, social media, cellphones
- Scam awareness
- Health classes (mental, nutrition)
- Legal: wills, trusts, etc.
- Presentations: Chief of Police; EMS, Health Department, Aging
- Day trips- restaurants for dinner; seasonal events/activities; cultural events- local, across the state, or nearby state

- Volunteer opportunities in Bel Aire and/or area
- Organization/downsizing

### Participation

There is an awareness that participation has declined in the events and activities. It is recognized that in order to continue senior opportunities there needs to be increased involvement. Seniors advocated for growing involvement by outreach and some marketing efforts. Multiple individuals suggested that participation could be increased with the assistance of a consistent coordinator position. It was suggested that the coordinator position could assist in updating and developing email lists, developing and distributing improved communication information, develop and distribute welcome packets and information on senior events/activities and gathering information on senior events/activities in the area.

### Accountability and Transparency

Feedback consistently stated that there should be a single senior group for the community. There is confusion related to having two separate groups who are funded by the City. Due to low membership/participation, there was a lot of discussion about consolidating efforts to create a more robust senior program. Seniors want to be involved in an advisory/planning board capacity to assist in developing events/activities and information for seniors in the community. It was discussed that funding should be provided to a single group and that budgets and reports be developed in conjunction with a senior representative from the advisory board. Advisory Board responsibilities should also include reviewing mandatory activities prescribed by Sedgwick County funding to provide suggestions on how to comply with requirements and meet the needs of seniors. Seniors also wanted the opportunity to participate in the process of hiring a coordinator position.

### Recommendations

Seniors who participated in this engagement process provided valuable feedback on the current state of services and ideas on how to enhance senior services in the city. They appreciate the city staff support and the accessibility and availability of space at the Recreation and Senior Centers. They see opportunities to improve and expand services to seniors and they want to be part of identifying and developing events, activities and outreach.

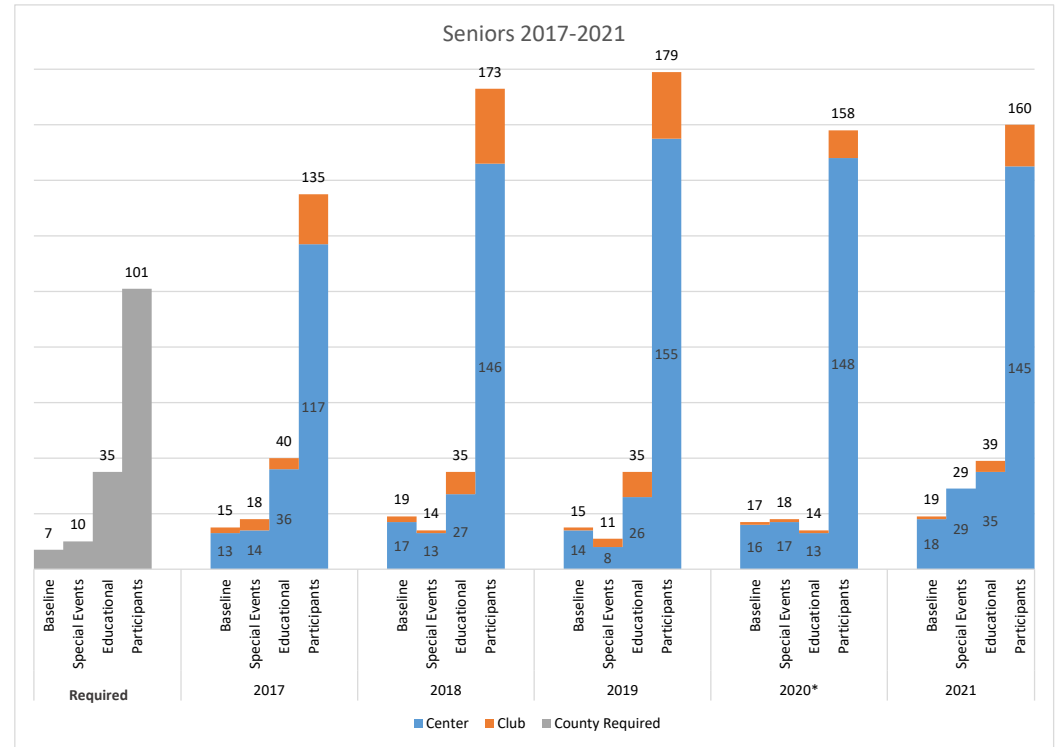
The PPMC offers the following recommendations for consideration to improve, better coordinate and enhance senior services in the City of Bel Aire:

1. Provide a single senior services program via staff and funding support. A single senior services program will reduce duplication of events/activities, program confusion, and ensure consistent opportunities to all seniors in the community.
2. Evaluate Sedgwick County funding; to determine if the funding requirements are meeting the needs of Bel Aire seniors, and to identify if there are alternative ways to increase participation in the funding required activities.
3. Senior services should be supported by a designated city staff member, either existing or hired, at least part time. Responsibilities could include, but are not limited to, the following activities:
  - a. Development of a communication plan to ensure event and activity information is accurate and timely. Specific tools could include emails, calendars, newsletter, etc.;
  - b. Development and updating of email, phone and address information for the purposes of communicating information to seniors in the city;
  - c. Identify, develop and deliver events, activities, presentations, etc. with the assistance and input of an advisory board;
  - d. Identify and utilize volunteers to enhance services. Volunteers can provide presentations, lead activities or events, be sponsors, etc.;
  - e. Research, gather and distribute information on senior activities/events provided by other organizations and cities in the area;
  - f. Provide educational information on senior topics and activities via a newsletter. This effort could include information from contributing authors and could be enhanced with advertisements and/or sponsors;
  - g. Identify opportunities to partner with other organizations, cities, etc. to expand event/activity opportunities;
  - h. Research and apply for additional funding opportunities, including grants, sponsorships, etc.
4. Develop a planning committee of 4 – 6 members with a designated chair to identify and plan events and activities aligned with funding. This committee would meet regularly and be engaged in all planning, development and delivery activities.
5. With staff and planning committee support, develop an outreach plan to increase participation in events and activities. The plan should identify outreach opportunities at assisted living facilities, churches and other organizations, and host a table at local events. Outreach materials should be considered and could include information packets, newsletters and advertisement in local media outlets.



County Required	Center	Club	County Required	Total
Baseline			7	7
Special Events			10	10
Educational			35	35
Participants			101	101
2017				
Baseline	13	2		15
Special Events	14	4		18
Educational	36	4		40
Participants	117	18		135
2018				
Baseline	17	2		19
Special Events	13	1		14
Educational	27	8		35
Participants	146	27		173
2019				
Baseline	14	1		15
Special Events	8	3		11
Educational	26	9		35
Participants	155	24		179
2020*				
Baseline	16	1		17
Special Events	17	1		18
Educational	13	1		14
Participants	148	10		158
2021				
Baseline	18	1		19
Special Events	29	0		29
Educational	35	4		39
Participants	145	15		160

\*COVID year county did not enforce requirements



\*COVID year county did not enforce requirements

## Bel Aire Seniors Club Inc.

06/30/17

## Semi Annual Report on City Fund

Received City of Bel Aire check on 01/31/17  
for \$2,500.00

## Expended:

Stamps	\$ 98.00
Donations to Monthly Feature Orgs.	50.00
Donations to Memorials	20.00
Directory Copies	1.72
Supplement Feb. Pot Luck dinner	7.51
Bingo Prizes	11.83

Balance \$ 2,309.94

Page 1 of 2

## Bel Aire Seniors Club, Inc.

## Semi-Annual Report - Events / Attendance

06/30/17

<u>Date</u>	<u>Event</u>	<u>Attendance</u>
01/03/17	Breakfast @ Cracker Barrel	15
01/05	Game Day @ Rec. Ctr	3
01/09	Lunch @ Olive Garden	13
01/18	Men's Coffee @ Braums	3
01/18	Women's Coffee @ Braums	5*
01/23	Pot Luck Dinner @ Rec. Ctr, Feature: Richard Caldwell, 'WWII Songs'	22
02/02	Game Day @ Rec. Ctr.	4
02/07	Breakfast @ IHOP	12
02/13	Lunch @ Carlos O'Kelly's	17
02/15	Men's Coffee @ Braums	3
02/15	Women's Coffee @ Braums	5
02/27	Pot Luck Dinner @ Rec. Ctr, Feature: Bingo	19
03/02	Game Day @ Rec. Ctr.	6
03/07	Breakfast @ Copper Over	14
03/13	Lunch @ Bricktown Brewery	17
03/15	Men's Coffee @ Braums	3
03/15	Women's Coffee @ Braums	6*
03/27	Pot Luck Dinner @ Rec. Ctr. feature: Threelane Theater	18

## Bel Air Seniors Club, Inc.

Page 2 of 2

## Semi-Annual Report - Events / Attendance

<u>Date</u>	<u>Event</u>	<u>06/30/17</u> <u>Attendance</u>
04/04	Breakfast @ Livingston's	13
04/06	Game Day @ Rec. Ctr.	5
04/10	Lunch @ Hot & Horn	9
04/19	Men's Coffee @ Braums	3
04/19	Women's Coffee @ Braums	6
04/24	Pot Luck Dinner @ Rec. Ctr. Feature: Marty Johnson, 'Transcontinental Bike Trip'	17
<del>#</del>		
05/02	Breakfast @ IHOP	14
05/04	Game Day @ Rec. Ctr.	6
05/08	Lunch @ Shearman Field	15
05/08	Tour Doll Museum @ Towanda	11
05/17	Men's Coffee @ Braums	3
05/17	Women's Coffee @ Braums	5 *
05/22	Pot Luck Dinner @ Rec. Ctr. Feature: 'Prison Ministry'	21
06/01	Game Day @ Rec. Ctr.	2
06/06	Breakfast @ IHOP	13
06/12	Lunch @ Applebees	18
06/21	Men's Coffee @ Braums	2
06/21	Women's Coffee @ Braums	6
06/26	Pot Luck Dinner @ Rec. Ctr. Feature: Ty Lasher, City Mgr. 'Bel Air Update'	16

All Events Attendance Total: 370

\* = Estimate, record missing.



## Bel Aire Seniors Club, Inc.

Semi-annual Report on City Fund

12/20/17

Balance on June 30, 2017

\$ 2,309.94

Expended 6/30/17 thru 12/20/17:

Donations to Memorials \$ 10.00

Donations to Monthly Program Features

Non-profits and ministries 225.00

Donation to Wichita Art Museum 50.00

Food for 7/24 dinner

(in lieu of pot luck dinner) 262.81

Expenses re "Meet the Candidates" 64.85

Supplement Day Trip "Home on the Range"

w / Wichita State Univ.

903.34

Stamps, copies 52.62

Supplement December Dinner 358.83

Admission to Botanica "Illuminations" 190.00

Busto Botanica 300.00

Total Expended. \$ 2,417.45

Balance 12/20/17

(\$107.51)

Bel Aire Seniors Club, Inc.

Sheet 1 of 2

## Semi-annual Report: Events / Attendance

12/20/17

<u>Date</u>	<u>Event</u>	<u>Attendance</u>
07/02	Kechi Playhouse	4
07/04	Breakfast @ IHOP	14
07/06	Game Day @ Rec. Ctr.	5
07/10	Lunch @ Asian Super Buffet	11
07/19	Men's Coffee @ Braums	3
07/19	Women's Coffee @ Braums	4
07/20	Lunch @ Wichita Art Museum	13
	Guided Tour of WAM	13
07/24	Pot Luck Dinner @ Rec. Ctr. (Main items purchased) Feature: Sedgwick Co. Fire Dept.	22
08/01	Breakfast @ IHOP	15
08/03	Game Day @ Rec. Ctr.	5
08/14	Lunch @ Livingston's	17
08/16	Men's Coffee @ Braums	3
08/16	Women's Coffee @ Braums	5
08/28	Pot Luck Dinner @ Rec. Ctr. Feature: Bingo	19
09/03	Birthday Visit @ Catholic Care Ctr.	8
09/05	Breakfast @ Cracker Barrel	15
09/07	Game Day @ Rec. Ctr.	6
09/11	Lunch @ Olive Garden	14
09/20	Men's Coffee @ Braums	3
09/20	Women's Coffee @ Braums	7

cont'd. pg 2

Bel Aire Seniors Club, Inc.

