

AGENDA CITY COUNCIL MEETING 7651 E. Central Park Ave, Bel Aire, KS May 21, 2024 7:00 PM



- I. CALL TO ORDER: Mayor Jim Benage
- II. ROLL CALL

Greg Davied _____ Justin Smith _____

John Welch

Tyler Dehn ____ Emily Hamburg ____

- III. OPENING PRAYER: Dr. Terry Hedrick
- IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG
- V. PROCLAMATION
 - A. National Public Works Week, May 19-25, 2024
 - **B.** Memorial Day May 27, 2024
- VI. DETERMINE AGENDA ADDITIONS
- VII. CONSENT AGENDA
 - **A.** Approval of Minutes of the May 7, 2024 City Council meeting.
 - **B.** Accept Petitions for Sanitary Sewer and Water Distribution System Improvements to serve Lycee Addition.
 - **C.** Adopt Resolutions Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire; Making Certain Findings With Respect Thereto; And Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Sanitary Sewer and Water Distribution System Improvements/Lycee Addition).
 - **D.** Approve the reappointment of Ted Henry as City Manager for the next twelve months.
 - E. Approve the reappointment of Maria Schrock as City Attorney for the next twelve months.



F. Approve the reappointment of Terry Beall as Municipal Court Judge for the next twelve months.

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

Motion _____ Second _____ Vote _____

VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

<u>A.</u> Consideration of Appropriations Ordinance No. 24-09 in the amount of \$403,330.40.

Action: Motion to (approve / deny / table) Appropriations Ordinance No. 24-09.

Motion _____ Second _____ Vote _____

IX. CITY REQUESTED APPEARANCES

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

XI. REPORTS

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

XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

<u>A.</u> Consideration of a request by Waste Connections for rate increase for solid waste and recycling services. Herschel West, Waste Connections, will present the request.

Action: Motion to (approve / deny / table) a ____% rate increase for solid waste and recycling services fees paid by the City to Waste Connections effective July 1, 2024. Any changes to the rate the City of Bel Aire charges to customers for trash and recycling service will be discussed and approved by resolution at a future City Council Meeting.

Motion _____ Second _____ Vote _____

B. Consideration of a quote to replace 4 water pumps in the Bel Aire pump house. Two quotes were received:

<u>Contractor</u> <u>Total</u>

JCI \$53,559.00

MEM - Industrial LLC \$89,657.86



Action: Motion to (accept / deny / table) the quote from ______ in the amount of \$______ to replace 4 water pumps in the Bel Aire pump house and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

C. Consideration of selecting a proposal for Sewer Manhole Rehabilitation 2024. Two contractors provided proposals:

<u>Contractor</u>	<u>Total</u>
UMC	\$34,200.00
Mayer	\$124,345.00
Dondlinger	No Proposal

Action: Motion to (accept / deny / table) the proposal from _____ in the amount of \$_____ and authorize the Mayor to sign.

Amount

Motion _____ Second _____ Vote _____

D. Consideration of selecting a proposal for Sewer Camera Equipment. Four Contractors provided proposals:

Contractor

Contractor	Amount
Key Equipment (Rover X)	\$125,400.00
Elliot Equipment Company (Aries)	\$235,000.00
Insight Vision (Riezler)	\$109,467.45
MPE Equipment	\$104,995.00

Action: Motion to (accept / deny / table) the proposal from ______ in the amount of \$_____ for sewer camera equipment, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

E. Consideration of appointing a Council President for 2024 to replace Justin Smith.

Action: Motion to appoint______as Council President for 2024.

Motion _____ Second _____ Vote _____

F. Consideration of appointing a Councilmember to the Public Building Commission to fill the seat previously held by Justin Smith. Per City Code, the term of office of the Governing Body Member on the PBC shall be co-terminus with the member's term of office as a member of the Governing Body of the City.

Action: Motion to (approve / deny / table) Mayor Benage's appointment of Councilmember ______ to the Public Building Commission.

Motion _____ Second _____ Vote _____

XIII. EXECUTIVE SESSION



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

Motion _____ Second _____ Vote _____

XIV. DISCUSSION AND FUTURE ISSUES

XV. ADJOURNMENT

Action: Motion to adjourn.

Motion _____ Second ____ Vote ____

Additional Attachments:

- A. Public Works Staff Report April 2024
- **B.** April 2024 Monthly Finance Report
- C. Manager's Report May 21, 2024

<u>Notice</u>

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



Section V, Item A.

WITH RESPEC ITS PAST

Bel Aire

Proclamation

National Public Works Week, May 19-25, 2024

"Advancing Quality of Life For All"

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of Bel Aire; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Bel Aire to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, I, Mayor Jim Benage do hereby designate the week May 19–25, 2024, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of Bel Aire, Kansas this_____ day of ______, 2024.

Jim Benage, Mayor

City of Bel Aire

Proclamation

TO THE CITIZENS OF BEL AIRE, KANSAS, GREETINGS:

WHEREAS, since 1868, Memorial Day has been uniquely an American day of remembrance on which we pay our respects and honor the memory of more than one million Americans who died in battle and made the ultimate sacrifice for our country and our freedoms; and

WHEREAS, in keeping with the traditions that have preceded us, many of us have friends and family members who have selflessly given themselves to the future of this great nation and who we honor on this day; and

WHEREAS, these soldiers were someone's child, spouse, parent and it is important that we remember every day, in this great nation, that our freedom came at a price; and

WHEREAS, veterans have bravely served in all parts of the world, not only fighting for our freedoms but for all mankind; and

WHEREAS, the City of Bel Aire Kansas joins with other cities throughout the State of Kansas and the United States of America in honoring those who have given their lives and recognizing that their sacrifices were noble, their heroism unparalled and their dedication to God and Country unforgettable.

NOW, THEREFORE, I Jim Benage, by virtue of the power and authority vested in me as Mayor of the City of Bel Aire do hereby proclaim May 27th as Memorial Day in the City of Bel Aire and do urge all our citizens to join in remembering our veterans.

> **IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the offi cial seal of Bel Aire, Kansas this 21st day of May, 2024.

> > Jim Benage, Mayor

Section V, Item B.

CITY OF

THE FUTURE

WITH RESPECT FOR



MINUTES CITY COUNCIL MEETING 7651 E. Central Park Ave, Bel Aire, KS May 07, 2024 7:00 PM



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

II. ROLL CALL

Present were Councilmembers Greg Davied, Tyler Dehn, Emily Hamburg, Justin Smith, and John Welch. Also present were City Manager Ted Henry, City Attorney Maria Schrock, Director of Public Works Marty McGee, City Engineer Anne Stephens, City Clerk Melissa Krehbiel, Bond Counsel Kevin Cowan of Gilmore and Bell, consultant Ken Lee of Garver.

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

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. PROCLAMATION

- A. Older Americans Month, May 2024
- B. Public Service Recognition Week, May 5-11, 2024

Councilmembers Davied and Smith read the proclamations aloud and Mayor Benage signed both proclamations.

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

VII. CONSENT AGENDA

- A. Approval of Minutes of the April 16, 2024 City Council meeting.
- **B.** Accept Petitions for Paving, Sanitary Sewer, Stormwater, and Water Distribution System Improvements to serve Chapel Landing 6th Addition.
- C. Adopt Resolutions Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire; Making Certain Findings With Respect Thereto; And Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Paving, Sanitary Sewer, Stormwater Sewer, and Water Distribution Improvements/Chapel Landing 6th Addition).

- D. Approve Waz Up Fireworks, LLC to be located at 9745 E 50<u>th</u> St N (Clinic In A Can) as qualifying for Fireworks Retail Sales Permit pending Sedgwick County Fire Marshall inspection.
- E. Approve Wholesale Fireworks Enterprises, LLC to be located at 6334 E Crestmark as qualifying for Fireworks Retail Sales Permit pending Sedgwick County Fire Marshall inspection.
- F. Accept the Mayor's reappointment of Dee Anne Roths to the Planning Commission. The term will be three years and will expire on 6/1/2027.
- G. Accept the Mayor's reappointment of Philip Jordan to the Planning Commission. The new term is three years and will expire on 4/1/2027.

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

VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 24-08 in the amount of \$2,291,672.24.

MOTION: Councilmember Smith moved to approve Appropriations Ordinance No. 24-08. Councilmember Davied seconded the motion. *Motion carried 5-0*.

IX. CITY REQUESTED APPEARANCES

A. Ken Lee, Garver – 45th Street roundabout preliminary design sketch

Mr. Lee presented a project overview and stood for questions from the Council.

B. Gary O'Neal, Bel Aire Lions Club – Application for Fireworks Retail Sales Permit

Gary O'Neal spoke to the Council and stood for questions. This year, there was uncertainty about Lions Club's usual location due to construction in the area causing Lions Club to submit an incomplete application. The Lions Club's partner, Bellino Fireworks, submitted the complete application on Friday. Mr. O'Neal asked the Council to consider approving the application.

X. CITIZEN CONCERNS: No one spoke.

XI. REPORTS

A. Council Member Reports

Councilmember Dehn reported on a recent meeting with USD 259 officials and community members regarding bike-walk to school programs and bike safety education at Isely Elementary School. He plans to attend a strategic planning meeting of the K-254 Coordinator Development

Association on May 14th. He reminded residents about upcoming events: an informational meeting about summer camp will be held at the Bel Aire Recreation Center on May 16th; and the Bel Aire Police Department will host their annual "Cops and Bobber's" fishing clinic on May 18th. Also, monthly walking events are planned; more information can be found at the Rec Center's Facebook page.

Councilmember Hamburg briefly reported on the ribbon-cutting for Homestead Senior Residences, her volunteer time for E-recycle and Shred Day, and the latest meeting of the CCUA. She noted that the Bel Aire Breeze had incorrectly reported her vote on April 16th for the Cozy Drive paving bid; she in fact voted against the motion.

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

Councilmember Welch reported on the Lions Club's E-recycle and Shred Day at City Hall and the grand opening of Homestead Senior Residences.

Councilmember Smith announced that he is moving to a new home outside of Bel Aire and therefore he has submitted a letter of resignation. His resignation from City Council will be effective on July 31st, 2024 or as soon as a new Councilmember is appointed to his seat. He resigned from the Public Building Commission, effective immediately. He will continue to serve on CCUA. He stated it has been a privilege and an honor to serve Bel Aire and he will miss the community.

B. Mayor's Report

Mayor Benage reviewed the process for appointing a new Councilmember to fill the vacancy created by Justin Smith's resignation. Letters of Interest and Resumes will be taken until June 7, 2024 and a new appointment will be made by September 4, 2024. Letters of Interest and Resumes can be sent by mail to City Hall or by email to Mayor Benage at <u>jbenage@belaireks.gov</u>. Please "CC" (carbon copy) the City Clerk at <u>mkrehbiel@belaireks.gov</u>. Regarding the vacancy on the Public Building Commission, a Councilmember will need to be appointed to this seat. The appointment will be on the agenda at the May 21st City Council meeting.

Mayor Benage reported on a letter he sent last weekend to the Governor's chief of staff regarding support for Senate Bill 37 and opposition to CCR-2096. He briefly reviewed the grand opening of Homestead Senior Residences, the latest meeting of the CCUA, and the April 20th Celebrate Trees event. Regarding upcoming events, he encouraged residents to attend the regional transportation plan meeting that will be held at City Hall on June 5th. Mayor Benage congratulated Aaliyah Alvarado, Wichita Northeast Magnet High School, for winning best in category for her photograph in the 2024 Congressional Art Competition.

C. City Attorney Report

City Attorney Maria Schrock briefly reported on the addition of notices and legal publications to the City's website.

D. City Manager Report

City Manager Ted Henry reported on City procedures for expected severe weather under the Emergency Operations Plan. Regarding upcoming events, on May 18th both Curbside Cleanup and the Police Department's fishing clinic will be held.

XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of an application from Bel Aire Lions Club for Fireworks Sales Permit pending Sedgwick County Fire Marshall inspection.

MOTION: Councilmember Davied moved to approve the application from Bel Aire Lions Club for Fireworks Sales Permit pending Sedgwick County Fire Marshall inspection and authorize the Mayor to sign. Councilmember Hamburg seconded the motion. *Motion carried 5-0.*

B. Consideration of an application from Shocker Fireworks for Fireworks Sales Permit pending Sedgwick County Fire Marshall inspection.

Councilmembers asked questions of the applicant regarding lighting and the correct address for the vacant lot where the fireworks stand has traditionally been located. Dennis Frasco, Shocker Fireworks, stood for questions from the Council. Mr. Frasco stated that new lighting, low to the ground, would be installed instead of a light tower. City Attorney Maria Schrock stated that staff would work with the applicant to clarify the lot address with all relevant parties; she recommended amending the address on the application to 4608 E 45th Street North.

MOTION: Councilmember Davied moved to approve the application from Shocker Fireworks at 4608 E. 45th for Fireworks Sales Permit pending Sedgwick County Fire Marshall inspection and authorize the Mayor to sign. Councilmember Dehn seconded the motion. *Motion carried 5-0*.

C. Consideration of A Resolution Of The Governing Body Of The City Of Bel Aire, Kansas Authorizing The Sale And Conveyance Of Certain Property To North Webb, LLC.

MOTION: Councilmember Smith moved to adopt the Resolution Of The Governing Body Of The City Of Bel Aire, Kansas Authorizing The Sale And Conveyance Of Certain Property To North Webb, LLC and authorize all required signatures. Councilmember Davied seconded the motion. *Motion carried 5-0*.

D. Consideration of Work Order No. 24-04 with PEC for Civil Engineering Design Services for the 2024 Street Maintenance Program.

MOTION: Councilmember Hamburg moved to approve Work Order No. 24-04 with PEC for Civil Engineering Design Services for the 2024 Street Maintenance Program and authorize the Mayor to sign. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

E. Consideration of a Bid for Paving Improvements to serve Aurora Park (40th & Parkwood). Bids were received from three companies:

	Eng. Estimate	APAC	KS Paving	Pearson
Base Bid	\$519,098.50	\$927,791.00	\$717,257.00	\$786,926.50
Alt 1: Intersection	(\$5,200.00)	(\$5,980.00)	(\$5,720.00)	(\$9,100.00)
Base + Alt 1	\$513,898.50	\$921,811.00	\$711,537.00	\$777,826.50
Alt 2: Ditch	\$101,355.00	\$255,702.00	\$173,577.00	\$359,352.00
Base + Alt 2	\$620,453.50	\$1,183,493.00	\$890,834.00	\$1,124,464.50
Base + Alt 1 & 2	\$615,253.50	\$1,177,513.00	\$885,114.00	\$1,115,364.50
Alt 3: Concrete	\$128,340.00	\$147,591.00	\$102,672.00	\$147,591.00
Base + Alt 3	\$647,438.50	\$1,075,382.00	\$819,929.00	\$934,517.50
Base + Alt 1, 2 & 3	3 \$743,593.50	\$1,325,104.00	\$987,786.00	\$1,262,955.50

MOTION: Councilmember Welch moved to accept the base bid from Kansas Paving and Alternate 2 for a total bid amount not to exceed \$840,834, with the City paying \$131,000 for deferred maintenance on the ditches plus the \$173,577 for the Alt 2 ditch repair and authorize the Mayor to sign. Motion died for lack of second. Discussion followed.

MOTION: Councilmember Dehn moved to accept the amended base bid amount of \$667,257 from Kansas Paving and Alternate 2 in the amount of \$173,577 for a total not to exceed \$840,834; to further clarify, of the base bid amount we are electing to save costs on pipe by taking a \$50,000 deduct for use of HDPE pipe for the driveway culvert pipes; and of the base bid, \$131,747 is being paid by the City of Bel Aire for deferred maintenance on the Storm Sewer ditches. Councilmember Davied seconded the motion. *Motion carried 4-1*, with Councilmember Hamburg voting against the motion.

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

Following a brief recess, Mayor Benage called the meeting back to order.

MOTION: Councilmember Davied motioned to take up Item XIII Executive Session. Councilmember Smith seconded the motion. *Motion carried 5-0*.

XIII. EXECUTIVE SESSION

MOTION: Councilmember Smith moved to go into executive session for the sole purpose of discussion of the subject of: attorney-client privilege, pursuant to the KSA 75-4319 exception for: contract negotiations. Invite the City Manager and the City Attorney. The meeting will be for a period of 30 minutes, and the open meeting will resume in City Council Chambers at 9:43 p.m. Councilmember Welch seconded the motion. *Motion carried 5-0*.

The Council then recessed into executive session. At 9:43 p.m. Mayor Benage called the meeting to order in open session and stated that no binding action had been taken.

(Section XII. Ordinances, Resolutions And Final Actions continued)

F. Consideration of a Charter Ordinance exempting the City of Bel Aire, from the provisions of K.S.A. 12-1651.

MOTION: Councilmember Smith moved to adopt Charter Ordinance No. 25 exempting the City of Bel Aire from the provisions of K.S.A. 12-1651, relating to designation of an official city newspaper and providing substitute and additional provisions on the same subject. Councilmember Welch seconded the motion. Roll Call Vote:

Greg Davied - Aye	Tyler Dehn – Aye	Emily Hamburg – Aye
Justin Smith – Aye	John Welch – Aye	Mayor Jim Benage – Aye
Motion carried 6-0.	-	

G. Consideration of An Ordinance Calling A Referendum Election To Approve Proposed Charter Ordinance 25 Of The City Of Bel Aire, Kansas And Setting The Election For The Same In Conjunction With The State-Wide August Primary Election.

MOTION: Councilmember Welch moved to adopt An Ordinance Calling A Referendum Election To Approve Proposed Charter Ordinance 25 Of The City Of Bel Aire, Kansas And Setting The Election For The Same In Conjunction With The State-Wide August Primary Election. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

XIV. DISCUSSION AND FUTURE ISSUES

A. City Council Workshop - May 14th at 6:30 p.m.

The Council briefly discussed the agenda for the next City Council workshop which will be held on May 14th at 6:30 p.m. It will be a joint workshop with Planning Commission.

XV. ADJOURNMENT

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

PETITION SANITARY SEWER IMPROVEMENTS LYCEE, BEL AIRE, SEDGWICK COUNTY, KANSAS

TO: The Mayor and City Council (the "Governing Body") City of Bel Aire, Kansas

Dear Council Members:

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

LYCEE

Lots 1 through 3, Block B

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

(a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

(b) That the estimated and probable cost of the foregoing improvements being One Hundred Sixty-Nine Thousand Dollars (\$169,000), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after the date of adoption of a resolution authorizing the Improvements.

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 3, Block B, <u>LYCEE</u>, shall each pay 1/3 of the total cost of the improvements.

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

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.