Sheet 2 of 2

## Semi-annual Report : Events / Attendance

12/20/17

Date	Event	Attendance
09/25	Pot Luck Dinner @ Rec. Ctr. Feature : Sweet Adelines Chorus	23
10/03	Breakfast @ Livingston's	14
10/05	Game Day @ Rec. Ctr.	4
10/09	Lunch @ Bread Basket	16
10/14	Day Trip : "Home on the Range" With Wichita State Univ.	10
10/18	Men's Coffee @ Braums	4
10/18	Women's Coffee @ Braums	5
10/23	Pot Luck Dinner @ Rec. Ctr. Feature : Bingo	19
11/02	Game Day @ Rec. Ctr.	5
11/07	Breakfast @ IHOP	13
11/13	Lunch @ Riverside Cafe, West	12
11/13	Guided Tour @ Raptor Center, Goddard, KS (late cancel by them)	0
11/15	Men's Coffee @ Braums	4
11/15	Women's Coffee @ Braums	5
11/27	Pot Luck Dinner @ Rec. Ctr. Feature: Chris Quint "Balancing Strategies"	22
12/05	Breakfast @ Jimmies Diner	16
12/07	Game Day @ Rec. Ctr.	4
12/11	Dinner @ Candle Club	31
12/14	Bus to Botanica "Illuminations"	19
12/20	Men's Coffee @ Braums	4 estimate
12/20	Women's Coffee @ Braums	5 estimate

Total Attendance, All Events: 464

## Bel Aire Seniors Club, Inc.

Pg 1 of 4

## Semi Annual Report on City Fund

12/21/18

Balance on June 27, 2018

\$1317.01

Additional Funding - City of Bel Aire

1,500.00

\$ 2,817.01

Expended 6/27 — 12/21 :

## • Donations:

- Memorials 10.00
- Monthly Feature organizations 225.00
- Reimburse member (event prior to 6/27) 34.00
- Supplement Day Trip of 11/27 1,197.05
- Supplement event of 11/09 391.49
- Catered Dinner of 11/20 443.61
- Supplement Dec. Dinner 381.98
- Office supplies, stamps 100.00
- Kitchen Supplies 36.70

Total Expended \$2,819.83

Balance 12/21/18

(\$ 2.82)



Bel Aire Seniors Club, Inc.

Pg 2 of 4

## Semi Annual Report - Events / Attendance

12/21/18

<u>Date</u>	<u>Event</u>	<u>Attendance</u>
7/3/18	Breakfast @ IHOP	15
7/5	Game Day @ Rec. Ctr.	3
7/9	Lunch @ Fazoli's	12
7/18	Men's Coffee @ Braum's	4
7/18	Women's Coffee @ Braum's	8
7/23	Pot Luck Dinner @ Rec. Ctr. feature: Ty Lasher, Bel Aire City Mgr.	13
8/2	Game Day @ Rec. Ctr.	9
8/7	Breakfast @ Livingstons	12
8/13	Lunch @ Olive Garden	12
8/15	Men's coffee @ Braum's	2
8/15	Women's coffee @ Braum's	7
8/27	Pot Luck Dinner @ Rec. Ctr. feature: Group comments on favorite dogs	20
9/4	Breakfast @ Delano Diner	13
9/16	Game Day @ Rec. Ctr.	4
9/10	Lunch @ Applebee's	13
9/19	Men's Coffee @ Braum's	2
9/19	Women's Coffee @ Braum's	7
9/24	Pot Luck Dinner @ Rec. Ctr. feature: Teresa Smith; Vocational Program, Butler Co. Spec. Ed	23

BelAire Seniors Club, Inc.

pg 3 of 4

## Semi Annual Report - Events/Attendance

12/21/18

<u>Date</u>	<u>Event</u>	<u>Attendance</u>
10/2/18	Breakfast @ IHOP	17
10/4	Game Day @ Rec. Ctr.	4
10/8	Lunch @ Carnegie Crossing	19
10/17	Men's Coffee @ Braum's	3
10/17	Women's Coffee @ Braum's	7
10/22	Pot Luck Dinner @ Rec. Ctr. feature: Nichole Brown; Great Plains Nature Ctr.	18
11/1	Game Day @ Rec. Ctr.	3
11/3	Christian Youth Theater "Newsies" stage Show	2
11/6	Breakfast @ IHOP	15
11/9	Dinner and Show @ Prairie Rose Chuckwagon Ranch	14
11/12	Lunch @ Olive Garden	12
11/17	Day Trip - WSU Community Educ. "Famous People & Places of SE KS."	13
11/21	Men's Coffee @ Braum's	2
11/21	Women's Coffee @ Braum's	3
11/21	Dinner @ Rec. Ctr. by EZ Catering/Olive Garden	24

Bel Airz Seniors Club, Inc.

pg 4 of 4

Semi-Annual Report- Events/Attendance

12/21/18

Date	Event	Attendance
12/4/18	Breakfast @ IHOP	10
12/6	Game Day @ Rec. Ctr. (Cancelled)	-
12/10	Dinner @ Candle Club Feature: Midian Shrine Jazz Band	33
12/19	Men's Coffee @ Braum's	4
12/19	Women's Coffee @ Braum's	7

Total Attendance - All Events

383

# Bel Aire Seniors Club, Inc.

Semi Annual Report on City Fund

6/27/18

Received City of BelAire check  
on 1/13/18

\$ 2,500.00

Expended 1/13 — 6/26 :

Stamps

\$ 59.80

Receipt Book

11.28

Donations to Memorials

50.00

Donations to Monthly Feature Orgs.

25.00

Directory Copies

8.55

Admission to 4/26 event \*

(6.00)

Supplement Day Trip of 5/19

769.55

Food purchased in lieu of  
pot luck dinner 4/25

265.01

Balance

\$ 1,317.01

\* Had collected \$600 more from attendees  
than used from City Fund.



## Bel Aire Seniors Club, Inc.

## Semi-Annual Report - Events/Attendance

6/27/18

<u>Date</u>	<u>Event</u>	<u>Attendance</u>
1/2/18	Breakfast @ Cracker Barrel	14
1/4	Game Day @ Rec. Ctr.	6
1/8	Lunch @ Olive Garden	14
1/17	Men's Coffee @ Braum's	3
1/17	Women's Coffee @ Braum's	8
1/22	Pot luck Lunch @ Rec. Ctr. feature: Bingo	10
2/1	Game Day @ Rec. Ctr.	5
2/6	Breakfast @ IHOP	14
2/12	Lunch @ Deano's	16
2/21	Men's Coffee @ Braum's	4
2/21	Women's Coffee @ Braum's	5
2/26	Pot Luck Lunch @ Rec. Ctr. feature: Johnson's Garden Ctr.	12
3/1	Game Day @ Rec. Ctr.	4
3/6	Breakfast @ Livingston's	15
3/12	Lunch @ Hoof and Horn	16
3/21	Men's Coffee @ Braum's	2
3/21	Women's Coffee @ Braum's	6
3/26	Pot Luck Dinner @ Rec. Ctr. feature: City Council Electees	18 + 8 guests

Page 2015

## Bel Aire Seniors Club, Inc.

## Semi-Annual Report - Events / Attendance 6/27/18

<u>Date</u>	<u>Event</u>	<u>Attendance</u>
4/3/18	Breakfast @ IHOP	14
4/5	Game Day @ Rec. Ctr.	6
4/9	Lunch @ Golden Corral	9
4/18	Men's Coffee @ Braum's	2
4/18	Women's Coffee @ Braum's	7
4/23	Pot Luck Dinner @ Rec. Ctr. feature: Westar Energy "Grass Roots Project"	23
4/26	Christian Youth Theater "Hello Dolly" stage show	9
5/1	Breakfast @ IHOP	9
5/3	Game Day @ Rec. Ctr.	4
5/14	Lunch @ Chili's	12
5/16	Men's Coffee @ Braum's	3
5/16	Women's Coffee @ Braum's	6
5/19	Day Trip: WSU Community Educ. "Hidden Treasures of Kansas"	11
5/21	Pot Luck Dinner @ Rec. Ctr. Feature: "Four Legged Project"	20

## BelAire Seniors Club, Inc.

## Semi-Annual Report - Events / Attendance 6/27/18

<u>Date</u>	<u>Event</u>	<u>Attendance</u>
6/5	Breakfast @ IHOP	12
6/7	Game Day @ Rec. Ctr.	5
6/11	Lunch @ Stearns Field	13
6/20	Men's Coffee @ Braum's	3
6/20	Women's Coffee @ Braum's	7
6/25	Dinner @ Rec. Ctr. Feature : Bingo	27

Total Attendance, All Events

374

## Bel Aire Seniors Club, Inc.

Semi-annual Report on City Fund

6/24/19

Received City of BelAire check  
on 1/14/19

\$4,000.00

Expended 1/14 - 6/24:

Donations to memorials	25.00
Donations to monthly feature orgs.	25.00
Directory copies	9.03
Donation/admission, Wichita Art Museum	210.00
Supplement admission to CYT stage play	144.00
Supplement Day Trip of 5/11	869.00
Bingo Prizes	17.00

Balance

\$ 2700.97



## Bel Aire Seniors Club, Inc.

## Semi-annual Report, Events/Attendance

6/24/19  
pg. 1 of 3

<u>Date</u>	<u>Event</u>	<u>Attendance</u>
1/1/19	Breakfast @ Cracker Barrel	12
1/14	Lunch @ Longhorn Steakhouse	16
1/16	Men's Coffee @ Braum's	4
1/16	Women's Coffee @ Braum's	cancelled
1/21	Pot Luck Lunch @ Rec Ctr. feature: White Elephant Bingo	17
1/25	Christian Youth Theater @ Isley School "My Fair Lady"	18
2/5	Breakfast @ IHOP	14
2/11	Lunch @ Livingston's	16
2/11	Hospitality and Piano Concert by Marty Hess	11
2/20	Men's Coffee @ Braum's	2
2/20	Women's Coffee @ Braum's	cancelled
2/25	Pot Luck Lunch @ Rec Ctr. feature: "Dress-a-Girl"	16
3/5	Break Fast @ IHOP	12
3/11	Lunch @ Neighbors	13
3/20	Men's Coffee @ Braum's	3
3/20	Women's Coffee @ Braum's	6
3/25	Pot Luck Dinner @ Rec Ctr. feature: Group Discussion: "Our First Dog"	19

## Bel Aire Seniors Club, Inc.

## Semi-annual Report, Events/Attendance

6/ /19  
pg 2 of 3

<u>Date</u>	<u>Event</u>	<u>Attendance</u>
4/2	Breakfast @ IHOP	12
4/8	Lunch @ Olive Garden	11
4/15	Butler County Special Education Plant Show and Sale	8
4/16	Lunch @ The Muse	16
4/16	Wichita Art Museum: Docent tour "Georgia O'Keeffe: Art, Image, Style"	16
4/17	Men's coffee @ Braum's	3
4/17	Women's Coffee @ Braum's	4
4/22	Pot Luck Dinner @ Rec Ctr. Feature: "Container Gardening" by Tree Top Nursery	21
5/7	Breakfast @ Doo Dah Deli	13
5/11	Day Trip - WSU Community Educ. "Wild West", Dodge City & Ft. Dodge	11
5/13	Lunch @ Golden Corral	12
5/15	Men's Coffee @ Braum's	2
5/15	Women's Coffee @ Braum's	5
5/20	Pot Luck Dinner @ Rec Ctr. feature: "Dental Health" Wm. Hertzler, DDS	11

## Bel Aire Seniors Club, Inc.

pg 1 of 3

## Semi-annual Report on City Fund

12/31/19

Balance on June 24, 2019

\$ 2,700.97

Expended 6/24 — 12/31 :

## • Donations

• Memorials

75.00

• Monthly feature organizations

225.00

• Catered dinner of 7/22

443.46

• Supplement Day Trip of 10/4

828.00

• Supplement dinner of 10/28

34.36

• Supplement Melodrama 11/21

345.00

• Supplement Dinner of 12/09

359.80

• Supplement Admission to 2/1/20 event\*

230.00

• Office Supplies and stamps

184.53

Total Expended

\$ 2,725.15

Balance 12/31/19

( 24.18 )

\* Christian Youth Theater "Singin' in the Rain"  
23 to attend. Tickets must be purchased early.



Bel Aire Seniors Club, Inc.

pg 2 of 3

## Semi-annual Report - Events/Attendance

12/31/19

<u>Date</u>	<u>Event</u>	<u>Attendance</u>
7/2	Breakfast @ IHOP	14
7/8	Lunch @ Stearman Field	15
7/17	Men's Coffee @ Braum's	1
7/17	Womens Coffee @ Braum's	1
7/22	Dinner, Catered @ Rec Center	23
	Feature: Red Cross Experiences Betty Racer, Volunteer	
8/6	Breakfast @ Livingston's	19
8/12	Lunch @ Carriage Crossing, Yoder	14
8/21	Men's Coffee @ Braum's	1
8/21	Womens Coffee @ Braum's	3
8/26	Pot Luck Dinner @ Rec Ctr.	24
	Feature: Chair Yoga, Marty Hess	
9/3	Breakfast @ IHOP	14
9/9	Lunch @ Spaghetti Factory	13
9/16	Men's Coffee @ Braum's	3
9/16	Womens Coffee @ Braum's	5
9/23	Pot Luck Dinner @ Rec. Ctr.	23
	Feature: Documentary; "Wanderland Park" by Sara Harmon	



## Bel Aire Seniors Club, Inc.

pg 3 of 3

## Semi-annual Report - Events/Attendance

<u>Date</u>	<u>Event</u>	<u>Attendance</u>
10/1	Breakfast @ Cracker Barrel	12
10/4	Day Trip - WSU Community Educ.: "Calling all History Buffs", Various points in Topeka, KS.	12
10/7	Meet the Candidates Night @ Rec.Ctr.	8
10/14	Lunch @ Applebeers	11
10/16	Men's Coffee @ Braum's	2
10/16	Women's Coffee @ Braum's	5
10/28	Pot Luck Dinner @ Rec.Ctr. feature: S.G. Co Fire Dept. "Safety in the Home"	23
11/5	Breakfast @ IHOP	12
11/11	Lunch @ Olive Garden	9
11/20	Men's Coffee @ Braum's	2
11/20	Women's Coffee @ Braum's	5
11/21	Mosley Street Melodramas	12
12/3	Breakfast @ IHOP	18
12/7	Dinner @ Candle Club feature: Midion Shrine Jazz Band	28
12/18	Men's Coffee @ Braum's	2
12/18	Women's Coffee @ Braum's	1
Total Attendance All Events		335

## Bel Aire Seniors Club, Inc.

Page 1 of 2

12/31/20

## Report on City Fund

(this report is for full year, normally is Semi-annual.)

Received City of Bel Aire check

01/09/20

\$ 4,000.00

## Expended:

- Directory Copies 7.74
- Postage 186.85
- Donations to memorials 40.00
- Donation to City of Bel Aire  
for Park bench 1,000.00
- Donations to charities
  - Union Rescue Mission 250.00
  - Humankind Ministries 250.00
  - Midian Shrine Childrens Hospitals & Transport 150.00
  - Dillons gift cards for needy @ Thanksgiving
    - Via • Rainbows United 20 @ \$40
    - Chisholm Trail Church 6 @ \$40 1,040.00
  - Dillons gift cards for needy @ Christmas
    - Via • Rainbows United 20 @ \$40
    - Chisholm Trail Church 6 @ \$40 1,040.00
- Flowers for shut-in members @ Holidays 37.67

Total Expended

4,002.26

Balance 12/31/20

( 2.26 )

## Bel Aire Seniors Club, Inc.

Page 2 of 2  
12/31/20

## Report on Events/Attendance

Date	Event	Attendance
01/07/20	Breakfast @ Crackerbarrel	8
01/13	Lunch @ IHOP	13
01/15	Men's Coffee @ Bravm's	2
	Women's Coffee @ Bravm's	2
01/27	Pot Luck Lunch @ Rec Center	14
	feature: White Elephant Bingo	
02/01	Christian Youth Theater @ Isley School	
	"Singin' in the Rain"	23
02/04	Breakfast @ Livingston's	7
02/10	Lunch @ Chili's	12
02/19	Men's Coffee @ Bravm's	2
	Women's Coffee @ Bravm's	3
02/25	Pot Luck Lunch @ Rec Center	10
	feature: Chief of Police, "How to feel Safe"	
03/03	Breakfast @ Village Inn	8
03/10	Lunch @ Cheddar's	8

There were no gatherings after March 10  
due to covid 19 precautions.

Total Attendance All Events

112



Bel Aire Seniors Club, Inc.

pg. 1 of 1

Report on City Fund, 2021

01/06/22

Received City of Bel Aire check  
02/04/21

\$ 4000.00

Expended:

Directory copies

\$ 12.76

Postage

\$ 126.24

Misc. Supplies

\$ 10.84

Catered food and bottled water  
For Monthly Meetings

\$ 1,124.78

Event: Christian Performance Theater  
"Lion King" stage Play

\$ 120.00

Holiday plants for shut-in members

\$ 37.57

Christmas Dinner

\$ 1,193.17

Band for Xmas dinner

\$ 200.00

Donations:

• Memorials

\$ 25.00

• for Monthly Features (speakers' choice of charity)

\$ 50.00

• Charities, year-end donations;

• Wichita Childrens Home

\$ 500.00

• HumanKind Ministries

150.00

• Union Rescue Mission

150.00

• Rainbows United

300.00

Total Expended

\$ 4,000.36

Balance 12/31/21

( 0.36 )



## Bel Aire Seniors Club, Inc.

pg. 1 of 2

## Report on 2021 Events / Attendance

<u>Date</u>	<u>Event</u>	<u>Attendance</u>
No Events held Jan. - Apr.		
5/11/21	Box lunch in Bel Aire Park	17
6/8	Breakfast @ Livingstons	13
6/30	Lunch @ Olive Garden	12
7/6	Breakfast @ IHOP	5
7/20	Lunch @ Chili's	9
8/3	Breakfast @ Livingstons	9
8/11	Men's Coffee @ Braums	2
8/11	Women's Coffee @ Braums	1
8/17	Lunch @ Neighbors (false info said they closed)	2
8/30	Non-Pot Luck - get-back together Dinner @ Rec. Ctr.	23
9/7	Breakfast @ IHOP	10
9/14	Lunch @ Neighbors	5
9/22	Men's Coffee @ Braums	2
9/22	Women's Coffee @ Braums	6
9/27	Catered dinner @ Rec. Ctr. Feature: Jeff Elshoff - Liver Transplant	15

continue to pg. 2

## Bel Aire Seniors Club, Inc.

Pg. 2 of 2

## Report on 2021 Events/Attendance, cont'd

<u>Date</u>	<u>Event</u>	<u>Attendance</u>
10/5/21	Breakfast @ Jimmy's Egg	7
10/12	Lunch @ Applebees	9
10/13	"Meet the Candidates" @ Rec. Ctr.	5
10/20	Men's Coffee @ Braums	2
10/20	Women's Coffee @ Braums	6
10/25	Catered Dinner @ Rec. Ctr. feature: Bingo	16
10/30	Christian Performance Theater "Lion King" stage play	13
11/2	Breakfast @ Livingston's	10
11/9	Lunch @ Jimmy's Egg	9
11/17	Women's coffee @ Braums	5
11/22	Catered Dinner @ Rec. Ctr. feature: Wichita Childrens Home	14
12/7	Breakfast @ IHOP	10
12/13	Christmas Dinner @ Best Western	19
12/21	Lunch @ Napoli's	10
Total Attendance all events		<u>260</u>

## AGREEMENT FOR SOLID WASTE COLLECTION AND SINGLE STREAM RECYCLE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 3<sup>rd</sup> day of May, 2016, by and between The City of Bel Aire, Kansas, a municipality organized and existing under and by virtue of the laws of the State of Kansas ("City"), and Waste Connections of Kansas, Inc. ("Hauler").

WHEREAS, City issued an Request for Proposal for Solid Waste and Recycle Services (RFP) which is attached hereto and incorporated herein as Attachment A, and one clarification letter which is attached hereto and incorporated herein as Attachment B;

WHEREAS, Hauler submitted a proposal in response to City's RFP which is attached hereto and incorporated herein as Attachment C;

WHEREAS, City accepted Hauler's proposal March 17, 2016, and authorized negotiation for a ten year agreement.

NOW, THEREFORE, in consideration of the mutual conditions, covenants and promises contained herein, and within Attachments A, B, and C the parties hereto agree as follows:

### 1. OBLIGATIONS AND STANDARDS OF HAULER.

A. Hauler will provide solid waste collection once per week to all commercial and residential properties which have contracted with the City for solid waste collection service. As of March 1, 2016, the City billed 2, 294 accounts per month for solid waste collection service. Hauler will notify City of any additional costs, such as extra bag fees, to include within any customer's bill. Hauler will collect fees for bulky items from customer at time of service.

B. Hauler will provide single stream curbside recycling every other week for all single-family and duplex households in the City. As of March 1, 2016, the City billed 2,459 accounts per month for single stream curbside recycling service.

C. Hauler will provide the following associated services to the City:

- (1) Trash carts and portable restroom services for Bel Aire Recreation Center. Hauler will pay disposal costs.
- (2) Trash and recycle carts for Bel Aire Public Works Facility. Hauler will pay disposal costs.
- (3) A twenty (20) yard roll-off dumpster at Bel Aire Public Works Facility. City will pay costs associated with disposal of roll-off dumpster.
- (4) Trash carts and recycle carts for Bel Aire Swimming Pool from May 15<sup>th</sup> to August 15<sup>th</sup> of each year. Hauler will pay disposal costs.
- (5) Portable restroom at Bel Aire Park. Hauler will pay disposal costs.
- (6) Trucks and drivers to support semi-annual bulk curbside collection of non-hazardous materials. Hauler will pay disposal costs.

- (7) Equipment to shred personal documents at an annual City shredding event. Hauler will pay disposal costs.
- (8) Trash carts and portable restrooms for City's Spring Festival and Fall Festival. Hauler will pay disposal costs.

- D. City and its residents shall not deposit in Hauler's equipment or place for collection by hauler any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infection, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulation ("Excluded Waste"). Notwithstanding any other term contained herein, the Hauler reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with resident/generator of such Excluded Waste, even if the Hauler inadvertently collects and disposes of such Excluded Waste. If the Hauler finds what reasonably appears to be discarded Excluded Waste, the Hauler shall notify the resident/business/generator, if such can be determined, that the Hauler may not lawfully collect such Excluded Waste and leave a tag specifying the nearest location available for appropriate disposal.
- E. Scope of Services shall be in conformance with the provisions of the RFP, Attachment 1, in its entirety, and specifically with § 4.1.2 of the RFP, as well as those additional standards set forth within Hauler's Proposal, Attachment 3, associated with customer service and communications standards.

## 2. OBLIGATIONS AND STANDARDS OF CITY.

- A. City shall notify all City residents that the exclusive provider of residential curbside single stream recycling
- B. City shall notify all City residents the preferred, although not exclusive, solid waste collection and disposal services provider is Waste Connections of Kansas, Inc.
- C. City shall offer all new residents to the City the opportunity to select Waste Connections of Kansas, Inc. as their solid waste collection provider at the same time that such new residents obtain other City utility services, including recycling service.
- D. City shall provide billing and collection services in association with recycling collection service, and solid waste collection service provided by Hauler for properties located within City.
- E. City shall remit payments to Hauler monthly.
- F. City warrants that City's pavement, curbing or other driving surface or any right of way reasonably necessary for Hauler to provide the services described herein are sufficient to bear the weight to all of Hauler's equipment and vehicles reasonably required to perform such services. Hauler will not be responsible for damage to any such pavement, curbing, driving surface or right of way, and City agrees to assume all liability for any such damage, which results from the weight of Hauler's vehicles providing service within City.
- G. Hauler shall not be liable for delays in its performance hereunder due to uncontrollable circumstances to the extent such occurrence is beyond the reasonable control of Hauler and Hauler makes prompt, diligent and continuous efforts to resume performance. For purposes of this section, "uncontrollable circumstances" shall mean: the landfill to



which solid waste is being hauled is closed for two consecutive working days; riots; war or emergency declared by the President, Congress or the Governor of Kansas, and affecting City or Hauler; sabotage; acts of terrorism; civil disturbance; insurrection; explosion; natural disasters and severe weather such as tornados, significant rain and snow storms, floods, earthquakes, landslides and fires; strikes, lockouts and other labor disturbances; or other similar or dissimilar events which are beyond the reasonable control of Hauler.

3. SERVICE RATES.

**Recycle:** \$ 3.25/month/customer: One (1) 95 gallon bi-weekly curbside recycling service

**Weekly Curbside Trash Service:**

\$ 9.25/month/customer: One (1) 95 gallon trash cart weekly curbside trash service. Up to three additional bags per/month at no charge.

\$ 14.25/month/ customer: Two (2) 95 gallon trash cart weekly curbside trash service. Up to three additional bags per/month at no charge.

\$ 8.25/month/customer: One (1) 65 gallon weekly curbside trash service. Any additional bags will be \$1.00/bag.

**Additional Services:**

- Rollout service for disabled customers will be provided at no charge. All other customers may purchase rollout service at a charge equal to half the service rate.
- Bulky Items may be disposed at \$15.00/item. Requires directly contacting Waste Connections.

4. RATE INCREASES. Hauler may submit a request to City to raise rates up to 2% annually as set forth in Paragraph 3 above in accordance with increased costs documented Hauler. City has thirty (30) days to approve, disapprove, or negotiate with Hauler concerning such request.

5. TERM. The term of this Agreement shall be from June 1, 2016 to May 31, 2017. This Agreement will automatically annually renew through May, 2026, unless either party shall terminate in conformance with the termination procedures set forth within Attachment A.