(b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

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

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

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

Signature	Dated	Property Owned Within Proposed Improvement District
Greg Hiser a/k/a Gregory K. Hiser	4 130/24	LYCEE Lots 1 through 3, Block B
Rebecca Hiser	4 130 24	

THIS PETITION was filed in my office on ______, and was examined, considered and found sufficient by the Governing Body of the City on

City Clerk

LYCEE

Bel Aire, Sedgwick County, Kansas

SANITARY SEWER PETITION

Benefit District: (3 Lots) Lots 1 through 3, Block B

Cost Estimate:

ltem	Quantity	Unit	Unit Price	Amount
Pipe, SS 8"	1150	L.F.	\$35.00	\$40,250.00
MH, Standard SS (4')	8	EA.	\$5,500.00	\$44,000.00
MH,Doghouse SS (4')	1	EA.	\$6,500.00	\$6,500.00
Pipe, Casing (20" ID min.)	40	L.F.	\$250.00	\$10,000.00
Stubs	1	EA.	\$1,200.00	\$1,200.00
Easement Grading	1	L.S.		\$0.00
Erosion Control	1	L.S.	\$2,500.00	\$2,500.00
Fill, Sand (Flushed & Vibrated)	430	L.F.	\$30.00	\$12,900.00
Site Clearing and Restoration	1	L.S.	\$7,500.00	\$7,500.00
Subtotal				\$124,850.00
+ 35% Design, Insp.,			ويسترجع والمرابع والمرابع المنابع والمرابع والمرابع والمرابع والمرابع	
& Administration				\$43,697.50
Total	***			\$168,547.50

Petition Amount

Average Cost Per Lot

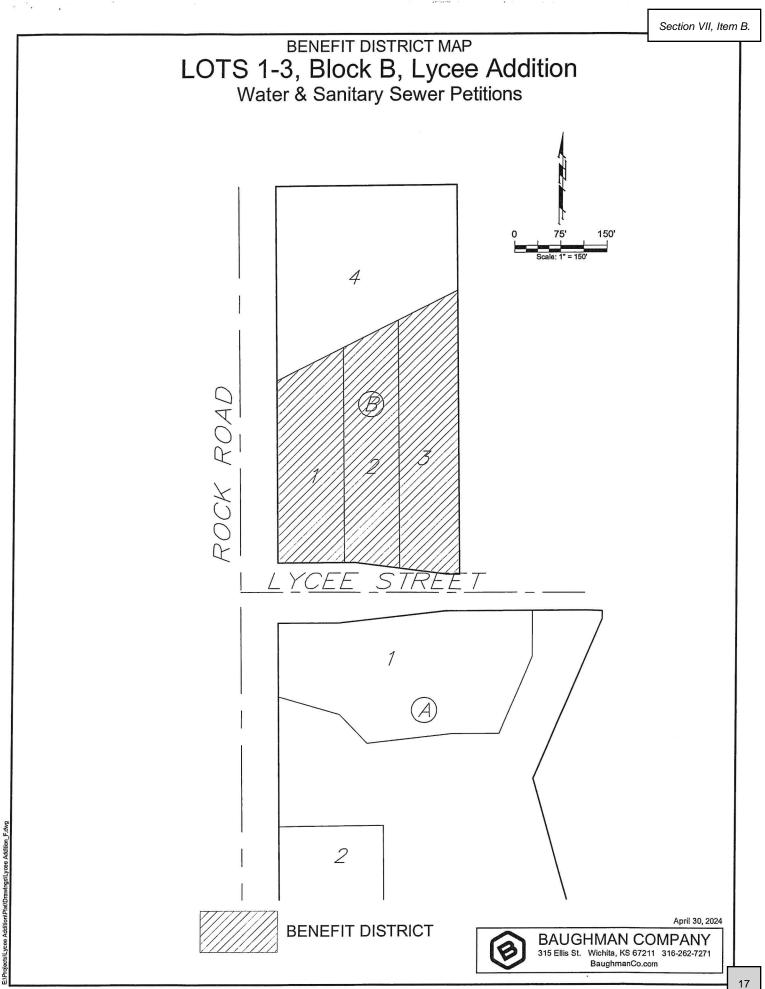
Average Monthly Assessment

\$56,333

\$169,000

\$341 (Based on 20 years @ 4%)

\$372 (Based on 20 years @ 5%)



PETITION WATER IMPROVEMENTS LYCEE, BEL AIRE, SEDGWICK COUNTY, KANSAS

TO: The Mayor and City Council (the "Governing Body") City of Bel Aire, Kansas

Dear Council Members:

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

LYCEE

Lots 1 through 3, Block B

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

(a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

(b) That the estimated and probable cost of the foregoing improvements being One Hundred Thirty-Three Thousand Dollars (\$133,000), with 100 percent of the total cost payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after the date of adoption of a resolution authorizing the Improvements.

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 3, Block B, <u>LYCEE</u> shall each pay 1/3 of the total cost of the improvements.

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

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.

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

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

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

Signature	Dated	Property Owned Within
		Proposed Improvement District
Greg Hiser a/k/a Gregory K. Hiser	4 130124	LYCEE Lots 1 through 3, Block B
Rebecca Hiser	4 130 124	

THIS PETITION was filed in my office on _____, and was examined, considered and found sufficient by the Governing Body of the City on

City Clerk

LYCEE

Bel Aire, Sedgwick County, Kansas

WATER LINE PETITION - PHASE

Benefit District: (3 Lots) Lots 1 through 3, Block B

Cost Estimate:

ltem	Quantity	Unit	Unit Price	Amount
Pipe, WL 8"	1080	L.F.	\$50.00	\$54,000.00
Fire Hydrants	2	EA.	\$6,000.00	\$12,000.00
Valve Assembly, Anchored 8"	1	EA.	\$2,500.00	\$2,500.00
Valve Assembly, 8"	5	EA.	\$2,000.00	\$10,000.00
Fill, Sand (Flushed & Vibrated)	540	L.F.	\$25.00	\$13,500.00
Erosion Control	1	L.S.	1500	\$1,500.00
Site Clearing and Restoration	1	L.S.	\$5,000.00	\$5,000.00
Subtotal				\$98,500.00
+ 35% Design, Insp.,				
& Administration				\$34,475.00
Total				\$132,975.00

Petition Amount

\$133,000

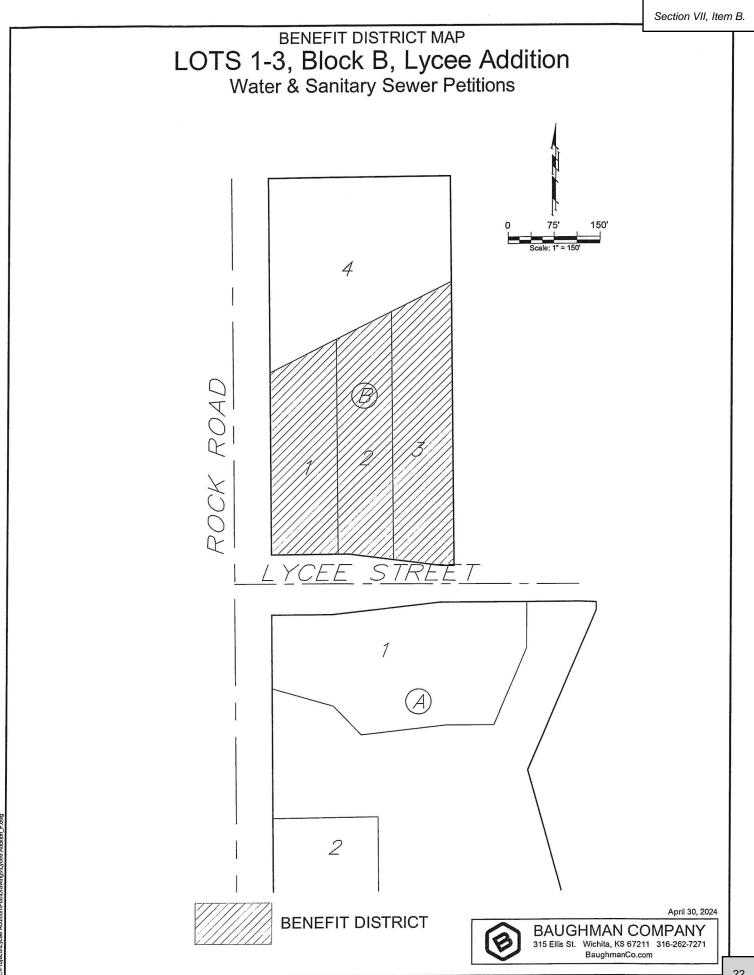
Average Cost Per Lot

Average Monthly Assessment

\$44,333

\$269 (Based on 20 years @ 4%)

\$293 (Based on 20 years @ 5%)



Gilmore & Bell, P.C. 05/14/2024

EXCERPT OF MINUTES OF A MEETING OF THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS HELD ON MAY 21, 2024

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

Absent:

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

* * * * * * * * * * * * * *

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/LYCEE ADDITION).

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

Yea: _____.

Nay: _____

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

* * * * * * * * * * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

Gilmore & Bell, P.C. 05/14/2024

(Published in The Ark Valley News, on May __, 2024)

RESOLUTION NO. [___]

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/LYCEE ADDITION).

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

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

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

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

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

Construction of a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer.

(b) The estimated or probable cost of the Improvements is: \$169,000. Said estimated cost as above set forth may be increased to include interest on financing and administrative and financing costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after May 21, 2024.

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

Lycee Addition Lots 1 through 3, Block B

to the City of Bel Aire, Sedgwick County, Kansas.

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 3, Block B, shall each pay 1/3 of the total assessed cost of the Improvements.

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

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

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

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

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

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

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ADOPTED by the governing body of the City on May 21, 2024.

(SEAL)

ATTEST:

Jim Benage, Mayor

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 21, 2024 as the same appears of record in my office.

DATED: May 21, 2024.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C. 05/14/2024

EXCERPT OF MINUTES OF A MEETING OF THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS HELD ON MAY 21, 2024

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

Absent:

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

* * * * * * * * * * * * * *

(Other Proceedings)

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

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER SYSTEM IMPROVEMENTS/LYCEE ADDITION).

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

Yea: _____.

Nay: _____

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

* * * * * * * * * * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

Gilmore & Bell, P.C. 05/14/2024

(Published in The Ark Valley News, on May __, 2024)

RESOLUTION NO. [___]

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER SYSTEM IMPROVEMENTS/LYCEE ADDITION).

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

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

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

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

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

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer.

(b) The estimated or probable cost of the Improvements is: \$133,000. Said estimated cost as above set forth may be increased to include interest on financing and administrative and financing costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after May 21, 2024.

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

Lycee Addition Lots 1 through 3, Block B

to the City of Bel Aire, Sedgwick County, Kansas.

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 3, Block B, shall each pay 1/3 of the total assessed cost of the Improvements.

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

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

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on May 21, 2024.

(SEAL)

ATTEST:

Jim Benage, Mayor

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 21, 2024 as the same appears of record in my office.

DATED: May 21, 2024.

Melissa Krehbiel, Clerk

CITY OF BEL AIRE						
	AP ORD 2024-09					
Vendor	& Payroll Checks 05/01-05/14/2024					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION	\$	78.00			
ARC PHYSICAL THERAPY PLUS	DRUG SCREENING	\$	175.00			
ARK VALLEY NEWS	BREEZE AD	\$	1,740.64			
ATLAS ELECTRIC LLC	SR CENTER CEILING LIGHTS	\$	950.00			
BRAINARD, NATHAN W	YOUTH SPORTS OFFICIAL	\$	90.00			
CHAMBERS, ERIN	SPORTS ACTIVITY REFUND	\$	68.00			
CHISHOLM CREEK UTILITY AU	05/24 CCUA CONTINGENCY	\$	5,820.00			
CINTAS CORPORATION	PD MATS/UNIFORMS/TOWELS	\$	2,795.72			
СММ	CONTACTOR REPLACEMENT	\$	590.88			
COUNTRYSIDE LAWN & TREE C	FERTILIZER APPLICATION	\$	1,675.00			
COX COMMUNICATIONS	INTERNET/PHONE SVC	\$	154.95			
CULLIGAN OF WICHITA	WATER SERVICE	\$	70.45			
DELTA DENTAL PLAN OF KANS	05/24 MONTHLY PREMIUM	\$	2,758.99			
ECITY TRANSACTIONS, LLC	04/24 ONLINE PYT SERVICE	\$	450.00			
EMPOWER RETIREMENT 457	EMP VLNTRY 457	\$	562.00			
EVERGY	ELEC SVC:CITY BLDGS	\$	12,820.61			
EWING IRRIGATION PRODUCTS	REC IRRIGATION SUPPLIES	\$	448.86			
FELIX'S LANDSCAPING & IRR	REC:IRRIGATION REPAIR	\$	870.00			
FICA/FEDERAL W/H	FED/FICA TAX	\$	24,656.82			
HARDWICK, CHRISTOPHER	YOUTH SPORTS OFFICIAL	\$	48.00			
HARDWICK, JEFFREY	YOUTH SPORTS OFFICIAL	\$	144.00			
HASTY AWARDS	REC PROGRAM AWARDS	\$	30.01			
HESS, MARTY	YOGA INSTRUCTOR	\$	135.00			
IDEATEK TELECOM	04/24 HOSTED PHONE SERV	\$	838.27			
IMA, INC.	HEALTH BENEFITS ADMIN MAY #08	\$	833.00			
IMAGINE IT, INC	SERVER REPLACEMENT PROJ#11512	\$	12,136.25			
KEY EQUIPMENT	STREET SWEEPER PART	\$	1,140.25			
KIRBY, BRENNA	YOUTH SPORTS OFFICIAL	\$	120.00			
KIRBY, WILLOW	YOUTH SPORTS OFFICIAL	\$	96.00			
KS DEPT OF LABOR: EMPLYMNT	1ST QTR 2024 UNEMPLOYMENT	\$	3,865.64			
KS DEPT REV:WITHHOLDING T	STATE TAX	\$	4,425.58			
KS DEPT TRANSPORTATION	RAIL SPUR LOAN PYMNT #105	\$	3,877.06			
KS PUBLIC EMPL RETIRE SYS	KP&F	\$	21,856.41			
LAUTZ LAW LLC	CRT APPTD DEFENSE ATTY	\$	525.00			
LEAGUE OF KS MUNICIPALITI	OPEN RECORDS TRAINING	\$	54.13			
M6 CONCRETE ACCESSORIES	POOL SUPPLIES	\$	127.78			
MADER, AMY	SPORTS ACTIVITY REFUND	\$	45.00			
MCCOSKEY, CRAIG A	CONTRACT MOWING	\$	400.00			
MUNICIPAL SUPPLY INC	HYDRANT WICHITA SPEC	\$	5,237.14			
NATIONAL SCREENING BUREAU	NEW HIRE BACKGROUND CHECK	\$	160.00			
NCSI	COACH BACKGROUND CHECKS	\$	262.50			

OREILLY AUTO PARTS	AUTO REPAIRS/SUPPLIES	\$	3.05
PAYLOCITY	FSA EMPLOYEE EXPENSE	\$	1,360.72
PIVOLOCITY	ERP IMPLEMENTATION PLANNING PH	\$	1,250.00
PUBLIC WORKS & UTILITIES	658,500 GAL:03/05-04/03/24	\$	3,833.73
RAVENSCRAFT IMPLEMENT INC	TRACTOR SUPPLIES	\$	268.88
SMITH TRAPPER	YOUTH SPORTS OFFICIAL	\$	44.00
SPECTRUM PROMOTIONAL PROD	REC SPORTS SHIRTS/UNIFORMS	\$	411.64
SUMNERONE	COPIERS CONTRACTS/SUPPLIES	\$	172.60
SUPERIOR RUBBER STAMP	OFFICE SUPPLIES	\$	102.55
SURENCY	05/24 VISION INSURANCE	\$	443.93
TREE TOP NURSERY A	CONTRACT MOWING	\$	1,134.60
TRUCK STUFF INC	VEHICLE EQUIPMENT	\$	246.00
TYLER TECHNOLOGIES INC	CHART OF ACCOUNTS SCHEMA	\$	290.00
ULINE	SUPPLY WALL MOUNT	\$	302.87
USA BLUE BOOK	WATER TESTING SUPPLIES	\$	996.07
UTILITY MAINTENANCE CONTR	HILLCREST WA MAIN REPLACEMENT	\$ 2	200,061.50
VERIZON WIRELESS:CELL PHS	CELL PHONE SVC	\$	1,606.22
WADE, TERESA	TAEKWONDO INSTRUCTOR	\$	180.00
WILLIAMS JANITORIAL SUPPL	JANITORIAL SUPPLIES	\$	145.80
WILLIAMS, JOY:ATTY AT LAW	PROSECUTOR SVC	\$	656.50
PAYROLL CHECKS	PAYROLL CHECKS ON 05/08/2024	\$	76,686.80
	CLAIMS TOTAL	<u> </u>	403,330.40

S-15-Zel Approved



City of Bel Aire, Kansas

City Of Bel Aire, KS. Ted Henry, City Manager April 30, 2024

Dear Ted,

Waste Connections of Kansas, Inc. appreciates the opportunity to service the recycling & trash hauling needs for the City of Bel Aire. We value our business relationship and look forward to continuing our partnership for many years to come.

Waste Connections would like to thank the city for the two percent increase in June of 2023. In the last ten months our operating costs have still been increasing like everything else. Waste Connections again is requesting a two percent (2%) increase effective June 1, 2024.

The rates with the two percent (2%) will be the following:

1-95-gallon residential cart 2-95-gallon residential carts 1-65-gallon residential cart 1-95-gallon recycle cart June 2023 Rates \$9.86 per month \$15.20 per month \$8.79 per month \$3.47 per month

Requested Rates \$10.06 per month \$15.51 per month \$8.97 per month \$3.54 per month

The two percent (2%) increase brings the monthly cost for 1-95-gallon trash & recycle cart to \$13.60 per month, \$0.27 more than the 2023 rate. Over the eight years of service this would equal a total increase of \$1.10 per month. The 2016 rate was \$12.50 per month, and we are requesting \$13.60 per month for 1-95-gallon trash & recycle cart.

I hope the service Waste Connections has provided over the past eight years supports the two percent (2%) increase effective June 1, 2024.

Again, we would like to thank you for your community's support. Please feel free to call me if you have any questions or concerns.

Sincerely,

Herschel West Waste Connections of Kansas Municipal Marketing Manager Office: 316-838-4973

Cell: 316-253-8023



DATE:May 16, 2024TO:Mayor and City CouncilFROM:Ted Henry, City ManagerSUBJECT:Soid Waste and Recycling Increase

Summary:

Waste Connections is requesting a 2% increase of trash and recycling fees effective June 1, 2024.

Recommended Action:

Accept 2% rate increase from Waste Connections with no change to current City rate structure.

Future Actions:

I've instructed staff to look at a different approach to setting rates for trash and recycling.

Neighboring cities establish a set administrative fee that is added to the cost of services which then determines the trash and recycling rates. The admin fee would be used to offset the costs of staff time, billing expenses, and to support the annual transfer for street repairs.

Why?

City trash and recycling rates have historically been adjusted using various methods. The past few years Council has set rates by passing on the cost of the increase, and increasing the rate by the same percentage as the rate increased to the city which is more than the increased cost. The inconsistency of the method used to set rates has created a gap in the "profit". Currently the city gains a profit of \$2.52 or 28.67% for a small 65-gallon trash cart. A large 95-gallon trash cart profit is \$3.56 or 36.11%. Recycling services profit is \$.78 or 22.48%.

Establishing a set administrative fee, would close the gap and create a consistent method that would protect customers from unpredictable rate swings, plus remove the possibility of using multiple methods for setting rates. It would also create transparency with the customer.

<u>Helpful Data</u>

2024 Trash Rates						
City	95-g	al Trash	Rec	ycle	Tot	tal
Bel Aire-'23	\$	13.42	\$	4.25	\$	17.67
Park City	\$	13.68	\$	4.48	\$	18.16
Valley Center					\$	18.57
Andover	\$	12.54	\$	6.88	\$	19.42

Waste Mgt	\$ 23.12	\$ 11.53	\$ 34.68
Air Capital	\$ 25.00		
Waste Connections	\$ 22.00	\$ 14.00	\$ 36.00

AGREEMENT FOR

SOLID WASTE COLLECTION AND SINGLE STREAM RECYCLE SERVICES

THIS AGREEMENT ("<u>Agreement</u>") is made and entered into this 3rd 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 <u>Bel Aire Recreation Center</u>. Hauler will pay disposal costs.
 - (2) Trash and recycle carts for <u>Bel Aire Public Works Facility</u>. Hauler will pay disposal costs.
 - (3) A twenty (20) yard roll-off dumpster at <u>Bel Aire Public Works Facility</u>. City will pay costs associated with disposal of roll-off dumpster.
 - (4) Trash carts and recycle carts for <u>Bel Aire Swimming Pool</u> from May 15th to August 15th 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 nonhazardous materials. Hauler will pay disposal costs.