6. DOCUMENTATION. This Agreement shall not become valid until the following documents are on file with the City Clerk of City of Bel Aire:

- A. A detailed list of all vehicles to be used in weekly solid waste and recyclable curbside collection within the City of Bel Aire;
- B. Certificates of inspection and licensing of all packer trucks by Sedgwick County, Kansas;
- C. Certificates of the insurance coverage mandated in this Request for Proposals; and

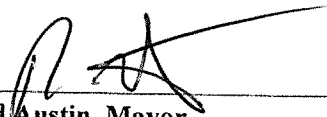
D. A detailed route plan, as approved by the City Manager, for weekly solid waste and recyclable curbside collection within the City of Bel Aire.

7. TRANSFER OR MODIFICATION. This Agreement and the Attachments identified within sets forth the entire Agreement between the parties and supersedes any written or oral understanding, promise, or agreement directly or indirectly related to, which is not referred to and incorporated herein. Neither this agreement nor any rights or obligations hereunder shall be assigned, subcontracted, or otherwise transferred by either party without the prior written consent of the other. Any modifications to this agreement must be in writing and signed by both parties.
8. AUTHORITY. Each person executing this Agreement represents and warrants that he is duly authorized to do so on behalf of an entity that is a party hereto, and that this Agreement shall be binding upon the parties, their respective heirs, legal representatives, and assigns.

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

CITY OF BEL AIRE, KANSAS


WASTE CONNECTIONS OF KANSAS, INC.

  
David Austin, Mayor

  
Signature, President DM

ATTEST:

SEAL

  
Jamie Hayes, City Clerk

**Attachment A**  
Request for Proposal



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**CITY OF BEL AIRE, KANSAS  
REQUEST FOR PROPOSAL  
SOLID WASTE AND SINGLE STREAM RECYCLE SERVICES**

Date Available: February 10, 2016

Closing Date: March 2, 2016, 5:00 PM

Procurement Officer: Ty Lasher, City Manager  
City of Bel Aire  
7651 E. Central Park Ave.  
Bel Aire, KS 67226

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

E-Mail Address: [tlasher@belaireks.gov](mailto:tlasher@belaireks.gov)

**Item: Solid Waste and Single Stream Recycling Services**

**City:** Bel Aire, Kansas

**Location:** 7651 E. Central Park Ave., Bel Aire, KS 67226

**Scope:** The City of Bel Aire is requesting proposals from experienced qualified applicants to provide solid waste and single stream recyclable curbside collection once per week for its roughly 2,500 single-family and duplex households in the City. The successful applicant will be awarded a 5 year contract to exclusively provide solid waste and recyclable curbside collection once per week for all single-family and duplex households within the City of Bel Aire, Kansas.

This Request for Proposals ("RFP") is a formal invitation to bidders to submit bids in accordance with the specifications, and bid format instructions described herein.

**READ THIS RFP CAREFULLY**

***Failure to abide by all conditions and requirements of this RFP may result in the rejection of a bid.***

---



REQUEST FOR PROPOSAL

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II. Section I – Conditions to Bidding	4
III. Section II – Proposal Instructions	7
IV. Section III – General Provisions	10
V. Section IV –Specifications	15

## SIGNATURE SHEET

Section I, Item C.

Item: Services for the City of Bel Aire, Kansas

Closing Date: March 2, 2016, 5:00 PM

I/We hereby submit a proposal to furnish the services set forth within this Request for Proposal to Provide Services during the contract period in accordance with the specifications. I, the undersigned, hereby certify that I (we) do not have any real or substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest, or the appearance thereof, is defined as any circumstance which would lead a reasonable person to believe a compromise of an open competitive bid process has occurred.

Addenda: The undersigned acknowledges receipt of the following addenda:

#1( ) #2( ) #3( ) None ( )

Legal Name of Person, Firm or Corporation WASTE CONNECTIONS OF KANSAS, INC.

Toll Free Telephone 800-388-5902 Local 316-838-4973 Fax 316-838-1856

E-Mail herschelw@wasteconnections.com

Mailing Address 2745 N. OTTAWA

City & State WICHITA, KS. Zip Code 67219

FEIN Number 860990704

Signature [Signature] Date 3/2/16

Typed Name of Signatory Herschel West Title District Sales Manager

If awarded a contract and the primary contact will be other than above, indicate name, mailing address and telephone number below of the alternative primary contact.

Name Herschel West

Address 2745 N. OTTAWA

City & State WICHITA, KS. Zip Code 67219

Toll Free Telephone 800-388-5902 Local 316-838-4973 Fax 316-838-1856

E-Mail herschelw@wasteconnections.com

Website www.wasteconnectionswichita.com

SECTION I

CONDITIONS TO BIDDING

1.1 **Inquiries:** All inquiries, written or verbal, shall be directed to the City of Bel Aire, Kansas:

**Ty Lasher, City Manager**  
City of Bel Aire  
7651 E. Central Park Ave.  
Bel Aire, KS 67226

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

E-Mail Address: [tlasher@belaireks.gov](mailto:tlasher@belaireks.gov)

Communication regarding this Request for Proposals ("RFP") is prohibited between the bidders, their employees, representatives, or agents, and any City employee, representative, or agent, other than as stated herein, including.

Negotiations  
Contract Signing  
As otherwise specified in this RFP.

Violations of this provision by a bidder or City personnel may result in the rejection of the proposal.

1.2 **Negotiated Procurement:** Final evaluation and award is made by the City.

1.3 **Questions to Bidders:** Any, all, or no bidders may be required to explain their understanding and approach to the project and/or respond to questions from the City concerning the proposal; or, the City may award to the low bidder without conducting negotiations. The City reserves the right to request additional or clarifying information from bidders as needed. If information is requested, the City is not required to request the information of all bidders.

Bidders selected to participate in negotiations may be given an opportunity to submit a best and final offer to the City. Prior to a specified cut-off time for best and final offers, bidders may submit revisions to their technical and cost proposals. Meetings with representatives of the City are generally not subject to the Open Meetings Act. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered part of the best and final offer.

No additional revisions to any bid shall be made after the specified cut-off time unless requested by the City.

1.4 **Pre-proposal Conference:** None

- 1.5 **Cost of Preparing Proposal:** The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, and other costs associated with this RFP. All Responses will become the property of the City and will be a matter of public record subsequent to signing of the contract or rejection of all bids.
- 1.6 **Criteria for Evaluating Bid Proposals:** The City shall make an Award in the best interest of the City.
- General:** The bidder should develop a proposal through a process that considers the mission and involvement of the City. All proposals submitted in response to this RFP will be evaluated by the City using the following criteria and factors (listed in no particular order of importance):
- 1.6.1 **TIMING OF DELIVERY.** Services are requested to begin in calendar year 2016.
- 1.6.2 **TECHNICAL RESPONSE.** This includes the extent to which the bidder effectively demonstrates an understanding of the needs of the City as described in this RFP, and offers appropriate solutions to meet those needs. The quality of the technical Response is measured by the extent to which the specifications are adequately addressed within the bidder's proposal, and the extent to which the bidder may suggest recommendations for improvements.
- 1.6.3 **RESPONSE Format and Completeness.** Adequacy and completeness of the proposal is required and carries an important weighting in the evaluation of all proposals. The proposal is to be complete, clear, and understandable. Pages are to be consecutively numbered.
- 1.6.4 **Financial Ability.** The bidder's demonstrated financial ability to implement, manage and maintain the proposed offering.
- 1.6.5 **Experience and Qualifications.** The bidder's general experience and qualifications, and the City's assessment of bidder's ability to perform the work in a timely and professional manner. The experience and professionalism of security services is also a consideration.
- 1.7 **Acceptance or Rejection:** The City reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a proposal.
- 1.8 **Agreement:** The successful bidder will be required to enter into a formal contract that is acceptable to the City, which will incorporate all of the terms of this RFP. The bidder's Response to this RFP shall be included as a legal part of the agreement. In the absence of any language to the contrary, this RFP will be the determining document in questions of compliance with the specifications for the scope of these services.
- 1.9 **Contract Formation:** No contract shall be considered to have been entered into by the City before a written contract has been signed by the successful bidder and the City.
- 1.10 **Open Records Act (K.S.A. 45-205 et seq.):** All proposals become the property of the City. All information contained in proposals will become open for public review once a



contract is signed or all proposals are rejected, unless Bidder provides written notice or application of legal exception.

- 1.11 **Federal, State and Local Taxes-Governmental Entity:** Unless otherwise specified, the proposal price shall [not] include applicable federal, state and local taxes. The successful bidder shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this RFP.
- 1.12 **Debarment of Contractors:** Any bidder who defaults on delivery as defined in this RFP may be barred after reasonable notice to the person who signed the bid proposal, or contract, and after reasonable opportunity for that person to be heard. The Mayor, after consultation with the attorney of record for the City, may suspend a person/company for cause from consideration for award of this or future contracts if the City determines that civil or criminal grounds support such action. The suspension shall not be for a period exceeding three years unless a criminal indictment, information or complaint has been issued for an offense which would be a cause for debarment, in which case the suspension shall, at the request of the attorney, remain in effect until after the trial of the suspended person.
- 1.13 **Insurance:** The City shall not be required to purchase any insurance against loss or damage to any personal property used to carry out this service nor shall the City establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the bidder shall bear the risk of any loss or damage to any personal property used to carry out this service. The service provider shall maintain liability insurance in association with the provision of the services of this Agreement throughout the term of the Agreement.

## SECTION II PROPOSALS INSTRUCTIONS

- 2.1 Preparation of Proposals.** The City has the right to rely on any price quotes provided by bidders. The bidder shall be responsible for any mathematical error in price quotes. The City reserves the right to reject proposals, which contain errors.

**Proposals shall be submitted in sealed envelopes and the outside envelopes shall be clearly identified with this RFP and the bid closing date.** The City is relieved of any responsibility if the bidder fails to comply with this requirement.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other bidder, competitor, or City employee.

Proposals shall contain a concise description of bidder's capabilities to satisfy the requirements of this RFP for Proposal with emphasis on completeness and clarity of content, include appropriate equipment, employees, and skills. Repetition of terms and conditions of the RFP for Proposal without additional clarification shall not be considered responsive.

- 2.2 Deadline for Submission of Proposals:**  
**Bidder's proposal shall consist of: One original and one (1) copy of the Proposal, including any supporting literature or other supporting documents;**

**Bidder's proposal, sealed securely in an envelope or other container, shall be received promptly by 5:00 p.m., on Wednesday, March 2, 2016, addressed as follows:**

**City of Bel Aire, Kansas  
Solid Waste Proposal  
Attn: Jamie Hayes, City Clerk  
7651 E. Central Park Ave.  
Bel Aire, Kansas 67226**

Faxed or telephoned proposals are not acceptable unless otherwise specified by the City. Proposals received prior to the closing date shall be kept secured and sealed until closing. The City shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Bids that are received after the bid deadline time and date shall be disqualified from consideration. Accordingly, bidders who are mailing their proposals should allow for normal mail delivery time to ensure timely receipt by the City.

- 2.3 Signature of Proposals:** Each proposal shall give the complete mailing address of the bidder and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. Each proposal shall include the bidder's social security number or Federal Employer's Identification Number. A Signature Sheet has been provided as part of this RFP. It should be completed and returned as part of the Proposal.

- 2.4 **Acknowledgment of Addenda:** The City reserves the right to amend this RFP prior to the due date of Responses. If it becomes necessary to revise any part of this RFP, an Addendum shall be provided to all potential bidders who have requested a copy of this RFP. All bidders shall include acknowledgment of all Addenda as part of their proposal. Failure to acknowledge Addenda may be grounds for disqualification of the proposal.
- 2.5 **Modification of Proposals:** A bidder may modify a proposal in writing by letter or by FAX transmission at any time prior to the closing date and time for receipt of proposals.
- 2.6 **Withdrawal of Proposals:** A proposal may be withdrawn on written request from the bidder to the City's contact person prior to the closing date.
- 2.7 **Proposal Disclosures:** At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released.

Proposal results will not be given to individuals over the telephone. Results may be obtained after contract finalization by obtaining a proposal tabulation from the City. Bid results can be obtained by sending (do not include with bid): A self-addressed, stamped envelope;

Send to:  
City of Bel Aire, Kansas  
Attn: Jamie Hayes - Bid Results/Copies  
7651 E. Central Park Ave.  
Bel Aire, Kansas 67226

Copies of individual proposals may be obtained under the Kansas Open Records Act by contacting the City Clerk of the City of Bel Aire, Kansas to request an estimate of the cost to reproduce and post the documents and remitting that amount with a written request to the above address, or a bidder may make an appointment by with the City Clerk to view the proposal file. Upon receipt of the funds, the documents will be mailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

- 2.8 **Notice of Award:** An award is made on execution of the written contract by all parties. Only the City is authorized to issue news releases relating to this RFP, its evaluation, award and/or performance of the contract.
- 2.9 **Additional Proposals:** Bidders may submit more than one proposal; however, each proposal shall be in accordance with the entire provisions of this RFP. Bidders should submit complete specifications, descriptive materials and indicate any deviation from the specifications of this proposal.