City of Bel Aire/Waste Connections/2016

Page 1|7

- (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. If the Hauler finds what reasonably appears to be discarded Exclude 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. <u>RATE INCREASES</u>. 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. <u>TERM</u>. 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. <u>DOCUMENTATION</u>. 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

City of Bel Aire/Waste Connections/2016 Page 3 7

- 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

ATTEST:

SEAL

nie Hayes, City

WASTE CONNECTIONS OF KANSAS, INC.

Signature, P

Attachment A

Request for Proposal

Section XII, Item A.





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

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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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 Klaste CONNECTIONS OF KANSAS, INC.
Toll Free Telephone 800-368-5907 Local 314-838-4973 Fax 938-1854
E-Mail herschel o C was te connections.com
Mailing Address 2745 N. Otto 0
City & State K/1CHITA KS. Zip Code 67219
FEIN Number <u>86 p99 p7 p4</u>
SignatureDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDate
Signature
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 HERSSHEL WEST
Address 2745 N. Otto
City & State William , KS. Zip Code 107219

Toll Free Telephone 800-308-5502 Local 316-838-4973 Fax 316-838-1856

E-Mail herscholing was teconections. com

Website use wasteconnections wich ta, 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

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 prd________ 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

- 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.

- Acknowledgment of Addenda: The City reserves the right to amend this RFF 2.4 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 disgualification 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.
- Proposal Disclosures: At the time of closing, only the names of those who submitted 2.7 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 disgualification.

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 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 $\frac{1}{2}$ 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:
 - 3.1.1 Contractor fails to make delivery of goods or services as specified in the contract;
- or
- 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 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 disgualification 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, whid 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 <u>"Proprietary"</u> 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 gualified 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 ha 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.
- 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 h 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

City of Bel Aire/Waste Connections/2016



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 7th, 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

Attachment C

Bid Proposal

City of Bel Aire/Waste Connections/2016

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 KANSAS, COMMECTIONS OF KANSAS, INC.
عن - 362 - 368 - 590 - 200 - 368 - 590 - 200 - 200 - 368 - 590 - 200 - 200 - 368 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 1854 - 18
E-Mail herscheling consteamentions.com
Mailing Address 2745 N. Otto い
City & State K/1CHITA KS. Zip Code 67219
FEIN Number <u>860996704</u>
SignatureDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDateDate
Typed Name of Signature

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. Ottio	
City & State WICHIMA, KS.	Zip Code_ (07219
Toll Free Telephone <u>ያቀይ-3 ቀ 8-5 ምንጊ</u> Local <u>316 - 83 8- 447 5</u>	Fax_316-838-1856
E-Mail herscheling was teconections. com	
Website warteconnections wich ta, com	

Section XII, Item A.



City of Bel Aire, Kansas

Original Proposal for:

Residential Solid Waste and Single Stream Recyclables

March 2nd, 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

2745 N. Ohio • Wichita, KS 67219 • Tel (316) 838-4920 Fax (316) 838-5323 • www.wasteconnectionswichita.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 rearloader 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

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

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)
- 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.

2nd 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, Kansas

STAFF REPORT

DATE: 5/7/2024

TO: City Manager

FROM: Marty McGee

RE: Pump House- Pump Replacement



<u>BACKGROUND</u>: The Bel Aire pump house is the only point of connection with Wichita's water system. The pump house consists of four water pumps and two back flow devices that feed water from Wichita to Bel Aire. This allows us to maintain our daily demands and provide our citizens with the amount of water that is expected from a city.

<u>DISCUSSION</u>: The pump house controls the amount of water Wichita feeds to Bel Aire. This consists of up to 1.8 million gallons a day. The pumps are a critical device that controls the water through the main and fills our water towers to allow residents to have adequate pressure and clean water each day. As our city grows, the demand for water is only becoming higher. The four pumps are the original pumps from 1985 and need to be replaced to keep up with the higher demand that is being requested. Currently only three out of the four pumps are working and the three that are working are not running at full capacity. This causes the city to struggle to keep up with demand at higher peak times.

Contractors	Bid amount
JCI -Industries	\$53,559.00 Lead time 20 Weeks
MEM – Industrial LLC.	\$ 89,657.86 Lead time 20 Weeks

<u>FINANCIAL CONSIDERATIONS</u>: Funding for this project will be taken from the water Operations funds.

<u>POLICY DECISION</u>: Staff is adhering to City policy in gathering a minimum of three bids but was only able to obtain two bids due to the specialty job requirements to perform this job.

<u>RECOMMENDATION</u>: Staff recommends the City Council accept the bid from JCI In the amount of \$53,559.00.

Information attached, please review.





Bel Aire booster Aurora 4x5x13.5.pdf statioin rebuild.docx

MEM- Information \$89,657.86



Estimate_14601_fro m_MEM_INDUSTRIAL





Date: April 28, 2024

To: Marty McGee Public Works Director Bel Aire, KS

JCI is pleased to provide the following proposal to upgrade the pumps at your water booster station:

Option 1--remove the existing 4 pumps and motors -Install Qty. 4- new Aurora model 3804-4x5-13.5 pumps -Install Qty. 4- Toshiba model 0404DPSA31A-P 60hp motors -modify existing concrete bases so that the pumps will line up with the existing piping -provide and install new piping to meet up with existing piping -rebuild 4 existing valve actuators -paint new piping and start up

Price- \$53,559.00 Estimated lead time- 20 weeks

Option 2--remove, rebuild, and reinstall existing pumps (these pumps have been obsoleted by the manufacturer; parts are currently available, but we cannot be assured that they will be available in the future.) -rebuild 4 existing valve actuators -this quote does not include the rebuild or repair of the motors

Price- \$44,900.00 Estimated lead time 12-14 weeks

*Freight included *Sales tax not included if applicable *Installation not included except where noted



Please let us know if you have questions.

Sincerely,

Doug Allen Doug Allen Account Manager

U

Cell 316-213-2954



STANDARD TERMS OF SALE (EQUIPMENT AND SERVICES)

1. Applicable Terms. These terms govern the purchase and sale of the equipment (collectively the "Equipment") and related or other services (collectively the "Services") referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be (the "Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents. Orders for Equipment or Services will not be binding on Seller until accepted in writing by Seller. An acknowledgment in oral or written form or similar communication issued by Seller pursuant to Buyer's purchase order constitutes an expression of acceptance of such purchase order, but such expression of acceptance is expressly conditioned upon Buyer's assent to these terms, which assent will be deemed to have been given by Buyer receiving the Equipment and any Services provided by Seller.

2. Payment. Buyer shall pay Seller the full purchase price for the Equipment and Services as set forth in Seller's Documentation in U.S. Dollars. Unless Seller's Documentation provides otherwise, freight charges, storage charges, insurance premiums and/or other costs and all taxes, duties or other governmental charges relating to the Equipment and Services, as applicable, shall be paid by Buyer. If Seller pays or is required to pay any such charges, Buyer shall immediately reimburse Seller. Unless otherwise provided in Seller's Documentation, all payments are due within 30 days after receipt of invoice from Seller. Seller reserves the right to charge to Buyer the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and for all of Seller's reasonable costs (including attorneys' fees, court costs and expenses) of collecting amounts due but unpaid. Seller shall have the right, among other remedies, either to terminate the Agreement or to suspend further deliveries under this and/or other agreements with Buyer in the event Buyer fails to make any payment hereunder when due. All orders are subject to credit approval.

3. Security Interest. To secure Buyer's obligations to pay for the Equipment, Services and all other amounts due or to become due under the Agreement (as defined below), Buyer hereby grants Seller a security interest in the Equipment; all parts, accessories, attachments, replacements and additions related to the Equipment; and all proceeds of any of the foregoing, including, but not limited to, money, checks, deposit accounts and all other cash proceeds and non-cash proceeds and any insurance proceeds payable to Buyer by reason of loss or damage to any of the foregoing property. If Buyer fails to timely make any payments owed under the Agreement or commits any other default under the Agreement, all amounts owed under the Agreement will become immediately due and payable and Seller may proceed to foreclose on the security interest granted herein and may exercise any and all remedies available to it under the Agreement, the Uniform Commercial Code or any other applicable law. Buyer hereby authorizes Seller to file such financing statements relating to the security interest granted herein as Seller deems appropriate.

4. Delivery/Inspection. Delivery of the Equipment and Services shall be in material compliance with the schedule in Seller's Documentation and is contingent upon Seller's prompt receipt of all necessary information and assistance from Buyer. Any delivery dates on Seller's Documentation are estimates only and not a guarantee of delivery on or before such dates. Time is not of the essence with respect to delivery dates. Seller is not responsible for delays in shipment or installation. Seller does not guarantee specific performance or accept responsibility for any liquidated damages, back charges or other losses or penalties that result from delayed delivery, regardless of the cause. Unless Seller's Documentation provides otherwise, delivery terms for Equipment are F.O.B. Seller's facility. Legal title to the Equipment and all risk of loss thereto shall transfer to Buyer upon delivery to the freight carrier at the shipping point. Buyer shall be responsible for all freight costs and securing insurance against risk of loss or damage for the Equipment. Buyer shall notify Seller within 48 hours of delivery of any damage to the Equipment or of any other complaint whatsoever Buyer may have concerning delivery. Buyer shall also note any damage to the Equipment on delivery tickets and shipping receipts at the time of delivery. The failure of Buyer to make such timely complaints and notes shall be deemed an acceptance of the Equipment and a waiver of any claims concerning delivery.

5. Ownership of Materials. All devices, designs (including drawings, plans, prototypes and specifications), estimates, prices, notes, electronic data and other documents or information developed, prepared or disclosed by Seller or at the direction of Seller (collectively the "Seller Materials"), and all related copyrights or other intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such Seller Materials solely for Buyer's use of the Equipment or receipt of the Services. Buyer shall not disclose any such Seller Materials to third parties without Seller's prior written consent and shall not use the Seller Materials for any purpose other than as specifically permitted in the Agreement. Seller may photograph and or record video in areas where the Services are being performed and may use same for advertising/promotional purposes.

6. Changes. If there is a material change in the scope, duration, requirements, assumptions or dependencies described in the Seller's Documentation related to the Services, the parties shall negotiate an appropriate change order or addendum to address the details of the change and any resulting price, schedule or other contractual modifications which shall be memorialized in a mutually executed change order or addendum. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms. Seller shall not implement any changes in the scope of Services unless Buyer and Seller agree in writing.

7. Limited Warranty.

a. Subject to the limitations contained in this Section and Section 10 below, during the Equipment Warranty Period (as defined below) Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free



from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer ("Buyer Specified Equipment") or is not manufactured by Seller (the "Non-Manufactured Equipment"), and the Buyer Specified Equipment and Non-Manufactured Equipment are sold to Buyer on an "as is" basis. Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller with respect to the Non-Manufactured Equipment and Seller shall have no other liability to Buyer under warranty, tort or any other legal theory with respect to the Non-Manufactured Equipment. If Buyer gives Seller prompt written notice of a breach of this warranty within 12 months from delivery of the Equipment (the "Equipment Warranty Period"),

Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Equipment repaired and parts replaced by Seller during the Equipment Warranty Period shall be in warranty for the remainder of the original Equipment Warranty Period or ninety (90) days after repair or replacement, whichever is longer.

b. Subject to the limitations contained in this Section and Section 10 below, during the Services Warranty Period (as defined below) Seller warrants to Buyer that the Services shall materially conform to the description in Seller's Documentation. If Buyer gives Seller prompt written notice of a breach of this warranty within 90 days of Seller's completion of the provided Services at issue (the "Service Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, correct or re-perform any errors found by Seller in the provision of the Services or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any correction or re-performance made by Seller. Services corrected or re-performed during the

Service Warranty Period shall be in warranty for ninety (90) days from the date of correction.

c. Seller's warranty obligations are conditioned on Buyer (a) operating and maintaining the Equipment in accordance with Seller's instructions or any other owner's or operator's manual delivered to Buyer in connection with the delivery of the Equipment, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). Seller's warranty does not cover repairs necessitated by ordinary wear and tear resulting from operation of the Equipment. Seller shall have no liability for breach of warranty if

(a) Buyer operates the Equipment after the alleged breach of warranty occurs or (b) any person other than Seller performs any repairs on the Equipment. If the Equipment must be returned to Seller's shop for repairs, Buyer shall pay any costs to ship all or any part of the Equipment to or from Seller's shop, as well as any costs of removal or reinstallation. To the extent that Seller has relied upon any specifications, information, representations regarding operating conditions or other data or information supplied by Buyer, or on Buyer's behalf, to Seller in the selection or design of the Equipment and/or provision of the Services and the preparation of the Seller's Documentation, and in the event that actual operating other conditions differ from those represented by Buyer or its agent and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void. THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES, ARE SUBJECT TO THE LIMITATIONS IN SECTION 10 BELOW, AND ALL WARRANTIES WHICH EXCEED OR DIFFER FROM THE WARRANTIES IN THIS SECTION 7 ARE DISCLAIMED BY SELLER. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The exclusive warranty provided in this Section 7 shall not be deemed to have failed its essential purpose so long as Seller is willing and able to carry out the terms of this exclusive warranty.

8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach, delays in performance or for non-performance (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delays in transportation, failure of normal sources of supply, labor trouble, labor disputes, labor unrest, unavailability of materials or components, unavoidable casualties, explosion, compliance with governmental requests, laws, regulations, orders or actions, delays in receipt of duty-free or tax-free materials at port clearances, acts of government or any other cause beyond such party's reasonable control. In the event of such delay, the time of Seller's performance shall be extended by a period of time reasonably necessary to overcome the effect of the delay.

9. Cancellation. Buyer may cancel or suspend its order for any or all of the Equipment or any related Services covered by the Agreement only upon Seller's written consent or pursuant to Seller's Documentation (if applicable). If Buyer cancels or suspends its order for any reason other than Seller's material breach of the Agreement, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension. If the Equipment is unique or specially manufactured, and as a result thereof, will have no or significantly diminished resale value if not purchased by Buyer, then Seller may seek specific performance of the Agreement or maintain an action for the difference in the full value of the Equipment and the diminished resale value, if any.

10. LIMITATION OF REMEDY AND LIABILITY. THE REMEDIES OF BUYER EXPRESSLY SET FORTH IN THESE TERMS ARE EXCLUSIVE AND NO OTHER REMEDY SHALL BE AVAILABLE TO BUYER OR ANY OTHER PERSONS OR ENTITIES, WHETHER BY DIRECT ACTION, FOR CONTRIBUTION OR INDEMNITY OR OTHERWISE. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE OR USE, AND SELLER'S TOTAL AGGREGATE LIABILITY TO BUYER OR ANY



OTHER PARTY RELATING TO OR RESULTING FROM THE SALE, PROVISION OR USE OF THE EQUIPMENT OR SERVICES SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE SPECIFIC EQUIPMENT OR SERVICES PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

11. Retained Equipment. In the event that Buyer sends any equipment to JCI to request a quote and the quote is not accepted in writing by Buyer, then Buyer shall make arrangements to pick up their equipment as soon as possible. If any equipment is left on Supplier's premises for more than 6 months such equipment shall automatically become the property of Supplier, and Supplier shall have the right to do anything is decides with respect to such equipment, including, but not limited to, sell such equipment, repair and sell such equipment, scrap the equipment or retain the equipment.

12. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with Seller's Documentation, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed, cancelled or waived except by a written document signed by Seller and Buyer. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement or any of Buyer's rights or obligations hereunder (including transfers by operation of law such as a change in control of the ownership of Buyer or a merger) without Seller's prior written consent.

Any assignment in violation of this Agreement shall be void and of no effect. The Agreement shall be governed by the laws of the State of Missouri without regard to its conflict of laws provisions. Any cause of action or other resolution of any dispute hereunder shall be subject to the exclusive jurisdiction of any state or federal court located in Jackson County, Missouri. If Seller prevails in any action against Buyer to enforce the terms of the Agreement, Buyer will reimburse Seller for all of Seller's reasonable attorneys' fees and other costs and expenses incurred in connection with such action. The remedies expressly provided for in these conditions shall be in addition to any other remedies that Seller may have under the Uniform Commercial Code or other applicable law. These terms are for the exclusive benefit of Seller and Buyer. These terms are not intended for the benefit of any other person and no other person shall have any rights hereunder.

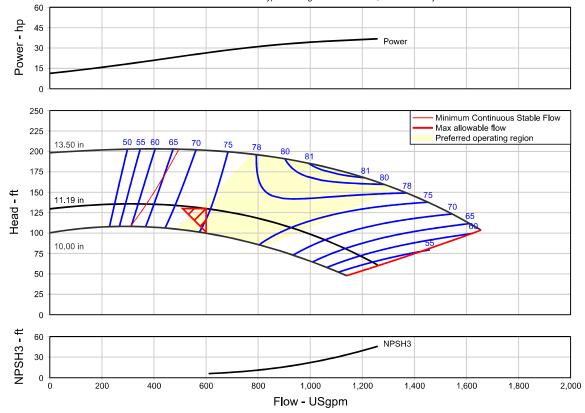


Customer: JCI INDUProject name: Bel Aire : JCI INDUSTRIES

Pump Performance Datasheet

Section XII, Item B.