A clear, well-organized and complete proposal will facilitate the review and selection process. Please follow the proposal format described, as failure to do so may result in disqualification.

***A completed proposal submission package from respondents consists of the following elements:***

-Preparation of a narrative section for the proposal, as described in Section IV below.

- 2.10 **Proposal Format:** Only the signature sheet is included. No paperwork or form is provided by the City for the proposal. Instead, bidders are asked to prepare their proposals in a format that they believe best conveys the details of their plan to provide comprehensive solid waste and recycling services to the City of Bel Aire, Kansas.

As a general guideline in preparing the narrative, bidders should also be careful to thoroughly identify themselves, both individually and/or corporately. At minimum, all bidders shall provide the following identifying information in the narrative portion of their proposals:

- **Bidder Identification** - Name, address, phone number, and authorized signature of bidder.
- **Corporate identification** - If applicable, bidder's corporate or other business information, date established, structure (trust, partnership, corporation, non-profit, etc.), and federal tax identification number.
- **Bid should fully describe the work and materials being proposed, including costs, prices, and warranties**
- **Copy of a sample contract**

2.11 **Other proposal completion instructions:**

The bidder should submit a transmittal letter as part of the narrative proposal which affirmatively states that the bidder has read this entire RFP and agrees to comply with all of the provisions contained within this RFP.

A description of the bidder's qualifications and experience providing the requested or similar services should be included part of the narrative proposal. The bidder must be an established firm recognized for its capacity to perform. The bidder must be capable of meeting the deadlines specified in the RFP.

Beyond these general guidelines, bidders are invited to submit additional information in the narrative section that they may consider important in fully explaining their proposal and the advantages for its selection.

Narrative section should be typed with double line spacing and using a font of size 11 or larger. This section should be published on 8 ½ X 11 plain paper stock printed on one side only.

Proposal should not be stapled or fastened in any permanent manner. Temporary removable clips may be used to keep the proposal assembled.



**SECTION III  
GENERAL PROVISIONS**

- 3.1 **Termination for Cause:** The City of Bel Aire, Kansas reserves the right to terminate any contract, or any part of a contract, awarded in Response to this RFP for cause under any one of the following circumstances:

or 3.1.1 Contractor fails to make delivery of goods or services as specified in the contract;

3.1.2 Contractor fails to perform any of the provisions of the contract.

- 3.2 **Termination for Convenience:** The City of Bel Aire, Kansas reserves the right to terminate performance of work under any contract awarded in Response to this RFP in whole or in part whenever, for any reason, the City shall determine that the termination is in the best interest of and/or for the convenience of the City. In the event that the City elects to terminate such a contract in the best interest of and/or for the convenience of the City, it shall provide the Bidder/Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice.

- 3.3 **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given to the City shall be **IN WRITING** and addressed as follows, unless otherwise required by law:

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

- 3.4 **Rights and Remedies:** The City shall be obligated under any contract awarded in Response to this RFP only for those services rendered and the work and materials delivered and accepted prior to the date of termination, subject to any offset by the City for actual damages.

If it is determined, after notice of termination for cause, that Bidder/Contractor's failure was due to causes beyond the control of or negligence of the Bidder/Contractor, the termination shall be a termination for convenience.

The rights and remedies of the City provided for in this RFP shall not be exclusive and are in addition to any other rights and remedies provided by law.

- 3.5 **Force Majeure:** The Bidder/Contractor shall not be held liable if the failure to perform under any contract awarded in Response to this RFP arises out of causes beyond the control of the Bidder/Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Bidder/Contractor's employees, and freight embargoes, etc.

- 3.6 **Waiver:** Waiver of any breach of any provision in this contract 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 the Alliance shall not constitute a waiver.

- 3.7 **Independent Contractor:** Both parties, in the performance under any contract awarded in Response to this RFP, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of the Bidder/ Contractor shall not be construed to be the employees or agents of the City for any purpose whatsoever. The Bidder/Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.
- 3.8 **Staff Qualifications:** The Bidder/ Contractor shall warrant that all persons assigned by it to perform work under any contract awarded in Response to this RFP shall be fully qualified to perform the work required. Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in contract termination and/or damages.
- 3.9 **Conflict of Interest:** No Bidder/Contractor shall knowingly employ, during the period of any contract awarded in Response to this RFP, any personnel who are also an official with or in the employ of the City.
- 3.10 **Confidentiality:** If the Bidder/Contractor needs access to private or confidential data maintained by the City in order carry out its responsibilities under any contract awarded in Response to this RFP, the Bidder/Contractor may be required to execute a Confidentiality Agreement as part of that contract.
- 3.11 **Nondiscrimination and Workplace Safety:** In carry out its responsibilities under any contract awarded in Response to this RFP, the Bidder/Contractor shall abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Bidder/Contractor agrees to comply with the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry, and shall comply with all other provisions of K.S.A. 44-1030 in its performance of this agreement. Any violations of applicable laws, rules and regulations may result in a contract termination.
- 3.12 **Environmental Protection:** In carry out its responsibilities under any contract awarded in Response to this RFP, the Bidder/Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Bidder/Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.
- 3.13 **Hold Harmless:** In carry out its responsibilities under any contract awarded in Response to this RFP, the Bidder/Contractor shall indemnify the City against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of contractual work, caused by the Bidder/Contractor.

The City shall not be precluded from receiving the benefits of any insurance the Bidder/Contractor may carry which provides for indemnification for any loss or damage to property in the Bidder/Contractor's custody and control, where such loss or destruction is

to City property. The Bidder/Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction or damage to City property.

- 3.14 **Cash Basis and Budget Laws:** The right of the City 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 other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City 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, or if mill levy funds generated are less than anticipated.
- 3.15 **Prohibition of Gratuities:** Neither a Bidder nor any person, firm or corporation employed by a bidder in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any City employee at any time.
- 3.16 **Federal, State and Local Taxes:** The City makes no representation as to the exemption from liability of any tax imposed by any governmental entity.
- 3.17 **Governing Law:** This RFP and any contract awarded in Response to this RFP shall be governed by the laws of the State of Kansas and shall be deemed executed at Bel Aire, Sedgwick County, Kansas. By accepting public funding from City, or funding administered by City, Contractor agrees to be subject to the Kansas Open Meetings Act, K.S.A. 75-4317 *et seq.*, and to the Kansas Open Records Act, K.S.A. 45-215 *et seq.* in regard to the provision of these services. This agreement shall be interpreted in conformance with the laws of the State of Kansas.
- 3.18 **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder or under any contract awarded in Response to this RFP in the State of Kansas, District Court of Sedgwick County.
- 3.19 **Criminal Or Civil Offense Of An Individual Or Entity That Controls A Company Or Organization Or Will Perform Work Under This Contract:** Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.
- 3.20 **Competition:** The purpose of this RFP is to seek free and open competition. The bidder shall advise the City when any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the City no later than seven (7) business days prior to the bid closing date.

The City reserves the right to waive minor deviations in the specifications, which do not hinder the intent of this RFP.

- 3.21 **Injunctions:** Should the City be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the City, bidder shall not be entitled to make or assert claim for damage by reason of said delay.
- 3.22 **Acceptance:** No contract provision or use of items by the City shall constitute acceptance or relieve the bidder of liability in respect to any expressed or implied warranties.
- 3.23 **Disclosure of Proposal Content:** The laws of the State of Kansas require public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. No proposals shall be disclosed until after a Contract Award has been issued.
- Trade secrets or proprietary information legally recognized as such and protected by law may be withheld if they are clearly labeled "Proprietary" in the margin of each individual page where they appear in the proposal Response package. Pricing information is normally not considered proprietary. The Bidder's entire proposal Response package shall not be considered proprietary.
- 3.24 **Submission of the Bid:** Submission of the bid will be considered presumptive evidence that the bidder is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the proposal for all contingencies.
- 3.25 **Insurance:** At all times during this Contract, Contractor shall provide and maintain comprehensive general liability insurance coverage that is acceptable to the City for the term of the contract in the amount of \$1,000,000 and carry Worker's Compensation. The Successful Bidder will be required to present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the City. The Contractor must list the City as an additional insured on all policies and must be able to provide the City with Insurance Certificates; any Notices of Cancellation on or before the Effective Date and thereafter during the Contract Term, Contractor shall provide the City with current certificates of insurance, executed by a duly authorized representative of each insurer, as evidence of all insurance policies required. Contractor shall be solely responsible for any injuries related to the services performed through this agreement.
- 3.26 **Implied Requirements:** All products and services not specifically mentioned in this solicitation, but which are necessary to provide the functional capabilities described by the specifications, shall be included.
- 3.27 **Industry Standards:** If not otherwise provided, materials or work called for in this RFP shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations, which shall apply.
- 3.28 **Prices:** Prices shall remain firm for the entire contract period. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the City. Failure to provide available price reductions may result in contract termination.

- 3.29 **Payments:** Payments shall not be made for costs or items not listed in the bidder's bid.
- 3.30 **Certification of Specifications Compliance:** By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in this RFP.
- 3.31 **Award:** Awards will be made by the City based upon the best interest of the City. The successful bidder will be notified in writing by the City. Neither the bidder nor the City is obligated in any way until a Contract has been approved and signed by all parties.
- 3.32 **References:** References may accompany any bid proposal from other persons or entities who have utilized the services that the bidder has included within the bid, and who are qualified to respond to inquiries from City personnel concerning such services.



## **SECTION IV SPECIFICATIONS FOR PROJECT**

### **4.1 DESCRIPTION OF PROJECT**

This Request for Proposal requires that the successful bidder provide solid waste once per week and single stream curbside recycling every other week for all single-family and duplex households in the City of Bel Aire. It will be possible for a contractor to partner or subcontract with another firm to provide the services required pursuant to this request for proposal. If this is done, the name of the proposed partner or subcontracting firm must be clearly identified in the proposal. No partnership or subcontracting will be permitted without the express prior written consent of the City. The applicant receiving the contract award will be responsible for any work of such partner or subcontractor.

#### **4.1.1 DEFINITION OF SOLID WASTE**

Solid waste shall include putrescible waste resulting from the handling, processing, storage, packaging, preparation, sale, cooking and serving of meat, produce and other foods and nonputrescible materials such as paper, tin cans, bottles, glass, ashes, lawn waste and tree waste but not hazardous materials.

#### **4.1.2 SCOPE OF SERVICES**

The scope of services includes, but is not limited to, the following:

- A. Upon commencing service pursuant to this Request for Proposal, provide each single-family and duplex household in the City of Bel Aire with a new 95 gallon or 65 gallon sealable watertight wheeled container appropriate for solid waste curbside collection at no additional cost under the contract. Customer may choose between which size of container they prefer and may change the size at no additional cost. Thereafter, during the term of engagement, maintain said containers in a sealable watertight and properly functioning condition and provide each new single-family and duplex household that moves into the City of Bel Aire with a new 95 gallon or 65 gallon sealable watertight wheeled container appropriate for solid waste curbside collection at no additional cost under the contract. Additional containers shall be made available to customers for an additional monthly charge.
- B. During the term of engagement, provide each single-family and duplex household in the City of Bel Aire with a new 95 gallon sealable watertight wheeled container appropriate for single stream recycling curbside collection at no additional cost under the contract. Thereafter, during the term of engagement, maintain said containers in a sealable watertight and properly functioning condition and provide each new single-family and duplex household that moves into the City of Bel Aire with a new 95 gallon sealable watertight wheeled container appropriate for recycling curbside side collection at no additional cost under the contract. Additional containers shall be made available to customers for an additional fee.