Operating ConditionsLiquidFlow, rated: 600.0 USgpmLiquid type: WaterDifferential head / pressure, rated (requested): 130.0 ftAdditional liquid description:Differential head / pressure, rated (actual): 131.1 ftSolids diameter, max: 0.00 inSuction pressure, rated / max: 0.00 / 0.00 psi.gSolids diameter limit: 0.34 inNPSH available, rated: AmpleSolids concentration, by volume: 0.00 %Site Supply Frequency: 60 HzTemperature, max: 68.00 deg FPerformanceFluid density, rated / max: 1.000 / 1.000 SGSpeed criteria: SynchronousViscosity, rated: 1.00 cPSpeed, rated: 1800 rpmVapor pressure, rated: 0.34 psi.aImpeller diameter, rated: 11.19 inMaterialImpeller diameter, maximum: 13.50 inMaterialImpeller diameter, maximum: 10.00 ftMaterialImpeller diameter, maximum: 10.00 ftMaximum working pressure: 58.77 psi.gPEI (CL): 0.94Maximum allowable working pressure: 175.0 psi.gNPSH required / margin required: - / 0.00 ftMaximum allowable suction pressure: 125.0 psi.gMinimum Continuous Stable Flow: 370.7 USgpmDriver & Power Data (@Max density)Head, rise to shutoff: -0.24 %Driver sizing specification: Max PowerHead rise to shutoff: -0.24 %Co.24 %Co.24 %Co.24 %Solids concent conting to pressure: 1.00 %: -0.00 % <th>Item Number / Tags: 002Service:Quantity: 1Quote number: 2402</th> <th></th> <th>Stages:Based on curve number:Basic model number:</th> <th>3804 - 4x5x13.5 1 3800_4x5x13.5_1800 4x5x13.5 3800 1800-CL 16 Feb 2024 1:21 PM</th>	Item Number / Tags: 002Service:Quantity: 1Quote number: 2402		Stages:Based on curve number:Basic model number:	3804 - 4x5x13.5 1 3800_4x5x13.5_1800 4x5x13.5 3800 1800-CL 16 Feb 2024 1:21 PM
Speed chienal: SynchronodsVapor pressure, rated: 0.34 psi.aImpeller diameter, rated: 11.19 inMaterialImpeller diameter, maximum: 13.50 inMaterial selected: StandardImpeller diameter, minimum: 10.00 inPressure Data: 58.77 psi.gEfficiency: 74.58 %Maximum working pressure: 58.77 psi.gPEI (CL): 0.94Maximum allowable working pressure: 175.0 psi.gNPSH required / margin required: - / 0.00 ftMaximum allowable suction pressure: 175.0 psi.gnq (imp. eye flow) / S (imp. eye flow): 24 / 90 Metric unitsMaximum allowable suction pressure: 125.0 psi.gMinimum Continuous Stable Flow: 370.7 USgpmDriver & Power Data (@Max density)Driver sizing specification: Max PowerHead, maximum, rated diameter: -0.24 %Driver sizing specification: Max PowerElow best eff. point: 773.0 LIScopmMargin over specification: 0.00 %	Flow, rated Differential head / pressure, rated (requested) Differential head / pressure, rated (actual) Suction pressure, rated / max NPSH available, rated Site Supply Frequency	: 130.0 ft : 131.1 ft : 0.00 / 0.00 psi.g : Ample	Liquid type Additional liquid description Solids diameter, max Solids diameter limit Solids concentration, by volume Temperature, max Fluid density, rated / max	: : 0.00 in : 0.34 in : 0.00 % : 68.00 deg F : 1.000 / 1.000 SG
PEI (CL) : 0.94 Maximum allowable working pressure : 0.77 ps.g NPSH required / margin required : - / 0.00 ft Maximum allowable working pressure : 175.0 psi.g nq (imp. eye flow) / S (imp. eye flow) : 24 / 90 Metric units Maximum allowable suction pressure : 125.0 psi.g Minimum Continuous Stable Flow : 370.7 USgpm Driver & Power Data (@Max density) Driver sizing specification Head rise to shutoff : -0.24 % : 0.00 % Margin over specification : 0.00 %	Speed, rated Impeller diameter, rated Impeller diameter, maximum	: 1800 rpm : 11.19 in : 13.50 in	Vapor pressure, rated Material Material selected	: 0.34 psi.a
Head rise to shutoff : -0.24 % Driver sizing specification : Max Power Flow best eff point : 773 0 USgpm Margin over specification : 0.00 %	PEI (CL) NPSH required / margin required nq (imp. eye flow) / S (imp. eye flow) Minimum Continuous Stable Flow	: 0.94 : - / 0.00 ft : 24 / 90 Metric units : 370.7 USgpm	Maximum allowable working pressur Maximum allowable suction pressure Hydrostatic test pressure	e : 175.0 psi.g e : 175.0 psi.g : 125.0 psi.g
Flow ratio, rated / BEP : 77.62 % Service factor : 1.00 Diameter ratio (rated / max) : 82.87 % Power, hydraulic : 19.69 hp Head ratio (rated dia / max dia) : 64.54 % Power, rated : 26.40 hp Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010] : 1.00 / 1.00 / 1.00 / 1.00 Power, maximum, rated diameter : 36.82 hp Selection status : Acceptable : 40.00 hp / 29.83 kW	Head, maximum, rated diameter: 135.8 ftHead rise to shutoff: -0.24 %Flow, best eff. point: 773.0 USgpmFlow ratio, rated / BEP: 77.62 %Diameter ratio (rated / max): 82.87 %Head ratio (rated dia / max dia): 64.54 %Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]: 1.00 / 1.00 / 1.00 / 1.00		Driver sizing specification Margin over specification Service factor Power, hydraulic Power, rated Power, maximum, rated diameter Minimum recommended motor rating	: Max Power : 0.00 % : 1.00 : 19.69 hp : 26.40 hp : 36.82 hp



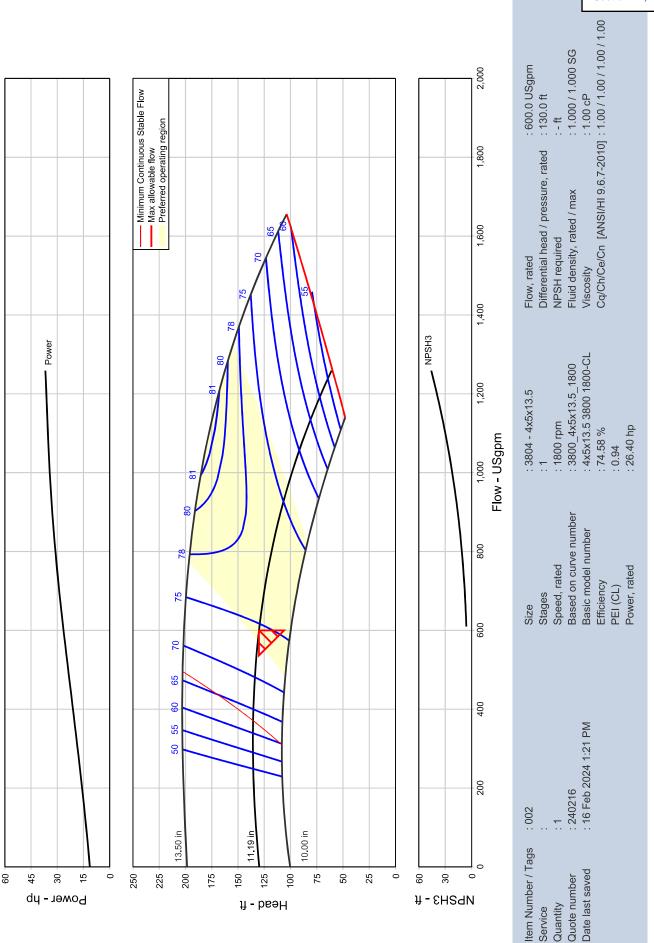




Customer : JCI Project name : Bel

: JCI INDUSTRIES : Bel Aire





Section XII, Item B.

PHONE: 816-525-3320 · FAX: 816-525-5881

JCI INDUSTRIES INC 1191 SE HAMBLIN RD · LEES SUMMIT, MO 64081

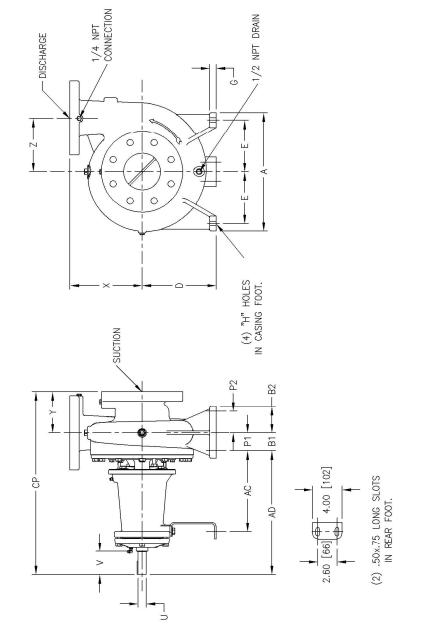
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PENTAIR

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General Arrangement Drawing

Series 3800 Lquid Type Water Model 3804 Discharge Size 4.00 in Flow 060.0 USgpm T50 0 in 130.0 in Flow 130.0 in Pressine State 8.00 deg F RPM 1800 RPM Tenperature Raing 86.00 deg F RPM RPM Tenperature Raing 86.00 deg F Pump Paint Standard blue paint Commection SucDis Flanged 125#1/25# Pump Material Standard blue paint Commection SucDis Flanged 125#1/25# Pump Material Standard blue paint Commection SucDis Flanged 125#1/25# Pump Material Standard blue paint Commection SucDis Flanged 125#1/25# Pump Material Standard blue paint Commection SucDis Flanged 125#1/25# Pump Material Standard blue Commection SucDis Flanged 125#1/25# Pump Material Standard blue Standard blue Commection SucDis Flanged 125#1/25# Pump Material Standard blue Standard blue Commection SucDis Flanged 125#1/25# <t< th=""><th></th><th>Pu</th><th>Pump Data</th><th></th></t<>		Pu	Pump Data	
3804 Discharge Size 1 4x5x13.5 Suction Size 1 10.01 USpm Casing Size 1 10.01 Expension Pressure Rating 1 1000 RPM Pressure Rating 1 1800 RPM Temperature Rating 1 1800 RPM Connection SucDis 1 Right Connection SucDis 1 Right Connection SucDis 1 Standard blue paint Coupling Type 1 Ductile Iron ASTM A53 Power Frame Body 1 Ductile Iron ASTM A53 Power Frame Body 1 Ductile Iron ASTM A53 Power Frame Body 1 Stainless steel Seal Material	Series	3800	Liquid Type	Water
4x5x13.5 Suction Size 600.0 USgpm Casing Size 130.0 ft Pressure Rating 130.0 ft Pressure Rating n Right Connection Suc/Dis aterial Stainless steel Seal Plate 1 Ductile Iron ASTM A53 Power Frame Body 1 Stainless steel Seal Plate 1 Stainless steel Seal Material 1 Stainless steel Stainless steel 1 Staon Jb Material <t< td=""><td>Model</td><td>3804</td><td>Discharge Size</td><td>4.00 in</td></t<>	Model	3804	Discharge Size	4.00 in
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NOTES:

All dimensions are in inches Dimensions shown may vary ± 3/8" (10mm) due to normal manufacturing tolerances. Bases are designed to be completely filled with grout.

MEM INDUSTRIAL, LLC. P.O. BOX 783098 WICHITA, KS 67278 316-944-4400

ADDRESS

MARTY MCGEE CITY OF BELAIRE 4103 N. WOODLAWN BELAIRE, KANSAS 67220 SEDGWICK SHIP TO MARTY MCGEE CITY OF BELAIRE 4103 N. WOODLAWN BELAIRE, KANSAS 67220 SEDGWICK

Estimate 14601

DATE 05/06/2024

LOCATION WATER TREATMENT

DATE	ACTIVITY	DESCRIPTION		QTY	RATE	AMOUNT
05/06/2024	D40P2D	40HP 1800 324	TODP	3	2,311.20	6,933.60
05/06/2024	D15P3D	15HP 1200 284	TODP	1	1,890.40	1,890.40
05/06/2024	L150 X 1 7/8	L JAW COUPL	ER	2	40.87	81.74
05/06/2024	L150N	Nitrile Element		1	22.19	22.19
05/06/2024	L225N	L225 BUNA INS	SERT	6	87.60	525.60
05/06/2024	L225N	L225 BUNA INS	SERT	3	43.11	129.33
05/06/2024	PARTS SALE	PRATT CYCLIN	NDERS	4	6,200.00	24,800.00
05/06/2024	PARTS SALE	X84091 AURO	RA 3804 PUMPS	4	7,568.75	30,275.00
05/06/2024	LASER ALIGNMENT	LASER ALIGN	MENT	4	500.00	2,000.00
05/06/2024	FIELD LABOR - REG. TIME	REMOVE OLD PUMPS, ELECTRIC MOTORS, CYLINDERS, COUPLINGS. CUT OUT TO FAB NEW PUMP INSTALLS, INSTALL NEW PUMPS, ELECTRIC MOTORS, CYLINDERS AND COUPLINGS. NOTE: PRIVE DOES NOT INCLUDE FREIGHT OR ANY UNFORSEEN ISSUES WITH OLD PIPIMG OR CONCRETE MOUNTING BASES.		1	23,000.00	23,000.00
Contact ME ap@memks	M INDUSTRIAL, LLC. to	pay.	SUBTOTAL			89,657.86
aptermentiks			TAX			0.00
			TOTAL		\$8	9,657.86

Payment is due upon terms stated above. Invoices >\$10,000 will be required to pay 50% at the time of order.

Delinquent amounts are subject to a finance charge of 1.5% per month.

Anything left longer than 30 days will be charged a storage fee of \$25 per week.

Accepted By

Accepted Date

City of Bel Aire, Kansas STAFF REPORT

Bel A	ir

DATE:	May 21, 2024
TO:	City Council
FROM:	Marty McGee, Public Works Director
RE:	Manhole Rehab

Proposal Focus

Our Mission:

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

Our Values:

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

Current Situation

There are 13 Manholes in several different locations that are failing and are in need of repair, due to corrosive gases being trapped in the manholes causing damage to the concrete walls. The lining of the manholes are flaking off and entering the sewer lift stations, which could cause pump failure and sewer backups to residents' homes. Last year the city purchased a lining material called Raven-405 to line the Rock Road manhole project. After further investigation it was determined it could not be used at this location due to the manhole's excessive damage. The Raven 405 product has a one-year shelf life and is needing to be used on other manholes in the city before it expires in January of 2025.

<u>Goals</u>

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

Discussion

Staff reached out to three contractors requesting bids for manhole repair, their bids are presented below. Each contractor was asked to review the information about the proper installation for this product before bidding and will need to agree to the city's terms and conditions letter before a contract is accepted.

Contractor	Total Bid
UMC	\$34,200.00
Mayer	\$124,345.00
Dondlinger	No Bid

Financials

The cost of these improvements will be paid out of the Capital Improvement Fund from funds set aside for sewer improvements.

Recommendations

Staff recommends that the City Council accept the bid from UMC for \$34,200.00.







Section XII. Item C.

Date: May 13, 2024

- To: City of Bel Aire, KS
- Attn: Marty McGee <u>Mmcgee@belireks.gov</u>

Ref: Cementitious Rehabilitation/Sealing of Manholes – City of Bel Aire, KS

Utility Maintenance Contractors, LLC (UMC) places our employee's safety as our top priority on every job, every day. Through safe work practices we can continue to ensure our employee's safety and the safety of those around them. We emphasize that production is a result of working safe. UMC will be responsible for providing its employees with all required safety equipment and conducting regular maintenance and inspection of that equipment.

UMC will meet all minimum industry standards for safety related to this work including but not limited to; PPE, confined space, first aid/CPR/AED training, material handling, ventilation and air monitoring. All onsite UMC employees will follow all OWNER established rules, policies and guidelines regarding safety and security.

- 1. UMC proposes to provide the labor, supervision, equipment and material to complete the rehabilitation of (6) 4-ft. diameter specified manholes as follows:
 - a. UMC will prep the surface of manholes to be coated. All surface prep will be done with 5,000 PSI pressure washers to remove unsound concrete and provide a clean, sound surface for coating.
 - b. UMC will remove existing manhole steps.
 - c. UMC will apply a cementitious liner (Strong-Seal MS-2A) to the interior surface of the specified manholes. Liner will be applied at a minimum of ½-in. thick in accordance with standard manufacturer specifications.
 - d. UMC's anticipated start date is September 3rd 2024

Item	Description	Qty	U.O.M.	Extended Price
1	Manhole Rehabilitation with MS-2A	1	LS	\$16,600.00

- 2. Clarifications and exclusions:
 - a. UMC's proposal does not include taxes, city to provide UMC with tax exempt certificate prior to UMC beginning work.
 - b. UMC's proposal does not include bonding.

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- c. UMC offers a standard (1) one-year warranty on labor and materials, as long as there is no misuse or introduction of non-standard flows to the sewer system.
- d. There will be no downtime to the sewer system
- e. UMC's proposal does not include water for cleaning activities; City to provide water and meter at no cost to UMC.
- f. UMC's proposal does not include special insurance, permits and fees.
- g. UMC's proposal does not include site clearing or restoration.
- h. UMC's proposal does not include removal of any existing coatings beyond the included high-pressure water blasting.
- i. UMC's proposal does not include any bypass pumping or flow control
- j. UMC's proposal does not include winter weather controls.
- k. UMC's proposal does not include BMP's or any erosion control.
- 1. UMC's proposal does not include remediation, hauling or disposal of any hazardous materials discovered during UMC work.
- m. UMC's proposal assumes uninterrupted access to the job site for the duration of the project once UMC arrives on site to begin work.
- n. UMC's proposal includes standard confined space entry procedures per OSHA.
- 3. UMC will honor the following prices for <u>30 calendar days</u> from the time submitted:
- 4. UMC's payment requirements:
 - a. Once UMC has submitted billing payment is required within <u>30 calendar days</u>
 - b. No retainage will be withheld from payments

We appreciate the opportunity to quote this work.

Tim Delmore

Tim Aelmore Project Manager

ACCEPTANCE OF UTILITY MAINTENANCE CONTRACTOR'S PROPOSAL

QUALITY

PLEASE SIGN, DATE & RETURN UPON ACCEPTANCE OF THIS PROPOSAL:

OWNER'S REPRESENTATIVE: (print)

OWNER'S REPRESENTATIVE: (*signature*)

SAFE

DATE:



Section XII, Item C.

Date: May 13, 2024

- To: City of Bel Aire
- Attn: Marty McGee <u>MMcgee@belaireks.gov</u>

Ref: City of Bel Aire, KS – 2024 Manhole Rehabilitation Project

Utility Maintenance Contractors, LLC (UMC) places our employee's safety as our top priority on every job, every day. Through safe work practices we can continue to ensure our employee's safety and the safety of those around them. We emphasize that production is a result of working safe. UMC will be responsible for providing its employees with all required safety equipment and conducting regular maintenance and inspection of that equipment.

UMC will meet all minimum industry standards for safety related to this work including but not limited to; PPE, confined space, first aid/CPR/AED training, material handling, ventilation and air monitoring. All onsite UMC employees will follow all OWNER established rules, policies and guidelines regarding safety and security.

- 1. UMC proposes to provide the labor, supervision, equipment and material to complete the rehabilitation of 7, 4' diameter specified manholes as follows:
 - a. UMC will prep the surface of manhole to be lined. All surface prep will be done with 5,000 PSI high pressure water blasting to provide a clean, sound surface for coating.
 - b. UMC will protectively coat the interior surface of the specified manholes with Raven 405 100% solids epoxy coating applied at 125 mils thick. Product specifications attached.
 - c. Epoxy to be provided by the City of Bel Aire
 - d. All products will be applied per their specific data sheets and according to manufacturer recommendations.
 - e. UMC'S approximate start date is September 3rd 2024

Item	Description	Qty	U.O.M.	Unit Price
Base	Manhole Lining with Raven 405	1	LS	\$17,600.00
	Ероху			

- 2. Clarifications and exclusions:
 - a. UMC's proposal does not include taxes, city to provide UMC with tax exempt certificate prior to UMC beginning work.
 - b. UMC's proposal does not include bonding.

SAFE

c. UMC offers a standard (1) one-year warranty on labor and materials, as long as there is no misuse or introduction of non-standard flows to the sewer system.

SOLUTIONS

- d. There will be no downtime to the sewer system.

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- e. UMC's proposal does not include water for cleaning activities; City to provide water and meter at no cost to UMC.
- f. UMC's proposal does not include special insurance, permits and fees.
- g. UMC's proposal does not include site clearing or restoration.
- h. UMC's proposal does not include removal of any existing coatings beyond the included high-pressure water blasting.
- i. UMC's proposal does not include any bypass pumping or flow control
- j. UMC's proposal does not include winter weather controls.
- k. UMC's proposal does not include BMP's or any erosion control.
- 1. UMC's proposal does not include remediation, hauling or disposal of any hazardous materials discovered during UMC work.
- m. UMC's proposal assumes uninterrupted access to the job site for the duration of the project once UMC arrives on site to begin work.
- n. UMC's proposal includes standard confined space entry procedures per OSHA.
- 3. UMC will honor the attached prices for <u>30 calendar days</u> from the time submitted
- 4. UMC's payment requirements:
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 - b. No retainage will be withheld from payments

We appreciate the opportunity to quote this work.

Tim Delmore

Tim Aelmore Project Manager

ACCEPTANCE OF UTILITY MAINTENANCE CONTRACTOR'S PROPOSAL

PLEASE SIGN, DATE & RETURN UPON ACCEPTANCE OF THIS PROPOSAL:

OWNER'S REPRESENTATIVE: (*print*)

OWNER'S REPRESENTATIVE: (*signature*)

DATE:





Epoxy Lining System

Raven Lining Systems 686 S. Adams St. Kansas City, KS. 66105 (918) 615-0020

DESCRIPTION

Raven[®] 405 Series Epoxies are 100% solid, ultra-high build, solvent-free epoxy coatings formulated with exceptionally high physical properties and chemical resistance. 405 Series exhibits a superior bond to dry and damp concrete, masonry, steel, ductile iron, and fiberglass and was designed and formulated for corrosion protection and structural enhancement for use on and in wastewater structures, buried pipelines, tanks, and other corrosive environments.

This guide provides information regarding the recommended methods for the application of Raven Lining Systems engineered solutions for the protection and rehabilitation of water and wastewater structures.

Section 1: SURFACE PREPARATION

As with any coating, proper surface preparation is essential to ensure maximum and proper adhesion; the purpose is to provide a clean, sound substrate with adequate profile and surface porosity to provide a strong bond between the coating and the substrate. Generally, rust, latent concrete, and other surface contaminants can be removed by high-pressure water cleaning, abrasive blasting, shot blasting, hand-tooling, or brush hammering. For small and hard to reach places, hand grinders and wire-brushing may be required. Mechanical abrasion is preferable, however, if mechanical cleaning is not practical, or oil and grease have had an opportunity to penetrate deep into the substrate, it may be necessary to remove and replace or chemically clean the surface.

More specifically, the following describes some recommended surface preparation procedures for various substrates.

Concrete and Masonry

Standard new precast or cast-in-place concrete should be cured (generally 10-28 days based upon manufacturer's recommendations and surface tensile strength), clean, dust and contaminant free. Typically, high-pressure water cleaning (5000 psi @ 4gpm) is sufficient to remove any curing compounds and form release agents resulting in a surface profile of CSP-3 to CSP-5 per ICRI Technical Guideline No. 310.2R-2913. Abrasive blasting may be required if high-pressure water cleaning cannot create the recommended surface profile.

Existing concrete must be structurally sound and free of all contaminants, toppings, waxes, oils, grease, and any existing incompatible or poorly bonded coatings.

Clean and abrade all concrete surfaces to be coated, removing all loose and deteriorated concrete, contaminants, and laitance, revealing a sound concrete surface with an acceptable anchor profile of CSP-3 to CSP-5. SSPC-SP 13/NACE No.6 - Surface Preparation of Concrete outlines proper preparation methods for concrete, including high-pressure water cleaning using equipment capable of 5,000 psi at 4 GPM (minimum), high-pressure water jetting, abrasive blasting, shot blasting, grinding or scarifying all of which may be used to remove previous coatings, laitance and contaminated, disintegrated or chalky material. Detergent water cleaning and hot water blasting may be necessary to remove oils and grease from the concrete.

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Epoxy Lining System

Section 1: SURFACE PREPARATION

Steel

Steel structures coated to protect against incidental exposure or splash should be prepared following SSPCSP-10/ NACE No. 2, Near White Blast Cleaning, including the removal of all scale and remediation of all rough welds, weld splatter, and sharp edges. Use suitable blast media to create an angular 2.5 - 5.0 mil profile. Do not use recycled abrasives. Use sufficient air supply to maintain 100 psi minimum at the blast nozzle. Vacuum sweep surfaces to remove all dust and debris. Apply the coating as soon as possible to prevent blasted surfaces from rusting. Keep moisture, oil, grease, soluble salts, or other organic matter off the surface before coating. Spot re-blast and vacuum to remove any contamination.

Steel structures being coated to protect in severe-duty immersion services should be prepared in the same manner following SSPC-SP 15/ NACE No. 1 White Metal Blast Cleaning.

Section 2: RESURFACING, REPAIR AND PATCHING

Resurfacing, repairs, and patching necessary for final surface preparation vary from structure to structure. Refer to Raven *Technical Bulletin 1004* "Approved Repair Materials" for the tested approved cement repair and patching materials. The following presents some of the more common processes.

Concrete and Masonry

1. Areas exhibiting movement or cracking due to expansion and contraction shall be grouted and patched according to the appropriate crack repair or expansion joint procedure provided by the patching material manufacturer.

2. All surfaces that show, spalling greater than 3/4 inches deep or cracks greater than 3/8 inches wide, shall be patched using a quick setting, high strength cement mortar, or a high-build, non-sagging epoxy grout. Large voids should be filled in lifts according to the manufacturer's recommendations.

3. All concrete that is not sound or has been damaged by chemical exposure must be removed to a sound concrete surface. The pH of the concrete substrates must be greater than 8 and will be measured using pH, indicating papers. Testing of pH shall be performed once every 100 square feet of concrete surface area to be coated.

4. If in areas to be patched, reinforcing steel is missing, and radial cracking from the spall site exists, the steel shall be repaired or replaced as specified by the Project Engineer or Owner's Representative.

5. In masonry structures where the loss of mortar has created gaps greater than 1/4 inch in diameter between the bricks or blocks, the voids can generally be filled using a compatible high early strength mortar.

6. Surfaces shall be free of active leaks before coating. Leaks may be stopped with the use of approved quick-setting hydraulic cement, water-reactive gels and grouts, epoxy grout, or equal.

7. Repair products shall be used to fill voids, bugholes, and other surface defects, which may affect the performance or adhesion of the coating product. Resurfacing products shall be used to repair, smooth, or rebuild surfaces with rough profiles to provide a concrete or masonry substrate suitable for the coating products to be applied. These products shall be installed to minimum thickness as recommended by manufacturers published guidelines.

8. All repaired or resurfaced surfaces must be inspected for cleanliness and suitability to receive the coating products. Additional surface preparation may be required before the coating application.

9. At penetrations and transitions, termination groves and keyways should be installed and appropriately sized and spaced, but at a minimum should be $1/4" \times 1/4"$ in dimension. A minimum of 1-3 inches of overlap onto the adjacent substrate is recommended but should be adjusted according to scale.

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Epoxy Lining System

Section 2: RESURFACING, REPAIR AND PATCHING, continued

<u>Steel</u>

1. Surfaces shall be thoroughly inspected, and when necessary, ultrasonically tested to detect thin spots in the structure which need reinforcement.

2. A structural, welded steel plate repair should be performed when the minimum design thickness of the steel has been breached. Wherever a thin spot or hole is detected, a repair patch with a minimum radius of one foot outside the edge of the thin area shall be applied per instructions of the Project Engineer or Owner's Representative.

Section 3: COATING APPLICATION

Priming/Sealing and Outgassing Prevention on Concrete and Masonry Substrates

To avoid problems associated with holidays and outgassing induced pinholes, care should be taken to remove weak, porous surface layers, fill voids and surface defects and to avoid application on structures exposed to direct sunlight during the application and cure cycle. Tenting, shading, or night application is generally an acceptable means of avoiding increasing substrate temperatures. Additionally, all concrete surfaces should be aggressively profiled and have all surface defects, voids, honeycombs, etc. filled with a high early strength polymer modified mortar. Lastly, penetrating primers such as Raven 155, Raven 171FS, or Raven 175 should be employed to reduce the vapor transmission rate at the substrate surface. Multiple applications of the primer may be required to be effective. A small test area application of the proposed coating system should be installed to ensure pinholing due to outgassing and subsurface air entrainment is minimized effectively before full-scale coating operations. All concrete structures exposed to thermal cycles, direct sunlight, above-grade construction or having less than 28 days cure should be treated in this manner.

Handling

Raven 405 Series is a two-component 100% solids high build protective coating system, which combines fixed ratios of resin to hardener to provide a quality, finished product. The handling characteristics and curing time of any thermosetting system is greatly affected by its temperature and the temperature of the surface to which it is being applied. The higher the temperature of the components and the substrate, the faster the curing will take place. To ensure that the product handles in the way in which it was designed and that sufficient pot life is maintained, it is recommended to store the materials at room temperatures (preferably 60-100°F) for at least 24 hours prior to application and review the Technical Data Sheet (TDS) for specific product application characteristics. Since it is not regularly possible to control the surface temperature of the substrate, common sense should be used to dictate the time of application, e.g., in hot environments, apply the product when the substrate temperature is stable or decreasing.

The amount of pot life and working life is affected by three criteria: temperature, thickness, or mass of the coating and the presence of an aggregate or heat sink. In general, the following guidelines may be used:



Epoxy Lining System

Section 3: COATING APPLICATION, continued

1. The higher the temperatures of the product components or the application surface, the faster the cure and set time of the product. To retard the chemical reaction of this two-component system, either reduce the temperatures of the components or reduce the temperature of the substrate. The reverse is also true.

2. Unlike evaporative paints where the thinner the paint, the faster it dries, the cure time with thermosetting materials is inversely proportional to the thickness. The thicker the coating is applied (greater mass), the more heat that is generated producing a shorter set time.

3. The presence of a heat sink can also slow the curing rate. A heat sink is anything that can absorb the heat of the reaction, such as a cool substrate, and therefore hinder the cure time.

Application & Equipment Guidelines

Mixing

The following procedures are to be followed when mixing the resin and hardener before application:

Hand Mixing/Filled Systems

Mix each component separately before pouring the Part B into the Part A container. Use a electric or air drill with a Jiffy mixer and mix for two 2-3 minutes. The system is now ready for application. If desired, up to three parts by volume of dry silica sand (or other approved dry aggregate) to one part epoxy may be added to extend the product and create a textured surface or trowel applied mortar.

Spray Application

Optimal proportioning and mixing is achieved with the use of a Raven Lining Systems approved plural-component airless spray system. Raven recommends the use of a fixed ratio (3:1), such as Graco XP 50/70, Plural-Component Pump System. Viscon, or approved equal, Fluid Heaters and heated hoses are required by Raven Lining Systems. Carefully monitor material heating devices such as drum blankets or bands to avoid scorching of the material or melting drum liners. Pre-heating containers must not exceed temperatures higher than 150°F.

Recommended Equipment Settings:

Part "A" Material Temperature	110-145°F
Part "B" Material Temperature	90-125°F
Heated Hose Temp	125-145°F
Typical Spray Pressure	1,800-3,000 psi
Recommended Tip Sizes	.031035
Pot life at whip/gun	1-2 minutes
Supply pump pressure	100 psi



Epoxy Lining System

Section 3: COATING APPLICATION, continued

Application

Once the two components are mixed, a chemical reaction is initiated and heat begins to be generated. Raven 405 Series Epoxies are reactive and fast setting, and it is important that application is begun immediately. Removing the product from the mixing container (when hand mixing vs. spray application) will lengthen working time (i.e., dispersing the product mass). When manually applying, it is common to immediately transfer the mixed epoxy on to the surface to be coated and trowel, brush or roll into place. If a spray system is being used, begin spray application immediately. For quality assurance, it is recommended that the material is applied in multiple passes to achieve the recommended film thickness.

Typical minimum and nominal thickness recommendations for Raven 405 Series, depending on the service environment and profile of the prepared substrate:

Concrete, New/Smooth	80-250 mils DFT.
Concrete, Rough	100-300+ mils DFT.
Concrete, Resurfaced	80-250+ mils DFT.
Masonry/Brick:	125-250+ mils DFT.
Masonry/Brick, Resurfaced:	80-250+ mils DFT.
Steel:	16-80 mils DFT.

(Thicknesses shown above are for general purposes only, each project should be evaluated independently and thickness of system determined upon product, service environment, protection and restoration requirements.)

Refer to typical specifications for steel, concrete, masonry, or underground structures for more detailed procedures or call Raven Lining Systems for recommendations.

Return to Service

The coated structure may be returned to full operational service as soon as the final inspection has taken place, and all coating materials have been adequately cured according to Raven Lining Systems' recommendations. Raven 405/405FS is cured for wastewater service in 2-5 hours based on temperature. See page 7 for cure rate detail.

Section 4: INSPECTION AND TESTING

Touch-Up: After the coating has set hard to touch, it should be visually inspected. Touch-up can be made by abrading the surface with grit paper, cleaning the surface to remove debris, dust or other contaminants, and brushing over the area with a mixture of the same material used for the coating per manufacturer's instructions.

Final Inspection: The inspector shall visually check the applied coating for evidence of pinholes, blisters, and confirm even coloring, proper mix ratio, coverage, and cure. Deficiencies in the finished coat shall be marked and repaired in strict accordance with the manufacturer's recommendations.

Thickness: During application, a wet film thickness gauge should be used to ensure a monolithic coating and uniform thickness during application. After the coating has set hard to touch (time will be dependent on conditions), it can be tested with an ultrasonic thickness gauge or destructive testing to confirm specified thicknesses.

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Epoxy Lining System

Section 4: INSPECTION AND TESTING, continued

Adhesion: It is recommended that the coating be allowed to cure for a minimum of 48 hours, at 70+ degrees F, prior to testing, per ASTM D-7234. This minimum cure time will allow the coating to reach sufficient physical strength so as not to affect the results of adhesion testing. Test dollies may be glued to the coating as soon as a "dry through" cure stage has been achieved. It is not recommended to place test dollies directly into the uncured coating as this may affect the alignment and adhesion of the dolly. Coatings which are subjected to less than 70 degree F temperatures will cure at a slower rate. Allow for additional cure time for such instances.

Holiday Detection: After the coating has set hard to touch, it can be inspected with high-voltage holiday detection equipment, according to NACE SP0188. An induced holiday should be made onto the coated concrete surface and serve to determine the minimum/maximum voltage to be used to test the coating for holidays in that particular area. The spark tester shall be initially set at 100 volts per 1 mil (25 microns) of the minimum specified (not average) film thickness applied but may be increased if it is insufficient to detect the induced holiday. All detected holidays should be marked and repaired per the manufacturer's recommendations.

Holiday, Bughole, and Void Repair Procedure:

1. All discontinuities must be marked using a method that will not contaminate the coating surface (do not use wax or oil type marking devices).

- 2. The area surrounding and including the discontinuities must be cleaned of all contaminates.
- 3. The area should be abraded using 60-80 grit sandpaper, grinding disk, or other suitable methods.

4. The abraded area must be solvent cleaned to create a sound, non-contaminated, and dry surface before top coating.

5. Raven 405 Series Epoxy shall then be applied, by spray, brush, or trowel, to all repairs areas following Raven Lining Systems' recommended application procedures.

6. The repaired areas should be retested per NACE SP0188 or ASTM D4787.

- Sufficient drying or curing time shall be allowed before retesting.
- Only those areas that have been repaired shall be retested unless otherwise specified.

Section 5: APPLICATOR AND WARRANTY

The Certified Applicator shall provide current documentation from Raven Lining Systems, certifying Applicator's training and equipment complies with Raven Lining Systems Certified Applicator Program requirements.

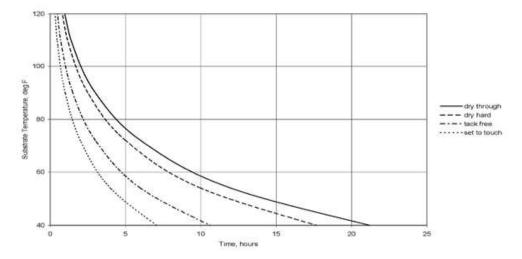
The Certified Applicator shall warrant all work against defects in materials and workmanship for one (1) year, unless otherwise noted, from the date of final acceptance of the project. The Certified Applicator shall, within a reasonable time after receipt of written notice thereof, repair defects in materials or workmanship which may develop during said one (1) year period, and any damage to other work caused by such defects or the repairing of same, at his own expense and without cost to the Owner.

Raven Lining Systems warrants all coating materials for one (1) year from the date of final acceptance, unless otherwise noted, to be free of manufacturing defects and products will meet current published physical properties when applied and tested following the manufacturer's standards. If, within said one (1) year period, any product does not meet the physical properties or is defective in manufacture the manufacturer will either replace the defective product or refund the purchase price.



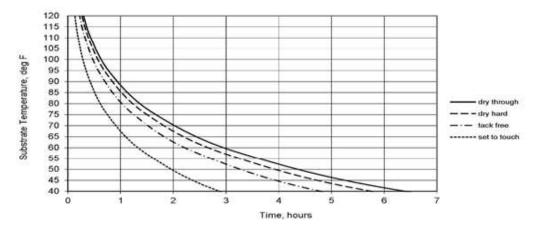
Epoxy Lining System

Cure Rate of Raven 405 and 405FS to Dry Through State



Thin Film Cure Rates of Raven 405 per ASTM D 1640









PROPOSAL DATE *May 13, 2024* PROPOSAL EXPIRES 30 days from bid date

FROM Austin Torrente

PROJECT 2024 Manhole Rehabilitation - Bel Aire,KS BID DATE 5/13/2024

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED
1	Provide labor, equipment, and material (Cementitious) to properly clean and prepare manholes to then spray apply City provided Raven 405 epoxy liner to prevent further corrosion.		EA	\$9,565.00	\$124,345.00
	*** All manholes on this project must be completed at the same time for				
	this pricing to be valid. If reduced quantity of manholes new proposal will be required.***	TOTAL			\$124,345.00

Customer Responsibilities

- Provide notification to any potential customers that may be affected.
- Provide clean water for equipment and cleanup.
- Provide a dumpsite, within reasonable distance, for deposit of debris removed.
- Provide access for our equipment to all locations as needed; locate, uncover & exercise manhole lids prior to our arrival.

• Defend, indemnify, and hold harmless Mayer Specialty Services, LLC from (1) all claims, damages, and expenses that arise or are incurred because of preexisting conditions or anything introduced into the system which is not normal sewage, and (2) except to the extent caused by the negligence or willful misconduct of Mayer Specialty Services, LLC, all other claims, damages, and expenses that arise or are incurred during the term of this agreement.

General Terms and Conditions

INCLUSIONS:

• Provide all labor, materials, tools, equipment and supervision necessary to perform work as shown on drawings, defined in specifications and as described herein.

- Footage above based on information provided/if actual footage lined exceeds what is listed above additional charges will apply.
- 6 VF minimum charge applies to each manhole. If manhole is greater than 6 VF then manhole depth will be charged off of actual measured depth.

EXCLUSIONS:

• Any disputes regarding this agreement will be decided by arbitration (Construction Industry Rules of the American Arbitration Association.)

- Sales Taxes
- Permits or connection fees of any kind
- Bypass Pumping
- Prevailing Wages/Davis-Bacon Wages
- Traffic Control
- Any pre-jobsite clearance including but not limited to:
- Safety Training (on-site or online)
- Badging
- Drug Testing

Date Signed

Background Checks

ACCEPTANCE OF PROPOSAL AND NOTICE TO PROCEED

Authorized Signature

Mayer Specialty Services, LLC

831 Industrial Rd / PO Box 469 Goddard, KS 67052 316-794-1165 316-794-2717

No retainage may be withheld out of contracts less than \$1,000.00 Thank you for the opportunity to provide pricing City of Bel Aire, Kansas

STAFF REPORT

DATE: 5/7/2024

TO: City Manager

FROM: Marty McGee

RE: Sewer Camera



<u>BACKGROUND</u>: The city is responsible for proper sewer maintenance and monitoring. Bel Aire has around 60.5 miles of sewer lines that require cleaning and televising to find and prevent any damage that may occur to sewer mains which is caused by the caustic nature of raw sewage as well as tree roots, shifting grounds, and on occasions damages caused by other utilities.

<u>DISCUSSION</u>: Staff sections off portions of the town each year to have cleaned and televised to maintain sewer functions and proper flow. This work has been outsourced in the previous years as we did not have the proper equipment to perform the tasks. This can become costly depending on the size and footage of the neighborhoods; as such we feel the city would benefit from having the correct equipment to perform this task.

In adhering to the City's purchasing policy, staff solicited bids from three companies, which are shown in the table below.

Contractors	Bid amount
Key Equipment (Rover X)	\$125.400.00
Elliot Equipment Company (Aries)	\$235,000.00
Insight Vision (Riezler); Generator not included.	\$109,467.45
MPE Equipment	\$104,995.00

<u>FINANCIAL CONSIDERATIONS</u>: Funding for this project will be taken from the sewer Operations funds.

POLICY DECISION: Staff is adhering to City policy in gathering a minimum of three bids.