- C. Collect and transport all solid waste in watertight packer trucks which have been inspected and licensed by Sedgwick County, Kansas.
- D. Once a week during the term of engagement, between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday, provide solid waste curbside collection for all single-family and duplex households in the City of Bel Aire. Specify the number of additional bags next to cart at no charge.
- E. Every other week during the term of engagement, on the same day that solid waste pickup is provided, between the hours of 6:00 a.m. and 5:00 p.m., provide recyclable curbside collection for all single-family and duplex households in the City of Bel Aire. Materials to be recycled include newspapers, glass (all colors), aluminum, tin, steel, aerosol, plastics (all #'s), cardboard, food boxes, paper bags, magazines, books, office paper and file folders.
- F. Once a week during the term of engagement, between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday, provide six (6) solid waste containers and five (5) recyclable containers for collection at the Bel Aire City Hall / Police Station / Senior Center at no additional cost under the contract.
- G. Once a week during the term of engagement, between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday, provide six (6) solid waste containers year round, ten (10) solid waste containers from March 1 thru October 31, and three (3) recyclable containers year round for collection at the Bel Aire Recreation Center at no additional cost under the contract.
- H. Provide one (1) portable restroom and one (1) portable handicap restroom at the Bel Aire Recreation Complex with service from April 1 thru October 31 at no additional cost under the contract.
- I. Once a week during the term of engagement, between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday, provide one (1) solid waste container, one (1) recyclable container, and one (1) 20 cubic yard roll off for collection at the Bel Aire Public Works Facility at no additional cost under this contract.
- J. Provide one (1) portable handicap restroom at Bel Aire Park with service from March 15 thru November 15 at no additional cost under the contract.
- K. Once a week during the term of engagement, between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday, provide four (4) solid waste containers and two (2) recyclable containers for collection at the Bel Aire Pool from May 1 thru August 31 at no additional cost under the contract.
- L. Twice a year, in May and October, provide bulk curbside collection, throughout the City of Bel Aire, of nonhazardous household materials at no additional cost under the contract.
- M. Provide once per year a shredding event at no additional charge to the City of Bel Aire.

- N. Provide four (6) six solid waste containers and one (1) portable handicap restroom with service for the Bel Aire Spring Festival and Bel Aire Fall Festival. Dates to be determined by the City of Bel Aire.
- O. Record the number of single-family and duplex households in the City of Bel Aire serviced during each month of the term of engagement. This record shall be used for billing and payment purposes pursuant to this Request for Proposal.
- P. Provide the City with current maps with schedules of collection and disposal routes.
- Q. Offer some type of recycling program for residents satisfactory to the City.
- R. Identify holidays that the company will observe and inform both the City and customers of changes in collection schedule resulting in the holiday observance.
- S. Provide rollout service for disabled customers at no charge. For all other customers, this service will be provided at a charge equal to half the basic service rate.
- T. Maintain a business office and telephone service from 8:00 a.m. until 5:00 p.m., Monday through Friday to handle all complaints and other matters concerning the collection business.
- U. Maintain and make available books and records concerning the provision of services and charging for services, pursuant to this request for proposal, for inspection and copying by any authorized officer on behalf of the City of Bel Aire, Kansas.
- V. Maintain liability insurance on all moving equipment to be used within the City of Bel Aire, Kansas with minimum limits of coverage as follows:
  - Bodily injury, each person, \$500,000;
  - Bodily injury, each accident, \$1,000,000; and
  - Public liability and property damage, \$500,000.

#### 4.1.3 PROPOSAL REQUIREMENTS

The purpose of this Request for Proposals is to demonstrate the qualifications, competency, and capacity of applicants to provide solid waste and recyclable curbside collection once per week for all single-family and duplex households in the City of Bel Aire. Costs may not be the only factor in the selection of a contractor.

The proposal should state the name, location and size of the firm which will provide the services under this proposal and the number and type of equipment that is going to be used to provide the services. The name, location, size and qualifications should also be provided for any partner or subcontractor.

**4.1.4 COST/PAYMENT METHODS**

The payment method to the applicant will be a fixed monthly fee per single-family and duplex household in the City of Bel Aire serviced by the applicant.

Each applicant shall bid the fixed monthly fee per single family and duplex household based upon the applicant billing the individual households, and, in the alternative, also bid the fixed monthly fee per single-family and duplex household based upon the applicant providing the City of Bel Aire with only the number of single-family and duplex households served during the month and the City of Bel Aire billing the individual households.

**4.1.5 POST AWARD CONDITIONS**

Before a contract is executed, the successful applicant must:

- A. Submit to the City of Bel Aire a detailed list of all vehicles to be used in weekly solid waste and recyclable curbside collection within the City of Bel Aire;
- B. Submit to the City of Bel Aire certificates of inspection and licensing of all packer trucks by Sedgwick County, Kansas;
- C. Submit to the City of Bel Aire certificates of the insurance coverage mandated in this Request for Proposals; and
- D. Negotiate with the City of Bel Aire a detailed route plan for weekly solid waste and recyclable curbside collection within the City of Bel Aire.

**4.2 SCOPE OF OPTIONAL SERVICES (IF ANY)**

**Attachment B**  
Letter of Clarification





March 3, 2016

Herschel West  
Waste Connections  
2745 N. Ohio  
Wichita, KS 67219

Dear Herschel:

Thank you for submitting a response to the City of Bel Aire's Request for Proposal (RFP) to provide solid waste and single stream recycle services.

In accordance with Section 1.7 of the RFP which states "the City reserves the right to...clarify any ambiguities in proposals" we would like to provide clarification on the "Scope" listed on page one of the RFP which indicates "the successful applicant will be awarded a 5 year contract to exclusively provide solid waste and recyclable curbside collection...within the City of Bel Aire."

To clarify, the word "exclusively" means that the applicant would be the exclusive vendor to contract with the City for solid waste (refuse) and single stream recycling services, however citizens would still have the option to utilize another provider for solid waste services if they so choose. The City of Bel Aire would like to ensure applicants are aware they will be the exclusive provider of residential curbside single stream recycling and the preferred refuse collection and disposal services to the City, but not the exclusive provider of residential refuse collection to every resident in the City (verbiage similar to the agreements Waste Connections currently has with Andover and Park City). The City currently has 2,459 accounts billed for recycling on a monthly basis and 2,294 accounts billed for refuse collection on a monthly basis.

In accordance with Section 1.7 of the RFP which states "the City reserves the right to...clarify any ambiguities in proposals" we would like to ask for clarification on the following three items under Section IV, Specifications for Project, Subsection 4.1.2 Scope of Services:

- B. Please provide the amount of the additional fee that will be charged for an additional 95-gallon recycling cart.

- I. The 20 cubic yard roll off container for collection was to be at no additional cost, however the proposal indicates "the City will be responsible for disposal cost." Please clarify.
- P. Please indicate if you will provide the City with current maps with schedules of collection and disposal routes.

In accordance with Section 1.7 of the RFP which states "the City reserves the right to...clarify any ambiguities in proposals" we would like to ask for clarification on the following item under Section IV, Specifications for Project, Subsection 4.1.4 Cost/Payment Methods:

Please provide a breakdown of the fixed monthly fees that were included in your proposal. Specifically, we are looking to identify the cost of recycling service separately from the cost of refuse service because residents are able to select an alternative refuse provider.

If you could please provide a response to these questions in writing no later than 9am on Monday, March 7<sup>th</sup>, it will allow us to provide adequate information to our governing body to facilitate their decision making process.

Please feel free to contact me if you have questions and thank you again for your interest in continuing your partnership with the City of Bel Aire.

Sincerely,



Ty Lasher  
City Manager  
City of Bel Aire  
7651 E. Central Park Ave.  
Bel Aire, KS 67226  
316-744-2451 ext. 217  
[tlasher@belaireks.gov](mailto:tlasher@belaireks.gov)

**Attachment C**  
**Bid Proposal**

## SIGNATURE SHEET

Item: Services for the City of Bel Aire, Kansas

Closing Date: March 2, 2016, 5:00 PM

I/We hereby submit a proposal to furnish the services set forth within this Request for Proposal to Provide Services during the contract period in accordance with the specifications. I, the undersigned, hereby certify that I (we) do not have any real or substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest, or the appearance thereof, is defined as any circumstance which would lead a reasonable person to believe a compromise of an open competitive bid process has occurred.

Addenda: The undersigned acknowledges receipt of the following addenda:

#1( ) #2( ) #3( ) None ( )

Legal Name of Person, Firm or Corporation WASTE CONNECTIONS OF KANSAS, INC.

Toll Free Telephone 800-388-5902 Local 316-838-4973 Fax 316-838-1854

E-Mail herschelw@wasteconnections.com

Mailing Address 2745 N. OTTAWA

City & State WICHITA, KS. Zip Code 67219

FEIN Number 860990704

Signature [Signature] Date 3/2/16

Typed Name of Signature Herschel West Title District Sales Manager

If awarded a contract and the primary contact will be other than above, indicate name, mailing address and telephone number below of the alternative primary contact.

Name Herschel West

Address 2745 N. OTTAWA

City & State WICHITA, KS. Zip Code 67219

Toll Free Telephone 800-388-5902 Local 316-838-4973 Fax 316-838-1856

E-Mail herschelw@wasteconnections.com

Website www.wasteconnectionswichita.com



WASTE CONNECTIONS INC.  
*Connect with the Future®*

***City of Bel Aire,***  
**Kansas**

Original  
Proposal for:

**Residential Solid Waste and Single Stream Recyclables**

March 2<sup>nd</sup>, 2016  
Submitted by:

**WASTE CONNECTIONS OF KANSAS, INC.**

**Wichita District**

2745 N. Ohio St  
Wichita, Ks. 67219  
316-838-4920  
316-838-5323

Herschel West  
Municipal Marketing Manager  
Waste Connections of Kansas, Inc.  
316-838-4973  
Cell-316-253-8023  
[Herschelw@wasteconnections.com](mailto:Herschelw@wasteconnections.com)





Proposal is being submitted by:

Waste Connections of Kansas Inc. (WCI) FEIN# 860990704

2745 N. Ohio Wichita, Ks. 67219 (316) 838-4920 or (800) 388-5902

Thank you for allowing Waste Connections of Kansas, Inc. (WCI) the opportunity to propose solid waste collection service for the City of Bel Aire, Kansas. We at Waste Connections are confident that your community would benefit from our experience and commitment to provide quality service to our customers.

Waste Connections of Kansas Inc. has 375 full time employees with multiple locations throughout the state of Kansas. Waste Connections of Kansas Inc. will service this proposal with trucks from existing Fleet of 130 vehicles located in Wichita,

Kansas. For trash collection we will use 20-25 cubic yard watertight rear-loader or side-loader trucks. All trucks are of modern vintage, and are in good working condition to service the City of Bel Aire in a timely & professional matter. WCI will also use watertight 95 or 65 – gallon carts for trash and 95 gallon carts for recycling.

Wichita Hauling has been in the business of hauling Solid Waste for 50 years. Waste Connections is currently servicing 72 municipalities in Kansas & Oklahoma.

A few of the Municipalities are Hutchinson, Derby, Park City, Kingman and Eureka, Ks.

Waste Connections of Kansas Inc. is a wholly owned subsidiary of Waste Connections Inc. a Publicly traded company on the New York Stock Exchange.

### **Executive Summary**

In selecting Waste Connections, you are assured of receiving the following important benefits with our service. WCI believes that we can meet all goals that the City of Bel Aire is looking for their Solid Waste Collections & Transportation:

Currently Waste Connections of Kansas, Inc. is servicing over 72 Municipalities in Kansas and Oklahoma for over 20 years, and are currently servicing over 60,000 residents on a subscription basis in the Wichita area. With this experience, Waste Connections is very confident that we can continue to provide the same great service we have been providing for the past 6 years, and will not have any problems servicing the 2500 residents of the City of Bel Aire.

### **Corporate Overview & History**

Waste Connections is an integrated solid waste services company that provides solid waste collection, transfer, disposal and recycling services in mostly secondary markets in the Western and Southern U.S. The Company serves more than two (2) million residents, commercial and industrial customers from a network of operations in 38 states.

Our services focus on Cities and Towns where we can provide either non-integrated or integrated solid waste services under exclusive arrangements. The ability to form long-term relationships with our Municipalities provide more stability for long term Landfill Security for each City and Town we serve, and a more long term stable rate structure. We are a leading provider of solid waste services in most of our markets, and approximately 50% of our revenues are derived from market areas where we have franchise or exclusive rights to provide our waste services.

We strive to provide services excellence for those communities that place their trust in our company and are always dedicated to putting our customers first. We look to technology and growth to help our customers, employees and shareholders "Connect with the Future". As a public company we have the resources to meet every customer's needs in a cost effective and environmentally compatible manner. We understand the markets, the philosophy and the unique needs of the customer we serve whether they are industry, commercial accounts, municipal jurisdictions or individual subscribers.

### **Background**

The Company was founded in 1997 by a dedicated group of industry professionals with over 50 years of industry experience through the purchase of five operations in Washington and Idaho from Browning-Ferris Industries. The company rapidly expanded into California market in early 1998 and now has operations throughout 38 states serving two (2) million customers located primarily in the Western and Southern United States. Waste Connections went public in May of 1998 and is traded on the NYSE exchange under the symbol WCN. The Wichita Hauling Company has been servicing our customers for over 50 years. The last 19 years we have been operating under Waste Connections of Kansas, Inc.

### **Growth**

Waste Connections has grown through a combination of both organic growth in our existing markets and acquisitions of selected companies in high growth markets. Operations are typically enhanced through the introduction of modernized fleets, technology, management support and the capital that comes from being part of a public traded company. We look to grow rapidly within your community through expanding the range of services we offer and by helping our local managers to continue the success they have built locally. As we grow, whether by adding services for your City or through your City's internal growth and annexation, we seek to constantly upgrade our level of customer service.