<u>RECOMENDATION</u>: Staff recommends the City Council accept the bid from MPE Equipment in the amount of \$104,995.00



info@mpesupplies.com

Phone: 877-

Quote - 04-29-24-002134

To:

E-mail: mmcgee@belaireks.gov Phone: (316) 744-2888 X601 Bill To Ship To: 04/29/24 Marty McGee Town of Belaire

Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID	Proposed Ship-
		MARTIN					

Quantity	Item	Description	Description	Discount %	Taxable	Unit Price	Total
1	IBEX	400FT	CRAWLER	25%		\$88,995.00	\$68,995.00
1	UPGRADE	EXTRA 600FT	LARGER REEL	40%		\$10,000.00	\$ 6,000.00
1	CCTV TRAILER			40%		\$48,995.00	\$30,000.00
						Subtotal	\$104,995.00
						Тах	
						Shipping	FREE
						Deposit Paid	
						Balance Due	\$104,995.00

Section XII, Item D.



12V House Battery Standard

Ensures continuous power supply to LED lights, even in the absence of shore power.



Crafted Excellence

Learn more about how we are making our CCTV Pipe Inspection Crawler Trailer more Versatile than ever.



<u>Contacts</u>

- www.mpesupplies.com
- MPE Supplies 711 Skyler St Springdale, Arkansas 72762
- Tel: 1 (479) 215-6852
- Email: info@mpesupplies.com

Product Brochure



IBEX Robotic Pipe Inspection Crawler

The IBEX Robotic Pipe Inspection Crawler series crawling robot detection system uses an intelligent crawler motion mechanism as a mounting platform, equipped with an industrial-grade high-resolution color camera unit, a motion posture detection unit and an intelligent control image recording and processing terminal, as well as an auxiliary powerful lighting source and a cable retracting device. High-tech testing special products.





www.mpesupplies.com Email: info@mpesupplies.com Call Toll Free: 1-877-230-2744



50 mm/1.96' in camera head, 700TVL resolution. Pan and tilt view head. 6-wheel crawler body for 100mm to 600mm. Crawler body for 100mm to 600mm pipes. 12.1' inch display controller (256GB hard disk). Remote control box. I20m/4.72' in cable reel with counter. Includes keyboard and mouse. 110/220V power supply. 48V battery optional. Cable guide appropriate for manhole and underground control. Hook to lower down the crawler. Tools and screws. Can generate reports.





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CAMERA:

- Image Sensor: 1/3' Pixel CMOS
- Illumination: 0.01 LUX
- Resolution: 700TVL (PAL: 976 x 592; NTSC: 960 x 592)
- Focus: Motorized
- Light Source: 20x LED Lights
- Axial Rotation Pan:: 360°; Tilt: 180°
- Material: Aluminum
- Working Temperature: -20BCto55BC
- Diameter: 50mm
- Weight: 1.21 Kg
- Ingress Protection Pressure: IP68, S-18 PSI





CRAWLER SYSTEM:

- Use: 100-600mm diameter of pipes with 3 types of tires
- Control Unit: Wireless
- Power Supply: Battery and/or Adapter
- Direction: Moves forward, backwards, turn left or right with anti-overturning design
- Injected: PSI12PSI
- Underwater: Yes, up to 10m underwater
- Capability:
- Ingress Protection: IP68
- Working Temperature: -20BCto55BC





DISPLAY:

- Screen: Touch Screen Capability
- Display Size: 12.1' with 256GB
- Display: Data Speed, distance, pressure, Inclination sensor, time can be displayed on the screen
- Resolution: 1024x768
- Picture: Format JPEG
- Video Format: AVI/MPEG4
- Reports: Can generate a pipe report directly





CONTROLLER:

- Image Zoom: Push-button encoder control image zoom in and out more precisely
- Joystick: Wireless joystick, controls the front camera and motion crawling movement for user friendly interaction
- Working Distance: Up to 10m
- Counter: Electronic counter, distance can be directly displayed on the screen
- Cable Length: 120m, up to 300m
- Motorized Cable & Reel: The cable rolls in or out of the Reel automatically
- Dimensions: 780x410x490 (mm)
- PACKAGING AND DELIVERY:
- Packaging Details: In industrial ABS case and stable wooden box:
- Supply Ability: 20 Set/Sets per Month:





Other Sizes Available

- 394 ft/ 120m manual reel
- 492 ft/ 150m manual reel
- 656 ft/ 200m manual reel
- 984 ft/ 300m manual reel



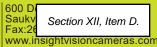


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800.488.8177

SEWER CAMERA MANUFACTURER



TOTAL

86342.45

ER CRAWLER CAMERA RIEZI COMPACT & PORTABLE MAINLINE CRAWLER

QUOTE	QTY	DESCRIPTION	PART #	PRICE
City of Bel Aire	1	MSE500 Control unit with RiVision Software	270058	15099.55
	1	KTA-200 Power Reel with 656ft of cable	270017	24287.69
Marty McGee	1	RSK-78 Pan & Tilt Camera	270021	11054.34
7651 E. Central Park Ave. Bel Aire, KS 67226	1	FWL-100 Crawler includes 4" wheels	270033	12465.08
7031 E. Central Faix Ave. Der Alle, NG 07220	1	Lift Hook with Holder	270040	561.15
316-744-2888	1	Manual Elevator for pipe 12" and up	270039	2688.36
	1	D96 Carbide wheels for 6" pipe	270035	1622.11
mmcgee@belaireks.gov	1	D97 Wheels for 8" pipe	270036	1097.18
Date: 00/00/2004	1	D117 Wheels for 12" to 24" pipe	270038	1540.10
Date: 03/26/2024	1	D1000 Wheel extensions for 16" to 40" pipe	270064	8036.04
Quotation Prepared By: William Scovronski	1	ZBL-500 Additional Light for pipe 12" and up	270047	1868.17
	1	RFK-100 Backeye Camera	270031	4000.68
Additional Info:	3	5ft Fiberglass lowering poles	558006	438.0
Shipping TBD.	1	Top Manhole Roller	558005	766.0
	1	Down Hole Roller	178007	818.0
		iquipment Financing?	SUBTOTAL	86342.45
PO#:	Visit www.insightvisioncameras.com/financing/ or call 800-488-8177 for more information		SALES TAX	
			SHIPPING	
viake orders pavable to Alliance Technology TTC 600 Dekora Woods Blvd Saukville V	VI53080 V\	VIRE TRANSTER CRECK VISA WASTER LARD AMEX (+2%) accepted Pav-		

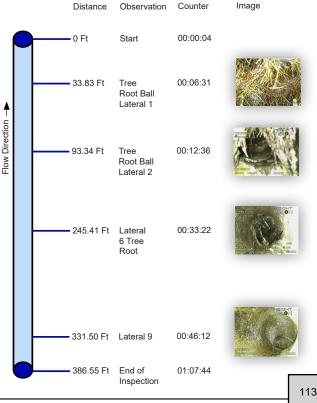
Make orders payable LLC. 600 Dekora Woods Blvd., Saukville, WI 53080. Wire transfer, check, Visa, Master Card, Amex (+2%) accepted. Pay- Technology ment in full is required prior to shipment. F.O.B. Saukville, WI. All prices quoted in U.S. dollars and valid for 30 days and do not include duties and applicable taxes. One (1) Year Limited Warranty.

RIEZLER SEWER INSPECTION SYSTEM

- **Reporting Made Easy From 4" to 80"**
- **Customizable To Your Needs**
- Rugged

- Modular
- **Easy-To-Use**







INSIGHT

Box Enclosure:

Services

32"x47"x47" Aluminum Enclosure

- 4 Tie Down Rings
- 2 Vents
- Forklift Pockets
- Awning Style Door

- Side Access Generator Door

- Red Exterior/Black Interior Powdercoat

1 3,300.00 3,300.00

Services

Drawer System - 2 200# 24"x11"x6" Drawers (1 Clean Storage/1 Dirty Storage) -Powdercoated Color Matched Frame -Powdercoated Texture Black Pans 1 1,100.00 1,100.00 Services 110V AC Electrical System -Generator Connection Cord -2 Outlets for Drum & Controller Connections -2 Outlets in Front for Misc. Use -1 Outlets for Washdown Pump -1 LED Light Strip for Interior -2 Switches (1 Light/1 Pump) 1 550.00 550.00 Services Washdown System -10 Gal Water Tank -3.3GPM Pressure Regulated Water Pump (Switched) -Slinky Hose w/ Spray Nozzle 1 825.00 825.00

Services

Generator Slide 21"x11"x2" Generator Slide -200# Locking Drawer Slides 275.00 275.00

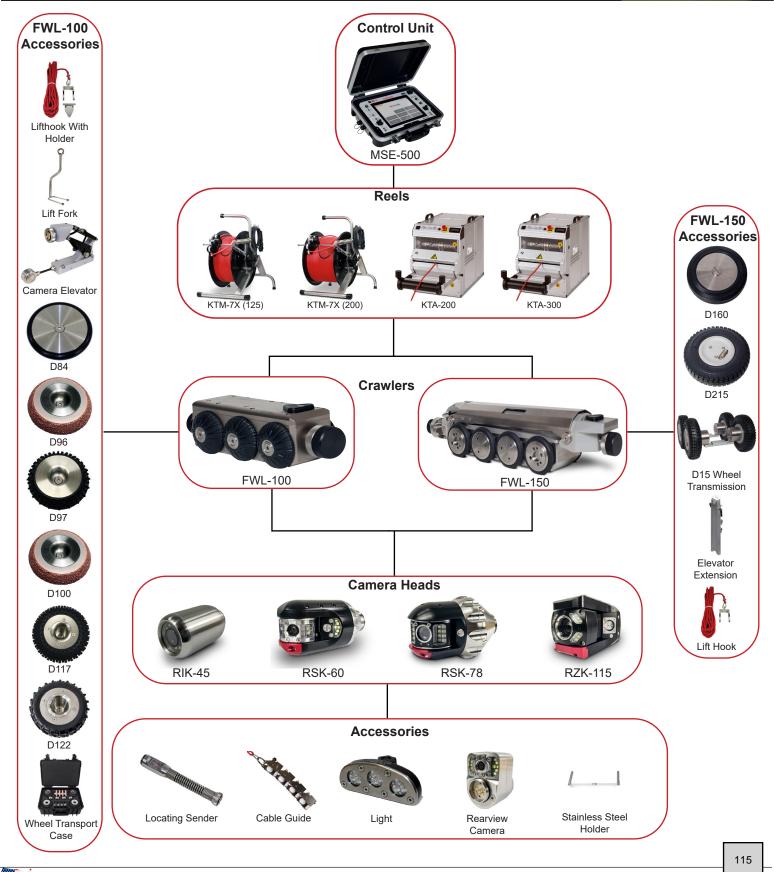
SUBTOAL: \$20,125.00 Freight: TAX: TOTAL:\$



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600 D Sauky Fax:26 www.insigntvisioncameras.com

RIEZLER CRAWLER CAMERA





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600 D Sauky Fax:26 www.insightvisioncameras.com

RIEZLER CRAWLER CAMERA



MSE-500 CONTROL UNIT

- High resolution daylight visible 12.4" (1024x768p) touchescreen display
- USB ports for optional keyboard / mouse for added control
- · Videos and pictures saved on internal memory with option to export to USB device
- Industrial grade PC with 256 GB SSD harddrive (faster boot-up and loading times)
- Free software updates
- 2 x USB 2.0, 1 x RJ45, 1 x Video IN, 1 x Video OUT, 1 x HDMI
- 110-240 V AC power / max. 250 Watts

CONTROL UNIT SPECIFICATIONS		
Dimensions	19.3" L x 15" W x 11.4" H	
Weight	22.1 lbs.	





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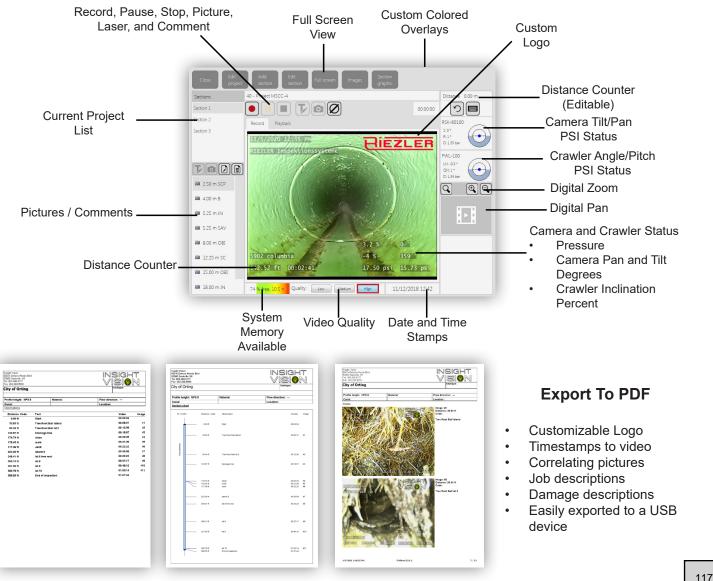
600 D Sauky Fax:26 www.insigntvisioncameras.com

RIEZLER CRAWLER CAMERA





- Free software updates
- · Continuous development of new features
- Integrated digital meter counter including sensor values
- Text database to create damage catalogues
- Multilingual user interface and reports
- Customizable interface (logos, business information, movable data fields)
- Modules to allow for measurement, inclination graphics, reports, and data transfer to 3rd party systems (ex. WinCan)



In-pipe Readout



600 D Sauky Fax:20 www.insightvisioncameras.co

RIEZLER CRAWLER CAMERA SOFTWARE MODULES



RI-VISION MODULES

RiVision Report

- Allows for the creation of country-specific damage catalog reports, directly at the control unit.
- Free updates, when damage catalogs change or are upgraded.
- Compatible with WinCan vX

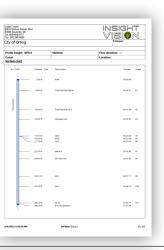
RiVision RS232

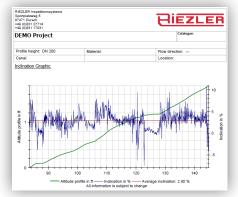
 Allows for the use of external systems, especially useful when recording inspections with third-party software (ex. WinCan vX) instead of RiVision.

Allows for the creation of inclination graphics

automatically at the control unit.



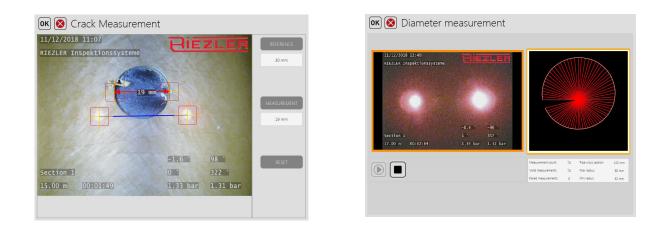




RiVision Measurement

RiVision Inclination

- Allows for precise measurement of cracks and deformations within the pipe, using the full potential of the pan and tilt cameras with integrated parallel lasers.
- Autonomously determine the diameter of the pipe with a touch of a button.







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SEWER CAMERA MANUFACTURER www.

ER CRAWLER CAMERA **REEL OPTIONS**



Section XII, Item D.

600 D

Sauk

Fax:2



KTA-200 MOTORIZED REEL

- Automatic cable position
- Integrated control unit
- 492 656 feet of kevlar-reinforced, acid and abrasion resistant camera cable
- Manual or crawler sychronized feed mode
- Adjustable tractive force
- Meter counter with incremental position encoder and output shaft
- Customizable with multiple crawlers and camera heads to choose from

KTA-200 REEL SPECIFICATIONS			
Dimensions 34.7" L x 13.8" W x 18.9" H			
Weight	110 lbs. with 200m Cable		

KTA-300 MOTORIZED REEL

- Automatic cable position
- Integrated control unit
- 656 1000 feet of kevlar-reinforced, acid and abrasion resistant camera cable
- Manual or crawler sychronized feed mode
- Adjustable tractive force
- Meter counter with incremental position encoder and output shaft
- Customizable with multiple crawlers and camera heads to choose from



KTA-300 REEL	SPECIFICATIONS
Dimensions	37" L x 15.7" W x 22.4 H
Weight	170 lbs. with 300m Cable

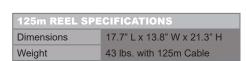
KTM-7x(200) MANUAL REEL

- Stable stainless steel frame
- 656 feet of kevlar-reinforced cable
- Integrated digital meter counter
- Fully customizable with multiple crawlers and camera heads to choose from
- Adjustable break

200m REEL SPECIFICATIONS			
Dimensions	17.7" L x 14.6" W x 21.3" H		
Weight	57 lbs. with 200m Cable		

KTM-7x(125) MANUAL REEL

- Stable stainless steel frame
- 410 feet of kevlar-reinforced cable
- Integrated digital meter counter
- Fully customizable with multiple crawlers and camera heads to choose from
- Adjustable break





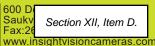


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SEWER CAMERA MANUFACTURER



RIEZLER CRAWLER CAMERA CRAWLER OPTIONS



FWL-100 CRAWLER

- Suitable for use in 4 to 24 inch pipe (with appropriate accessories)
- Speed control in reverse
- Steerable, with 6 powered wheels
- Mechanical camera elevator (optional)
- Pressure-proof till 14.5 PSI
- Internal pressure view
- · Tilt measurements long. and lat. axis
- Power supply via control unit
- Fully customizable with multiple camera options

FWL-100 CRAW	LER SPECIFICATIONS
Dimensions	9.5" L x 3.4" W x 3.1" H
Weight	14.55 lbs.
Engine	2 BLDC-engine at 30 Watt
Materials	Brass / Stainless Steel



FWL-150 CRAWLER

- Suitable for use in 6 to 80 inch pipe (with appropriate accessories)
- Speed control in reverse
- Steerable, with 8 powered wheels
- Electrical powered camera elevator (stock)
- Pressure-proof till 14.5 PSI
- Internal pressure view
- Tilt measurements long. and lat. axis
- Power supply via control unit
- Fully customizable with multiple camera options

FWL-150 CRAWLER SPECIFICATIONS				
Dimensions	21.3" L x 5.1" W x 4.7" H			
Weight	40.8 lbs.			
Engine	2 BLDC-engine at 50 watt			
Materials	Aluminum / Stainless Steel			





800.488.8177 SEWER CAMERA MANUFACTURER

600 D Sauky Fax:26 www.insigntvisioncameras.com

RIEZLER CRAWLER CAMERA



	RIK-45	RSK-78	RSK-60	RZK-115
Self Leveling	Х	Х	Х	Х
Auto Pan 90°		Х	Х	Х
Auto 360 Inspection		Х	Х	Х
Pressure Supervision and Alarm		Х	Х	Х
Swivel Range		+/- 110°	+/- 115°	+/- 125°
Parallel Laser			Х	Х
Pipe Size	3" - 16"	4" - 48"	3" - 24"	6" - 80"
Waterproof	72.5 PSI or 130' Depth	72.5 PSI or 130' Depth	72.5 PSI or 130' Depth	72.5 PSI or 130' Depth
LED Lights	12	18 Dimmable	18 Dimmable	30 Dimmable
Lens Angle	85°	85°	68°	4° - 68°
Focus	Fixed	Adjustable	Adjustable	Adjustable and Auto Focus
Zoom	3x Digital From MSE-500	3x Digital From MSE-500	3x Digital From MSE-500	10x Optical 32x Digital
Image Sensor	1/2.8" Color- CMOS	1/2.8" Farb- CMOS	1/4" Color-CMOS	1/3" Color-CMOS
Resolution	700 lines	700 lines	420 lines	700 lines
Dimensions	1.77" Diameter 2.75" Long	3.1" Diameter 4.3" Long	2.36" Diameter 3.94" Long	4.5" Diameter 6.3" Long
Weight	1 Lb	2.1 Lbs	1.5 Lbs	4.8 Lbs

*All values based on ideal pipe conditions





800.488.8177 SEWER CAMERA MANUFACTURER

600 D Sauky Fax:2 Section XII, Item D. www.insightvisioncameras.co

RIEZLER CRAWLER CAMERA ACCESSORIES



FWL-100 Accessories



Lowering Fork Used to lower the small crawler into the pipe

Wheel

D97

Usable in 8"+ pipe



Wheel D100



Camera Elevator Usable in 12"+ pipe Mechanical



Wheel D84 Usable in 6"+ pipe



Wheel D96 Usable in 6"+ pipe Metal-grit traction



Wheel Transport Case

Stores the spare wheel sets when not in use.



Usable from 8"+ pipe Metal-grit traction



Wheel D117 Usable in 12"+ pipe



Wheel D122 Usable in 12"+ pipe Recommended for ducts or flat areas



D15 Wheel Transmission Used in 20"+ pipe



Wheel D160 Usable in 12"+ pipe



FWL-150 Accessories

Wheel D215 Spare wheel for the D15 Wheel Transmission



Elevator Extension

Allows the crawler to inspect pipes 40" - 80"+



Lift Hook

33 feet of rope with lift hook

Accessories for Both



Rear Camera RFK-100 Usable from 4"+ pipe



Cable Guide 33 feet of rope with stainless steel cable guide



Locating Sender 512khz Used to be able to locate the crawler underground



Additional Light ZBL-500 Usable from 12"+ pipe 9 ultrabright LEDs



Stainless Steel Holder

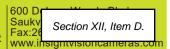
Stainless steel holder for the MSE-500 control unit



122



800.488.8177 SEWER CAMERA MANUFACTURER



RIEZLER CRAWLER CAMERA



Insight Vision focuses on providing quick and efficient service for our customers. Most of the service work is done right at our home facility in Saukville, WI. Our expert service technicians are trained to diagnose and repair our full line of camera systems. Unlike some of our competitors, our typical repairs do not take weeks or months to complete.

What to Expect



- One on one customer service
- Expert service technicians
- Quick repair turnaround times (typical repair completed in less than 48 hours)
- Over the phone trouble shooting
- · Speak directly to a person, no robotic call ques
- Smooth service experience







3/18/24



City of Bel Aire Attn: Mr. Marty McGee 7651 E Central Park Avenue Bel Aire, KS 67226

Re: Envirosight Rovver X

Dear Marty,

Thank you for the opportunity to supply a proposal for the state-of-the-art Rovver X Camera System and Outpost. The Envirosight Rovver X is unequaled in performance, capability, expandability, and reliability by having little resistance in the pipe allowing quick, accurate, state of the art reporting capabilities. It is simple yet powerful and is raising the bar and setting the standard for underground inspection systems.

Rovver X is the one system that lets you do everything: control inspections, view and record digital video, log observations, generate reports, and link directly to asset-management software:

- Steerable 6-wheel drive maneuvers past obstacles.
- Modular design adapts to pipe of any size, condition and material.
- Compact system footprint can be deployed from any size vehicle.
- Digital controls automatically update to the latest features and support self-diagnostics.
- Scalable design supports lateral launch, side-scanning and laser profiling.
- WinCan VX included with every system purchase.

Rovver X, with its enhanced range, unmatched portability, simplified 3-piece system layout and powerful touchscreen controller, is the simplest to operate system on the market and yet the most advanced at the same time. The new pendant captures a day's worth of MPEG video and JPEG still images, lets you enter observations, upload to WinCan via the cloud and USB, and connects via Rovver-Link for remote diagnostics and firmware updates. In addition, RovverX offers a detachable remote-operated camera lift, three on-board cameras, and integrated sensor packages.

The rugged, weatherproof **Outpost** inspection transport enclosure powers, protects and organizes all your sewer inspection equipment, including crawler, cable reel, monitor and computer. A slide-out drawer holds 500 lb of accessories, and a partitioned video compartment stows the crawler, controller, reel, computer and monitor. The Outpost fits securely in the back of a UTV or truck.

Rovver X features include:

- State-of-the-art camera system with solid-state circuitry
- Open-standard Can-bus Communication protocol (software driven system ensures infinite upgrade ability)
- Utilizes reliable RAM drive with a capacity to hold 64 hours of video recording
- RC90X pan/tilt/zoom (120x zoom) camera with dual lasers (lasers can be calibrated for easy measurement of observations)
- 10 optical, 12 digital zoom, with 40 LED's with Lifetime Warranty and proportional control
- Rovver X 6-wheel steerable crawler with inclination/pitch sensors and Sondra transmitter with on/off switch
- Auto-updating pendant controller uses CANbus with viewing, text generation, crawler control, camera control, cable reel control, digital video and still image recording, full digital output and auto reel with 1000' of cable
- VC500 pendant is 8" hand held color touch-screen monitor with 800 x 600 display resolution
- Report generating capability (exportable)
- Presets for viewing laterals or inspecting joints
- Video can be downloaded via USB flash drive or the cloud
- Twin multifunction joysticks with proportional control (crawler and camera)
- Automatic cable reel with 1000' of cable (1650' optional)
- Clutch
- Remote internet-based diagnostics, diagnostic services and firmware upgrades
- Built-in inspection menus with drop down menus for easy annotation, able to capture mpeg and jpeg
- Cruise control
- Integral rear view camera
- Built-in Sonde with on/off
- Multiple wheel sets available for variety of pipe composition and sizes
- Pressurization sensor
- Roll sensor

- Infinite upgrade ability and expandability (readily accepts DigiSewer, Laser Profilier and SAT Lateral Launch)
- Auto populates WinCan v8 database software
- Optional carriage, elevator lift kit, and auxiliary light with back up camera available

One (1) New Envirosight Rovver X System includes: VC500 pendant controller with desk-mount and US –Connector PC-VC, RCX90 camera, RX130 crawler with backeye camera, inclination, sonde, clutch, RAX300 cable reel with wireless remote and 300M of orange Gore cable. Additional accessories include emergency stop cable for reel, mounting frame for reel, lifting tool, 2" tiger tail, pressurization kit. Quick-change wheels system (including 6 hubs, 6 small rubber wheels, 4 medium rubber wheels, 4 large rubber wheels and 2 climber wheels). WinCan VX Entry License

Envirosight OutPost : Honda generator and Washdown system

Total Equipment Price for Envirosight Rovver X in Outpost:	\$ 125,400.00
Available Additional Wheels - Four (4) XL Rubber Quick Change Wheels:	\$ Included
Four (4) Medium Aggressive Quick-Change Wheels:	\$ Included
Total Lump Sum Amount: Freight, Delivery, and Lifetime Training for Operators and Mechanics Included	\$ 125,400.00



*Sample photos

Thank you for your consideration of Key Equipment & Supply Co. and Envirosight. If you have any questions, or would like additional information, please don't hesitate to contact me at 913-915-7801.

Section XII, Item D.

Respectfully,

Att q. niller

Nate Miller **Territory Manager** Key Equipment & Supply Co.



*Sample photos

St. Louis

Key Equipment & Quality Rents 13507 Northwest Industrial Drive Bridgeton, MO 63044 800-325-4323

Kansas City Key Equipment & Quality Rents 6716 Berger Avenue Kansas City, KS 66111 800-262-0149

Springfield

Key Equipment & Quality Rents 1315 Ottis Street Springfield, IL 62703 217-313-7408



<u>**REF Quote Line 1 – Outfitting & System Details</u>**</u>

- 1 Tandem axle trailer, 7'x14' body, 9990 GVWR. See detailed spec for full vehicle specifications, to which Aries will include:
 - 1 Vehicle exterior lighting package, including
 - 2 Amber LED strobe lights, 1ea mounted front and rear of roof
 - 2 Flood lights, rear work area illumination

1 Honda EU7000iS commercial grade generator, 120V, 60 Hz to which Aries will include:

- 1 Tongue mount bracket and ground strap
- 1 Interconnect to shore connector
- 1 Guard and remote
- 1 Auxiliary battery, 12V DC and case, mounted on tongue frame
- 1 DC converter, 45A
- 1 35' cord and house power receptacle with integrated cover, mounted front of trailer
- 1 System engineering panel to include:
 - 1 Generator voltage and frequency meter, digital

1 Trailer control room interior including:

- 1 Lonplate non-skid floor covering
- 1 White laminated surface wall and ceiling covering
- 1 Bulkhead wall with Plexiglas window and swing passage door to equipment room
- 1 Low profile roof mounted air conditioner, 11000 BTU
- 1 Wall mounted 1500-watt heater
- 1 Wall-mounted USB port at desktop
- 1 Ergonomically contoured and finished control desk
- 1 LED lighting system with dimmer switch
 - 1 LED dome light with timer and switch by walkthrough door
- 1 Standard electrical upfitting package
- 1 Operator chair, swivel with casters
- 1 Padded bench seat with storage underneath
- 1 Closet/cabinet/storage space, 74"H, minimum 4-removable shelves
 - 1 Printer shelf

1 Trailer equipment room interior including:

- 1 Lonplate non-skid floor covering
- 1 White laminated surface wall and ceiling covering
- 1 Standard electrical upfitting package
- 1 LED lighting system
 - 1 LED dome light with timer and switch by walkthrough door
- 1 Set equipment storage hooks
- 1 Set of tie down rings along floor, shipped loose
- 1 Fire extinguisher, 10lb, 4A60 B:C rating, OSHA/DOT-approved
- 1 Work bench with Lonplate worktop and vise
 - 1 Storage shelves over work bench with light underneath
- 1 7-drawer tool chest with locking hasp



- 1 Equipment storage shelf, 3-levels, 36x18, between reel and bulkhead
- 1 Downhole pole storage brackets, door mounted
- 1 Storage drawer mounted under TV reel

1 Water wash down system for equipment clean-up including:

- 1 Water storage tank, 19-gallon
- 1 Set of fill, vent and drain connections
- 1 Water tank demand pump
- 1 25' retractable wash down hose with spring-loaded hand nozzle

2 22" LCD flat panel monitor, TV/PC viewing, mounted to control room desktop

1 22" LCD flat panel monitor, TV/PC viewing, mounted rear viewing in equipment room

1 Ultra compact computer system, including:

- Compact PC housing, with features including: Intel 11th Gen Core i5-1135G7 processor 16GB of RAM 512GB solid state hard drive, storage (4) HDMI ports (6) USB ports, (4) USB3.2 (front) + (2) USB3.2 (back) Ethernet port on rear of chassis AX201 WiFi 6 + Bluetooth 5.2
- 1 Wireless keyboard and optical mouse
- 1 Windows 11 Pro operating system, 64-bit
- 1 HDMI video capture device and wiring for Pipetech Inspect

1 Aries DC400 Voyager All-in-One Desktop Controller, including:

- 1 7" color flat touch-screen status & diagnostics monitor
- 1 Sealed connector for interconnect cable to reel
- 1 Camera controls
- 1 Tractor controls
- 1 Reel controls
- 1 Internal digital video recorder & controls
- 1 Internal overlay module with footage & inclination
- 1 Alphanumeric full "QWERTY" keyboard for video titling and report data input
- 1 Storage and transportation case
- 1 Video amplifier/distributor box

1 Truck mount inter-connect cable

1 Aries HD400 Voyager zoom, rotate & horizontal pan camera w/ high-intensity LED lighting and integrated self-cleaning lens wiper system, including:

Voyager zoom pan and tilt camera w/ multi-axis infinite rotation Integrated on-demand self-cleaning lens wiper system 120X zoom (10X optical & 12X digital) High-resolution 1080(V) x 1920(H) output



Auto-focus with manual override Auto-iris with manual override Maintenance-free directional white LED lighting that follows the camera's field of view High-sensitivity camera sensor for low-light applications "Starlite" low-light level amplification feature with (4) user selectable amplification steps Automatic home feature with forks at top and bottom of camera head "One Touch Scanning" feature with (2) user selectable continuous joint scan presets "Quick Look" preset view positions (6) (Up, Down, Right, Left, Lat R, Lat L) Robust, environmentally sealed camera for use in live pipe, including: Scratch-resistant sapphire lens window Camera recessed behind forks for frontal impact protection Rubber bumpers on forks Camera housing with hardened metal finishes and non-corrosive metals Recessed fasteners & no camera protrusions Proportionately slowed camera movements when zooming Fast-check internal pressure monitoring system On-screen camera diagnostics functions including: Camera internal pressure, temperature, operating hours, internal power regulated voltage value,

camera model, serial number, firmware revision, control error recognition, LED current value.

- 1 Camera storage and transport case
- 1 Camera nitrogen recharge kit

1 Aries TR400 Voyager steerable self-propelled transporter for 6" relined to 24" lines, including:

- 1 Transporter assembly with continuous duty 120-Watt brushless drive motors
- 6 Rubber wheels, 3-3/8" diameter for 6" lines
- 4 Rubber wheels, 4-3/8" diameter for 8-12" lines
- 4 Rubber wheels, 5" diameter for 12-18" lines
- 4 Extended hub dually rubber wheels, 5" diameter for 18-21" lines
- 1 Remotely operated electric camera lifting mechanism
- 1 Fast-check pressure monitoring system
- 1 Rear viewing camera with LED lighting
- 1 Auxiliary detachable light head
- 1 512 Hz internal locating beacon
- 1 Integrated inclinometer system
- 1 Storage and transport case
- 1 Set maintenance parts
- 2 Carbide impregnated high traction wheels, 3¹/₈" diameter for 6" lines
- 2 Carbide impregnated high traction wheels, 3⁷/₈" diameter for 8-12" lines
- 2 Carbide impregnated high traction wheels, 5" diameter for 12-18" lines
- 2 Extended hub carbide impregnated high traction wheels, 5" diameter for 18-24" lines
- 1 Large diameter pipe kit with geared side rails and 8" diameter rubber tires for operation up to 36" lines
- 1 PR400 Voyager cable and reel assembly, including:
 - 1 Lightweight aluminum frame



- 1 Drum and motor assembly with electric clutch
- 1 Cable level wind assembly with one-button adjustment
- 1 Sealed continuous contact 6-conductor slip ring assembly
- 1 Distance meter encoder
- 1 Emergency stop push button switch
- 1 1200' of 6-conductor Kevlar-strengthened cable with water-block to prevent wicking
- 1 AC power switch
- 1 120 VAC power input plug with cord
- 1 Cable guide rollers on extendable Downrigger assembly with single-button deployment and springloaded top roller for easy cable removal.
- 1 Drum tensioner control with knob for fine adjustment
- 1 CANbus controlled cable management system
- 1 6-pin cable termination
- 1 HC400 Handheld pendant with 15' coiled cable for at-manhole operation of reel & transporter.

1 Cable manhole guide system including:

- 1 Manhole top roller assembly
- 1 Tiger tail bottom cable guide
- 1 Insertion and extractor pole assembly and tractor adapter with three (3) Quick lock fiberglass extension poles.
 - 5 Additional fiberglass extension poles
- 2 Operation / maintenance and spare parts manuals
- 1 Maintenance tool kit
- 1 Delivery of system
- 1 One-year warranty, TV system

<u>REF Order Line 2 – Trailer Details</u>

Trailer, 7'x14' Tandem Axle, 9990 lb. GVWR

Standard Construction Interior dimensions: 80" wide x 83" high x 168" long Gross Vehicle Weight Rating: 9990 lbs Dexter independent torsion suspension axles Trailer-rated radial tires Modular-styled wheels w/E-coat prime & powder coat finish All-wheel electric brakes w/12V breakaway switch, battery included Welded in place safety chains Phosphate power washed and all exposed metal painted Z-Tech undercoated frame Long life coating on all fasteners Automotive style weather stripping Formed steel rear header with recessed clearance lights Double 8" I-Beam Mainframe 12" on-center Floor Members .030 exterior aluminum with 16" on-center wall posts



Aluminum fenders Aluminum roof with 24" on-center bows ABS molded license plate holder with light

Additional Construction Extended triple tube tongue with switchable 2-5/16" ball hitch and pintle eye ATP stone guard on front of trailer Reinforced roof for air conditioning unit, centered 36" from front of trailer, with 25ft stub 10ga/2c cable Stabilizer jacks at corners 32" curbside door with bar lock, 22" from front of trailer Double swing full opening rear doors with semi-style cam locks Interior finished in white vinyl Steel floor reinforcing plate on crossmembers at RR body door, 44" Non-powered roof vent, centered at 18" from back of rear door framing 12V dome light, centered 150" from front of trailer, with switches at rear door and side door 9" backing strips inside of rear doors, (1) at bottom of each door and (1) at height of 53" of each door

<u>REF Order Line 3 – On-Site</u>

1 Day(s) of in-field training by Aries staff on Aries equipment

Budget Figure - \$235,000

- This is erring on the high side to accommodate for possible trailer price increase and other possible price fluctuation.

We have looked at many options and reviewed several different cameras to determine what would work best for our needs.

The Insight Vision Riezler

This camera unit is a good option with all the same options we are seeking, the total is \$106,467.45 this is a truck mounted unit.

The Aries Voyager from Elliot Equipment Company is a good option but would cost \$235,000.

The MPE sewer camera with the CRAWER_X camera is a good option that is equipped with a full 8x12 enclosed trailer and is currently cheaper than purchasing a camera with a skid mounted box from the other companies. This camera has all the capabilities of Recording, HD camera, backup camera, control inspections, view and record digital video, log observations, generate reports, and link directly to asset-management software: this looks to be the best option to purchase for the city's needs. **\$104.995.00 has a 3-year warranty.**

Key Equipment -offered the Rover X

This is the one system that lets you do everything: control inspections, view and record digital video, log observations, generate reports, and link directly to asset-management software: this system will come with a skid truck mounted box and cost **\$125,400.00**. This would be a good option for the city, my concerns would be where to store this unit and the amount of abuse it will take each time it is removed and installed in the back of a vehicle.

CITY OF BEL AIRE STAFF REPORT

DATE: April 30, 2024

TO: Ted Henry City Manager

FROM: Marty McGee, Public Works Director

Water- The Hillcrest waterline is going great and is around 98% completed. There was a change order issued due to the sewer service line being in the way of the main. The water line has passed all tests and is now having service lines installed; this project is ahead of schedule and will be completed before the deadline of June 1st. Yard restoration is the only item left to complete on this waterline replacement.

UMC installed one water test sample station in Bel Aire Park. This is one of 45 test samples that we need to be installed.

Streets- Public Works has begun doing mastic repairs in Pearsons's addition to stay on track with the 5-year street plan.

53rd Street has been graded three times this month per resident's request. Aurora Park was graded once this month and the test rock was not included in the grading.

Sewer- we have cleaned 12,000 feet of sewer line in the Summit Hill Subdivisions and will begin cleaning Pearsons's addition next. We have had another sewer backup this month at the Catholic Care center that was addressed on 4/3/24. The sewer did enter the resident's home, this is when we were notified about the backup by Benjermin Franklin Plumbing. This line has been cleared of all debris and is flowing as it should. I have also purchased a grease dissolver (BIO BLOCK) to add to our lift stations to help dissolve some of the grease entering the system. Also, Burns and Mac and staff are going to do a walkthrough the Catholic Care Center and School to educate them on the grease problems that we are encountering. This will allow us to look at their records to determine the last time that their grease traps were serviced. We are scheduling a walk through the spiritual Life center, Resurrection Church, and School to also educate what the city is expecting of them. So far this has been a positive result and we have found some issues that need to be addressed.

On 4/9/24 we had a pretreatment meeting with Rebecca Lewis about the high Bod levels at the Harding lift station. A lot of information was discussed about how to improve the problems. We are taking steps to implement the procedures. On 4/17/24 we took our sewer sample to CCUA for the Monthly samples and had JCI come out to core drill a hole in the lid of lift station. This hole was drilled to relocate the test sample piping to determine if this would help with test results in the future. This was recommended by Rebecca Lewis after our discussion at the pretreatment meeting.

Storm Water-

We have taken our second set of storm water samples per KDHE requirements. We have cleaned out storm the drain at 45th and Westlake. We have reviewed the storm water on GIS with PEC to update all information to be inputted into our GIS system. We also cleaned out the ditch behind Heartland Animal Hospital due to a tree breaking off after the storm. I have included a picture below.