### **Customers**

Our Customers range from individual resident subscribers to county and city contacts and include industrial and commercial accounts, contracts with homeowners associations, apartment owners and mobile home operators. We have a market-based strategy for servicing our customers to provide the most cost effective solution depending on local regulations and solid waste management practices. We can best serve our customers and provide the most cost-effective solution through having in integrated company with collection, transfer and disposal.

### **Safety and the Environment**

We are committed to improve the environment for the future of the communities we live in and serve. We believe that our services play an integral part of improving the environment and we are always mindful of having the most cost-effective waste management for our customers. In addition we are committed to the safety of our workers and have programs in place to continually upgrade our risk management and environmental policies.

### **Waste Connections of Kansas, Inc Staff Qualifications / Resume Brief of Key Personnel**

Waste Connections of Kansas key employees have assembled a management team that has gained extensive and proven hands on experience managing every aspect of Solid Waste Collection, Transportation and Disposal Service Operations. All key operations managers hold a CDL license in the event of an emergency. These employees will play in instrumental role in the start up and management of the City of Bel Aire Contract. A listing of WCI key managerial team is as follows.

**Eric Bergin – District Manager** / Fifteen years in the solid waste industry working for various waste collection companies throughout the United States. Overseeing all Department Managers, 130 Commercial and Residential drivers.

**Jeff Hays – Operations Manager** / Twenty one years in the solid waste industry working for BFI, Allied Waste and Waste Connections of Kansas, Inc. Overseeing 130 Commercial & Residential drivers.

**Herschel West – District Sales Manager** / Fourteen years in the solid waste industry working for Waste Connections of Kansas Inc. Overseeing over 7000 commercial customers, 4 Sales Representative and 72 Municipalities in Kansas & Oklahoma.

**Mark Perez – Division Controller** / Fourteen years in the solid waste industry working for Waste Connections of Kansas Inc. Overseeing 2 hauling companies, 2 landfills, Wichita Recycling Center & Transfer Station. Graduated Wichita State University –Undergrad & Baker University / MBA. Twenty one years of financial experience.

**Brain DeBaun – Commercial Supervisor** / Twenty one years in the solid waste industry working for BFI, Allied Waste and Waste Connections of Kansas, Inc. Overseeing 110 Commercial & Residential drivers.

**Karl Brown – Residential Manager** / Twenty years in the solid waste industry working for BFI, Allied Waste and Waste Connections of Kansas, Inc. Overseeing 33 Residential drivers

**Eric Zerger – Residential Manager** / Twelve years in the solid waste industry working for BFI, Allied Waste and Waste Connections of Kansas, Inc. Overseeing 33 Residential drivers

**Tiffanie Bauder – Residential Customer Service Manager** / Twenty years in the solid waste industry working for SS Express and Waste Connections of Kansas Inc. Overseeing 10 Customer Service Representatives, and over 60,000 residential customers. Graduated Wichita State University.

**Valerie Smith – Billing Administrator** / Fourteen years in the solid waste industry. Responsible for commercial collections and A/R. Overseeing 3 Commercial Customer Service Representatives. Graduated Wichita State University

**Laura Vickers – Residential Dispatch** / Twenty four years in the solid waste industry. Started in Residential Customer Service for 3 years. Payroll for 4 years, and Residential Dispatch for 15 years. Overseeing 45 routes for trash & recycling.

WCI will provide the City of Bel Aire with a list of Waste Connections staff. We will give you office numbers, cell phone numbers, email addresses and even home numbers to reach us 24 hours of any day. Seven days a week.

Waste Connections of Kansas, Inc currently employs 375 employees. One of the key factors that set Waste Connections of Kansas, Inc. apart from competitors is the skill of our drivers. We know that our driver is the member of our team who is most frequently in contact with residents. As a result, our drivers are seasoned and continually trained to safely operate all equipment and work with all people they encounter in a professional manner. Drivers are rewarded with Safety bonuses and for practicing “**The Waste Connections Operation Values**”. Every driver and Operations manager is CDL certified and subject to random drug and alcohol testing. We hold weekly Safety and Service meetings. Continuing education and training is required of Drivers as well as all other employees. All drivers will be in uniform and all equipment will have neat and tidy appearance. (See Waste Connections Operating Values / Page #10)

#### **Understanding of Local Conditions**

Up-to-date knowledge of Federal, State and local laws that could affect the way the City of Bel Aire views its waste needs.

WCI’s commitment to our environment by transporting and disposing of the material collected in accordance with Federal, State and local government’s laws.

Ongoing knowledge of the waste industry’s changing laws and technologies.

### **Customer Service and Communications Program Commitments**

1. If the City of Bel Aire has complaints or other issues the City can call our Residential Customer Service number between the hours of 8:00 am – 5:00 pm., or go online to our website at [wasteconnectionswichita.com](http://wasteconnectionswichita.com)
2. Our driver will also stop by the City Hall Office at the end of his route each week to receive any complaints or request the City may have received directly. Depending on the nature of the service request, the driver will resolve before leaving the city, or after review with supervisor, resolve with 24 hours. Uniformed drivers for easy recognition of WCI employees. Clean and well-maintained equipment for a professional appearance, easy company identification, and reliable service.
3. Dedicated Municipal Email Address: [Kansasmuni@wcnx.org](mailto:Kansasmuni@wcnx.org)  
This email goes to Tiffanie Bauder (Residential Customer Service Manager) and Lead Customer Service Representative if you have any questions or service issues for Customer Service.

### **Nondiscrimination and Affirmative Action**

Waste Connections currently has in force a policy regarding non-discrimination in hiring and promotion of employees without regard to their race, religion, handicaps, sex, color or national origin.

Waste Connections of Kansas is an Equal Opportunity Employer and maintains an Affirmative Action Plan in accordance with Executive Order 11246. This plan includes Affirmative Action for Woman, Minorities, Covered Veterans and Persons with Disabilities. No deficiencies or problem areas have been identified in the most recent plan (January 1, 2008 to December 31, 2008.) Waste Connections of Kansas is committed to compliance with all applicable laws providing equal employment opportunities. Questions can be directed to EEO/AAP Officer Susan Metzger, Waste Connections, Inc, 10001 Woodlands Forest Dr., Suite 400, The Woodlands, Tx. 77380.



## Environmental Policy

Ensuring that all WCI employees understand that the Company is committed to environmental excellence in the operation and maintenance of facilities, including providing the appropriate support to all technical employees, policies, and programs to ensure compliance with all applicable laws and regulations.

We have a number of specific environmental policies, including:

1. Environmental Excellence (ENG-P001)
2. Corporate and Region Responsibilities concerning environmental protection (ENG-P002; ENG-P003)
3. Groundwater Quality Program (ENG-P004)
4. Training and Goals for Technical Personnel (ENG-P005; ENG-P006)
5. Value Engineering (ENG-P007)
6. Notification of Critical Events (ENG-P009)
7. Waste Acceptance (ENG-P010)
8. Environmental Audit Program and Regulatory Compliance (ENG-P011; ENG-P015)

In addition to our broad scope of environmental policies, WCI lives a set of Core Operating Values that promote Environmental Protection (Number 1 – Safety; Number 2 – Integrity). (WCI Operating Values page #10)

**When we will collect.** We will make curbside collections once a week for trash and every other week for single stream recycle between the hours of 6:00 a.m. to 5:00 p.m. each week. If your scheduled collection day falls on or after a holiday, collection will be delayed by one day (Friday customers will have their collection on Saturday). The holidays we observe are New Year's Day, Thanksgiving, and Christmas. Should there be a permanent change in your scheduled collection day, we will notify you in advance. If we miss your collection, please call us and we will return to pick it up, without charge, on the same day if the driver is still in the City of Bel Aire. If driver has already left the City of Bel Aire WCI will pick up the missed stop the following week. We will resolve any other complaints within the same time period.

### **What we will not collect.**

We will not collect liquid hazardous waste, including paints, pesticides, petroleum derivatives such as motor oil and solvents. Explosive items also will not be accepted. If these items are identified in your trash, the unaccepted items will be set aside and not taken.

**Where we will pick up.** You must set your carts at the curb. If we agreed to collect on private driveways or pavement, we will ask you to sign a waiver of damage liability and/or indemnification.

**Weight limitations of carts.** The weight limit for each automated cart is as follows: 95- gallon Cart = 200 lbs

**Replacement/removal/repair.** All replacements, repairs and removals will take place on the residents next schedule collection day at no charge. The same service pertains with carts with graffiti.

**Where you can contact us.** You may call us regarding service or complaints toll free at 1-800-388-5902 or 316-838-4920 for residential customer service. Between 8:00 a.m. and 5:00 p.m. weekdays, except holidays and from 8:00 a.m. to 12:00 p.m. (noon) on Saturdays. You may come to our office located at 2745 N. Ohio St. N. Wichita, Ks. 67219 or you may mail correspondence to our office address.

**We do not discriminate.** If you are entitled to service, we will not discriminate against you on account of race, creed, color, sex, gender, national origin, ancestry, religion, age, physical or mental disability, marital status, or political affiliation.

**Rights of Privacy.** We will observe and protect your rights of privacy and trade secrets. Unless you give us permission, we will not reveal any information identifying you or the composition or contents of your solid waste to any person except City or if required by law.

All WCI employees will wear uniforms and all equipment will have a neat and tidy appearance.

Waste Connections of Kansas, Inc. would like to provide The City of Bel Aire three (3) options for Residential solid waste and single stream recyclable service.

**Option #1 - Contract length of 5 years**

1- 95-Gallon weekly curbside trash service and 1-95 Gallon every other week curbside recycling service Cost **\$14.00** per month. Up to three additional bags are allowed at no cost.

1- 65-Gallon weekly curbside trash service and 1-95 Gallon every other week curbside recycling service Cost **\$13.00** per month. (Extra bags will be \$1 per bag.)

**Option #2 - Contract length of 7 years**

1- 95-Gallon weekly curbside trash service and 1-95 Gallon every other week curbside recycling service Cost **\$13.25** per month. Up to three additional bags are allowed at no cost.

1- 65-Gallon weekly curbside trash service and 1-95 Gallon every other week curbside recycling service Cost **\$12.25** per month (Extra bags will be \$1 per bag.)

**Option #3 - Contract length of 10 years**

1- 95-Gallon weekly curbside trash service and 1-95 Gallon every other week curbside recycling service Cost **\$12.50** per month. Up to three additional bags are allowed at no cost.

1- 65-Gallon weekly curbside trash service and 1-95 Gallon every other week curbside recycling service Cost **\$11.50** per month (Extra bags will be \$1 per bag.)

Rollout service for disabled customer at no charge. For all other customers, this service will be provided at a charge equal to half the basic service rate.

2<sup>nd</sup> 95-gallon trash cart service – Cost \$5.00 per month

(WCI will provide carts for curbside Trash & RecycleBank Service)

Bulky Items - \$15 each (Furniture/Appliances- free of CFC's and HCFC's Refrigerants by a certified refrigeration technician.)

List of all items included in single stream recycling program.

- Corrugated Cardboard
- Chip Board – Cereal, pop, shoe, boxes etc.
- Newspapers / Magazines / Junk Mail / Phone Books
- Other Light Colored Papers
- Plastics #1-#7
- Steel Cans
- Aluminum Cans
- Clean Aluminum Foil
- Glass (Glass Food Containers) brown, clear, green & etc

WCI will provide **FREE** service to all City owned facilities and events;

- Bel Aire Recreation Center. – Trash carts and portable restroom services
- Bel Aire Public Works Facility – Trash, recycle carts and 20yd roll off (City responsible for disposal cost)
- Bel Aire Park – Portable restroom
- Bel Aire Pool – Trash and recycle carts
- City Wide Clean Ups-Spring & Fall – WCI will provide trucks and drivers for bulk curbside collection through out the City of Bel Aire, of nonhazardous materials.
- Shredding event once per year.
- Bel Aire Spring and Fall Festival – Trash Carts and portable restroom service.

## Waste Connections of Kansas, Inc. Wichita Hauling Company

### Statement of Operating Values



**Safety.** We strive to assure complete safety of our employees, our customers and the public in all of our operations. Protection from accident or injury is paramount in all we do.

**Integrity.** We define integrity as “saying what you will do and then doing it.” We keep our promises to our customers, our employees and our stockholders. Do the right thing, at the right time, for the right reason.

**Customer Service.** We provide our customers the best possible service in a courteous, effective manner, showing respect for those we are fortunate to serve.

**To be a Great Place To Work.** We maintain a growth culture where our employees can maximize their potential personally and professionally. Our objective is to provide an environment where people enjoy what they do and take pride in their work. We wish to embody a work hard, play harder culture.

**To be the Premier Solid Waste Services Company in Wichita, Kansas.** We continue to provide superior returns, remain environmentally responsible, and continue to grow in a disciplined way, deploying resources intelligently and benefiting communities we live in.

## City of Bel Aire Cleanup October 23<sup>rd</sup>

- Waste Connections will start collecting Items at or around 7am
- Waste Connections will make one pass through the City.
- Waste Connections will not dump trash or recycle carts set out at the curb
- Waste Connections ask that all piles be in an organized fashion, and not just a large pile of trash.
- No Construction Material. If you are remodeling you house, replacing windows, siding or concrete work, please call into our office and we can provide temporary roll off services for these types of materials.
- **Acceptable Items** - All items being collected need to be able to be handled by one or two people safely. General trash, furniture including chairs, couches, tables. Appliances including, washer, dryers, microwaves, small electrical appliances such as TV's, computers, mixers, and blenders. Patio grills, patio furniture, push mowers (free of gas & oil) and lawn trimmers. Tree limbs and branches must be cut in 3ft. lengths and bundled for easy pickup. No loose trash or debris or no box or bag may exceed 40 pounds in weight. REFRIGERATORS, FREEZERS AND AIR CONDITIONERS must be tagged by a technician and must have the appropriate paper work with it in order for Waste Connections to pick it up.
- **Items NOT Accepted** - Car batteries, oil filters, fluorescent light bulbs, propane tanks, any asbestos materials, explosives, paint (we will take empty & dried up paint cans), no hazardous liquids (such as fertilizers, pesticides, herbicides, solvents, diesel fuel, gas, oil, transmission fluid, antifreeze, etc...) tires.

### Put Household Hazardous Waste In Its Place

**Sedgwick County Household Hazardous Waste Facility**

660-7458  
801 Stillwell

9 a.m. to 5:30 p.m. Tuesday - Friday  
9 a.m. to 3 p.m. Saturdays



Sedgwick County...  
working for you

**The Facility Accepts:**



batteries,  
oil & oil filters  
antifreeze,  
aerosols,  
paint,  
cleaning products,  
fertilizer,  
pesticides,  
and more.



South of Kellogg off of Seneca  
(corner of Otage and Stillwell)

**FREE to all Sedgwick County Households**  
www.sedgwickcounty.org



**1<sup>st</sup> SOLID WASTE COLLECTION AND SINGLE STREAM RECYCLE SERVICES  
AGREEMENT ADDENDUM**

THIS ADDENDUM, dated for reference purposes only, January 7, 2022, is made to the Solid Waste Collection and Single Stream Recycle Services Agreement (the “Agreement”), dated May 3, 2016 , made by and between the City of Bel Aire, Kansas, (“City”) and Wase Connections of Kansas, Inc., (“Hauler”), for solid waste collection and single stream recycling services.

WITNESSETH:

NOW, THEREFORE, the parties hereto agree that Article 1 (Obligations and Standards of Hauler), Section C (Hauler Provides), Subsection 6 (Bulk Curbside Collection) of the (“Agreement”) shall be amended to read as follows:

6. Trucks and drivers shall support an annual (1 time per year) bulk curbside collection of non-hazardous materials. Hauler shall provide one (1) annual (1 time per year) coupon per utility customer for a free disposal at the Sedgwick County transfer station of allowed materials in the size of a normal pickup or smaller.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first written above.

**CITY OF BEL AIRE**

**WASTE CONNECTIONS of  
KANSAS, Inc.**

By:\_\_\_\_\_

By:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_



## Memo

DATE: January 5, 2022  
 TO: Ty Lasher, City Manager  
 FROM: Ted Henry, Assistant City Manager/ Director of Finance  
 RE: Waste Connection Trash/Recycling Rates from 2008-2022

---

	TRASH			RECYCLING	
	95 Gallon	65 Gallon	% Change	95 Gallon	% Change
2008	\$13.55	\$10.86		\$4.00	
2009	\$13.55	\$10.86	0.0%	\$4.00	0.0%
2010	\$13.55	\$10.86	0.0%	\$4.00	0.0%
2011	\$13.55	\$10.86	0.0%	\$3.75	-6.3%
2012	\$13.55	\$10.86	0.0%	\$3.75	0.0%
2013	\$12.30	\$10.77	-9.2%	\$4.00	6.7%
2014	\$12.50	\$10.78	1.6%	\$4.00	0.0%
2015	\$12.65	\$10.79	1.2%	\$4.00	0.0%
2016	\$12.65	\$10.79	0.0%	\$4.00	0.0%
2017	\$12.84	\$10.81	1.5%	\$4.06	1.5%
2018	\$12.84	\$10.81	0.0%	\$4.06	0.0%
2019	\$12.84	\$10.81	0.0%	\$4.06	0.0%
2020	\$12.84	\$10.81	0.0%	\$4.06	0.0%
2021	\$12.97	\$10.92	1.0%	\$4.10	1.0%
2022	\$12.97	\$10.92	0.0%	\$4.10	0.0%

# MANAGERS REPORT



**DATE:** January 7, 2022  
**TO:** Mayor Benage and City Council  
**FROM:** Ty Lasher, City Manager  
**RE:** January 11, 2022 Workshop

## **City of Bel Aire 2022 Legislative Priorities (Item Ia):**

The legislation season is upon us at the state and federal levels. Each year, both legislative bodies meet to consider new legislation. Often, bills are introduced that can negatively or positively affect the City of Bel Aire. The League of Kansas Municipalities (LKM) creates a legislative platform and helps lobby for cities. The Regional Economic Area Partnership, which represents south central Kansas, also creates a legislative platform. Council reviews the League and REAP platforms to identify a list of five priorities that are most important for Bel Aire. Included in your packet is the 2021 Bel Aire priorities and 2022 REAP / LKM platforms. Once Council has determined a list of priorities, staff will create a letter for final review and approval. The letter will then be sent to all our representatives in Topeka and Washington. Staff will also use these priorities when speaking individually with legislators for supporting / opposing legislation that comes up daily. I have asked staff to share the priorities they see that directly impact their department. Here are their recommendations:

## **Finance:**

1. **Home Rule.** Consistent with the Home Rule Amendment of the Kansas Constitution approved by voters in 1960, we support local elected officials making decisions for their communities, particularly local tax and revenue decisions. (LKM) *For obvious reasons but tax and spending are critical.*
2. **Repeal unnecessary budget requirement and leave local tax and spending decisions to local elected officials who ultimately answer to our local voters.** New Revenue Neutral Rate requirements duplicate budget hearings already in place and duplicate the mailing information already provided to our citizens. We are wasting time that could be spent growing our local economy and money that could be spent on public safety or local street improvements. (NOTE: not listed in LKM or REAP but Ted's thoughts)
3. **Countywide Sales and Use Taxes.** Since 1977, Kansas has successfully used a city-county revenue sharing formula for the benefit of all. The

existing formula benefits both city and county taxpayers and ensures there is a fair method to distribute funds that are generated primarily in cities. (LKM) *Countywide Sales tax is 20-25% of Bel Aire's total revenues.*

4. **Federal Recovery Money for Cities.** Federal funding from the CARES Act and the American Rescue Plan Act have been critical for local governments to both respond to the negative impacts of the pandemic and support the economic recovery. As cities work on plans to best help their residents, Congress should not move to take back these funds. (LKM) *Add: Congress should provide flexibility for these funds to be used on all infrastructure projects.*
5. **KPERS.** We support the full funding of the Kansas Public Employees Retirement System (KPERS) and Kansas Police & Fire (KP&F) retirement systems and honoring all commitments that have been made by KPERS and KP&F. The local KPERS system should remain separate from the state and school retirement system. Changes to the KPERS system should not impact a city's ability to hire and retain qualified public employees, **including any undue burden on hiring KPERS retirees**, or reduce benefits promised to employees. (LKM) *As we continue to see the baby boom generation retire, jobs are becoming very difficult to fill. Being able to hire retired government workers would be a great option. Current legislation penalizes the retiree as well as the organization.*

#### **Police:**

1. Chief agrees with all 2021 Bel Aire agenda points.
2. In the REAP document, several items were captured in Bel Aire's document.

#### **Public Works:**

1. City-County Highway Fund – This is what provides some of our financial support for maintaining our streets.
2. Transportation Maintenance – Funding for biking and walking infrastructure.
3. Utilities & Mandates – There are quite a few unfunded mandates out there. Over, the past four years, we have been collecting and testing stormwater samples for no regulatory purpose, other than KDHE research. No funds or reasoning why.

4. Right-of-Way – There have been slow erosions into our ability to maintain and control our own ROW – particularly when it comes to cell towers, 5G, etc.
5. Stormwater Management – See above discussion on mandates regarding stormwater.

### **City Manager:**

1. Finance – We support local control over property taxes (Repeal Tax Lid and no limit on property tax evaluations. Tax and evaluation lids directly impact the revenue of the City. City Council sets the mill levy and thereby the amount of property taxes collected). Sales taxes should be left up to the municipality. (Voters approve sales taxes. No change in local city/ county sharing of sales taxes. Fund the LAVTR to allow a reduction in property taxes). Collect on remote sales.
2. Utilities – Make no changes to franchise authority (City's maintain their ROW's so should be able to collect fees for their uses). Continue to allow local control of ROW's. Service area should be at the city level when annexations occur. We support clean water quality and water quantity. Changes should occur with the Groundwater Management Districts (Municipalities should be represented on those boards).
3. Transportation – We support increased infrastructure funding from the feds and state for local improvements. City-County Highway fund should be fully funded by the state. We support fully funding the state comprehensive transportation program (IKE) and none of these funds being used for other services. Safety and maintenance should remain a key focus for roads. We support funding for the K-254 Corridor Management Plan and implementation / funding of new improvements for this main corridor. Transportation Development Districts should remain as they are.
4. Economic Development – Ability for cities to issue tax abatements is key to business development and should not change. Tax Increment Financing and STAR bonds should continue to be utilized without changes.
5. General – Home Rule should not be altered. Eminent Domain and annexations are key to cities ability to grow and acquire property so should not be altered. City elections should remain non-partisan. Re-districting should be done to benefit citizens.

### **Senior Funding (Item Ib)**

The Bel Aire Senior Club has been in existence since 1990 operating as a non-profit and have kept their status through 2021. In 2002, when City Hall as



constructed, a room was set aside for seniors. The City applied for and received senior funding for the Senior Center. Since that time, there have been two separate and independent groups. Over the years, the City has given funding to the Senior Club and the amount has varied. In order to maintain the Senior Center Level 1 status, the City must provide and track a set number of activities as well as have the appropriate number of participants. The Senior Club would take attendance and share those numbers with the Rec Department. Over the last couple of years, the Senior Club has not shared their participation numbers, or very few, with the Recreation Center. The money the Senior Club has utilized over this same period has gone to fewer functions but more for donations. In 2020, the City hired WSU to take a comprehensive look at how our senior center is functioning. One of their recommendations was for the Rec Center to take over all planning for seniors. As the age of our seniors grows, getting volunteers is becoming more difficult. The Rec Staff would prefer to be more involved in assisting the Club with their activities and using those for required numbers for the Sedgwick County Department of Aging reports. Rather than granting those funds to the club, staff would prefer to assist with planning and paying for Club events based on input from their board. You can see below, the Senior Club was budgeted \$4,000 in 2022. Staff is recommending a revised Senior Policy where the club would request funding for events and the City Manager would approve. The max would be \$4,000 for 2022 and the events would need to benefit all seniors as well as count towards the Aging Department requirements.

	2022
Senior Center Budget*	\$ 35,010
Senior Club Grant	\$ 4,000
Bel Aire Chamber Grant	\$ 10,000
Special Events Budget	\$ 12,000

	2017	2018	2019	2020	2021	2022
Senior Club Grant	\$2,500	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000

#### **Waste Connections – Contract Amendment (Item Ic):**

The City entered into a 10-year contract with Waste Connections for trash and recycling services in 2016. The agreement does not include annual increases for rates but allows Waste Connections to request increases yearly. They have done this on occasion over the last five years. However, the city has only approved two increases totaling 2.5%. As Waste Connections looks at ways to improve efficiencies as well as provide quality service, they have suggested we alter the contract from two curbside cleanups to one curbside cleanup. In exchange for the second curbside collection, they would give each customer a coupon to take one

pickup load of trash to the transfer station one time per year. Staff has discussed this option and feels it could be a positive. We no longer have a brush site so homeowners could take one load to the transfer station at no charge. In addition, citizens could take what they would have left for the curbside pickup to the landfill on their own time schedule rather than the collection dates agreed upon by the City and Waste Connections. You might see other changes to consider and we could discuss. Keep in mind, we have to be cautious about opening renegotiations as that could change pricing.