Parks- All park inspections have been completed per KDHE requirements for the month of April with little to no findings. We have cleaned all entrance signs around town and trimmed shrubbery as needed. We have also started mowing and trimming trees around town. Eagle Lake drainage ditch is in the process of being cleaned out and trees are being removed and pruned to allow proper drainage. We have had a few complaints at Eagle Lake about Poison Hemlock, this was also posted on the neighborhood app and the person is trying to have other neighbors post a complaint about this. We are addressing this issue by mowing and spraying to control the Hemlock, the chemical is called 24D which is what is recommended to be used to kill poison Hemlock.

On 4/15/24 we install the North Lake fountain in Central Park. This fountain was rebuilt in the winter of 2023. The lake fountains are set to run from 7pm to 11pm daily to help maintain algae in the lakes.

Locates- we have completed 340 locates this month.

Special Events -

On 4/8/24 I hired Kevin King as an Operator 2 position step 3. Kevin will start on 4/22/2024

I have also Hired Clay Englert as our seasonal part time in the hopes to roll him over to full time position after the summer. Clay will also start on 4/26/2024

On 4/15/24 Hollow Metal Door company came out to install the new door on the Pump House, pictures are included.

Sunrise Volunteers picked up trash along 53rd street on 4/19/2024 Glen Thompson will be heading up this project and recording information for the KDHE end of year report. There were a total of 31 volunteers and 4 teachers picking up trash along 53rd street. Total bags picked up 96 bags of trash.

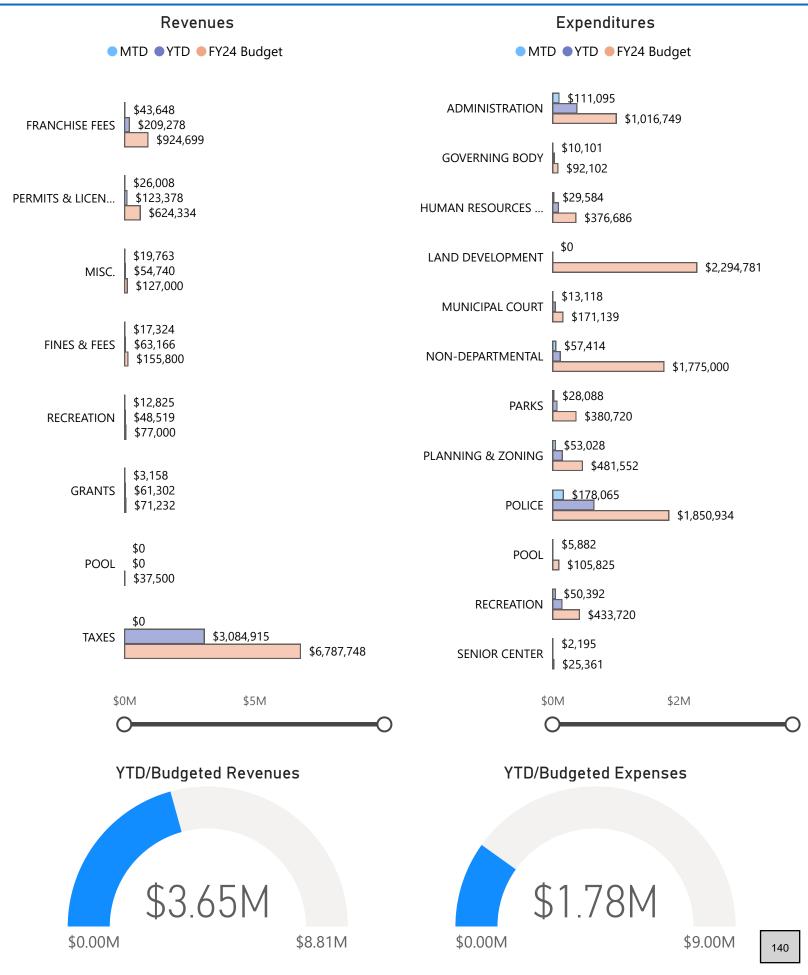




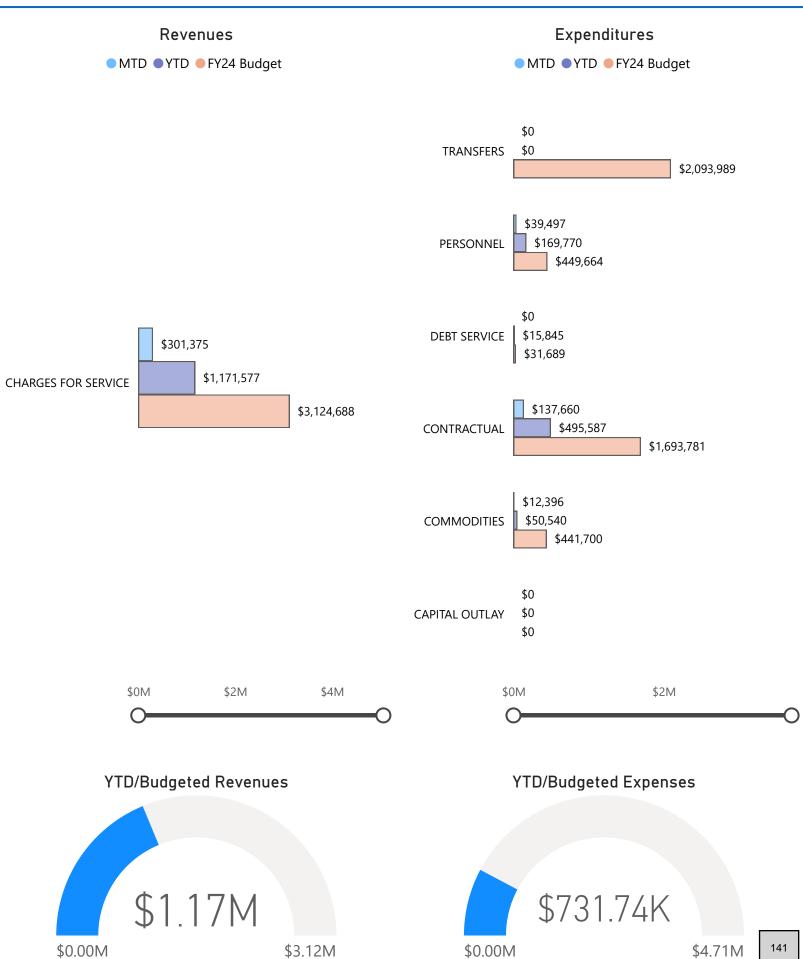




April - 2024 Monthly Finance Report - General Fund



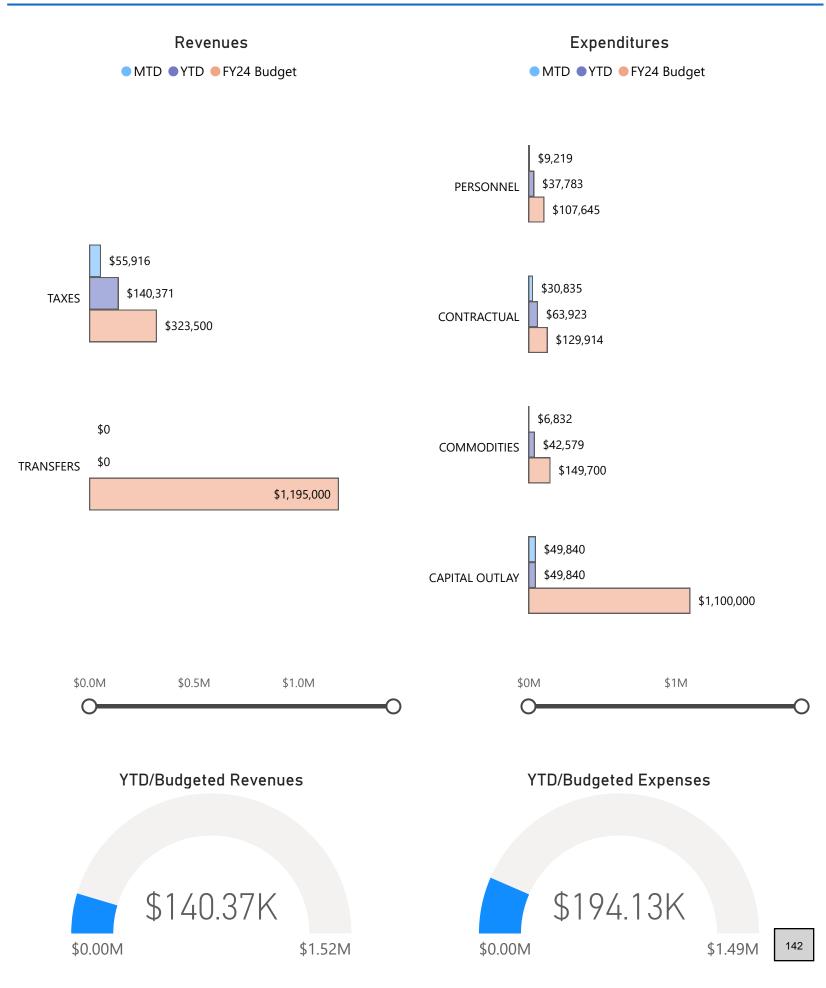




April - 2024 Monthly Finance Report - Sewer Fund

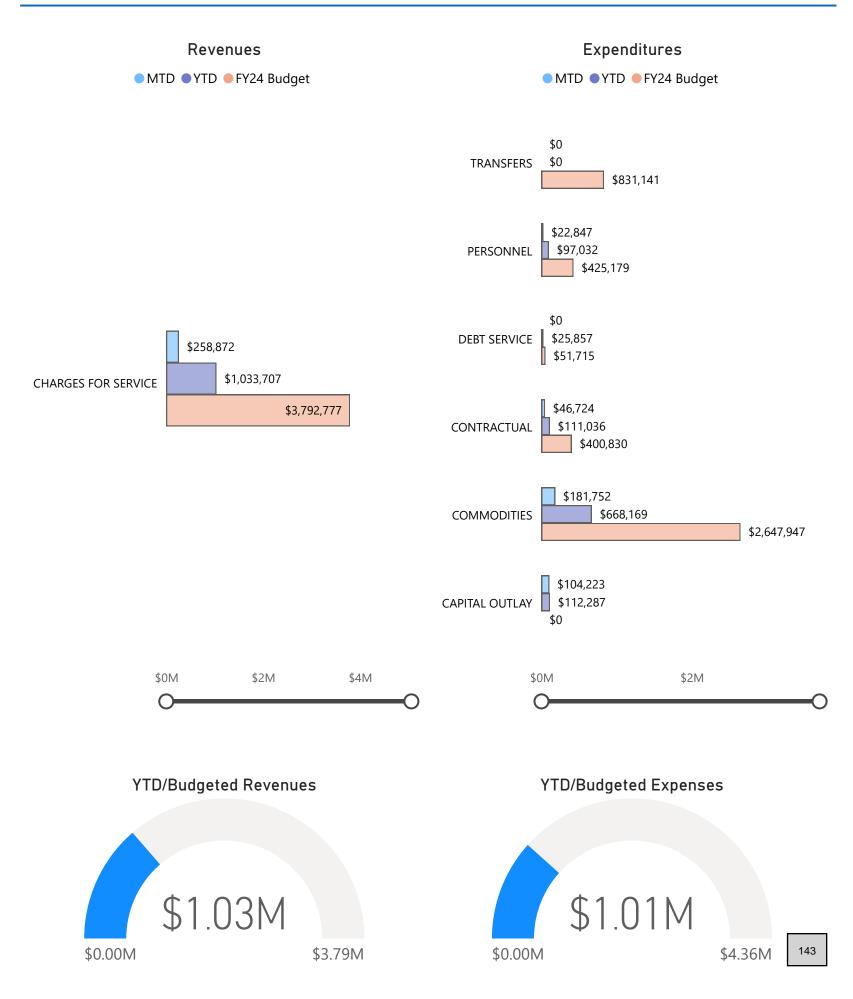


April - 2024 Monthly Finance Report - Special Streets and Highway Fund





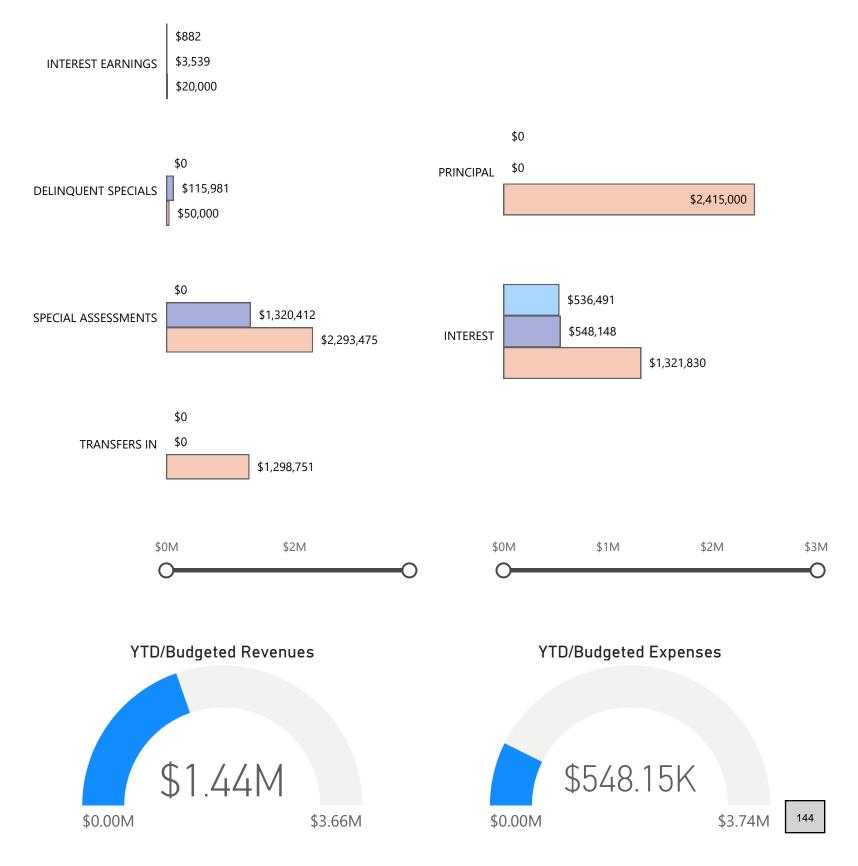
April - 2024 Monthly Finance Report - Water Fund





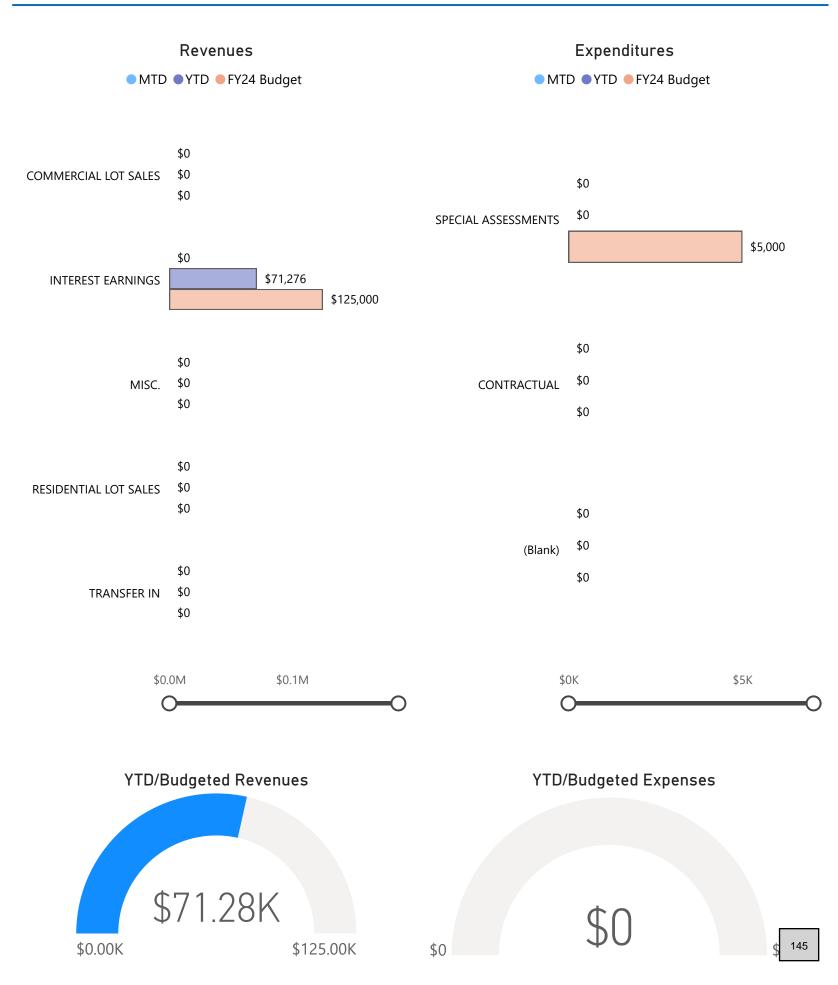


April - 2024 Monthly Finance Report - Bond and Interest Fund



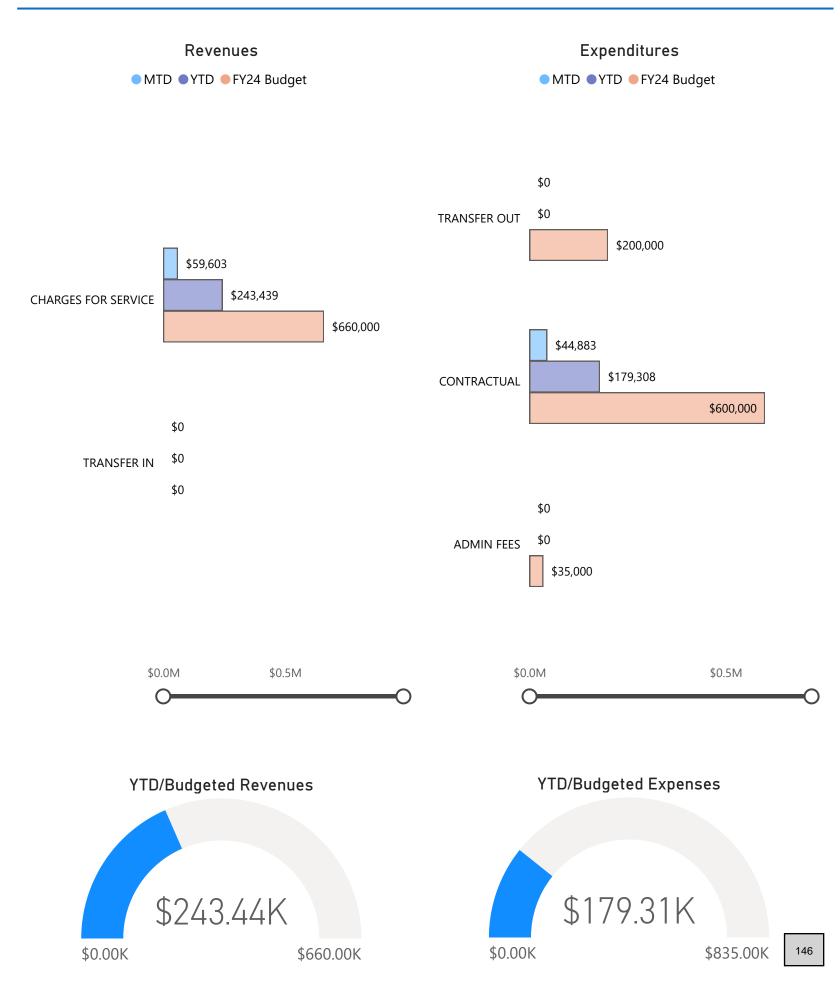


April - 2024 Monthly Finance Report - Land Bank Fund





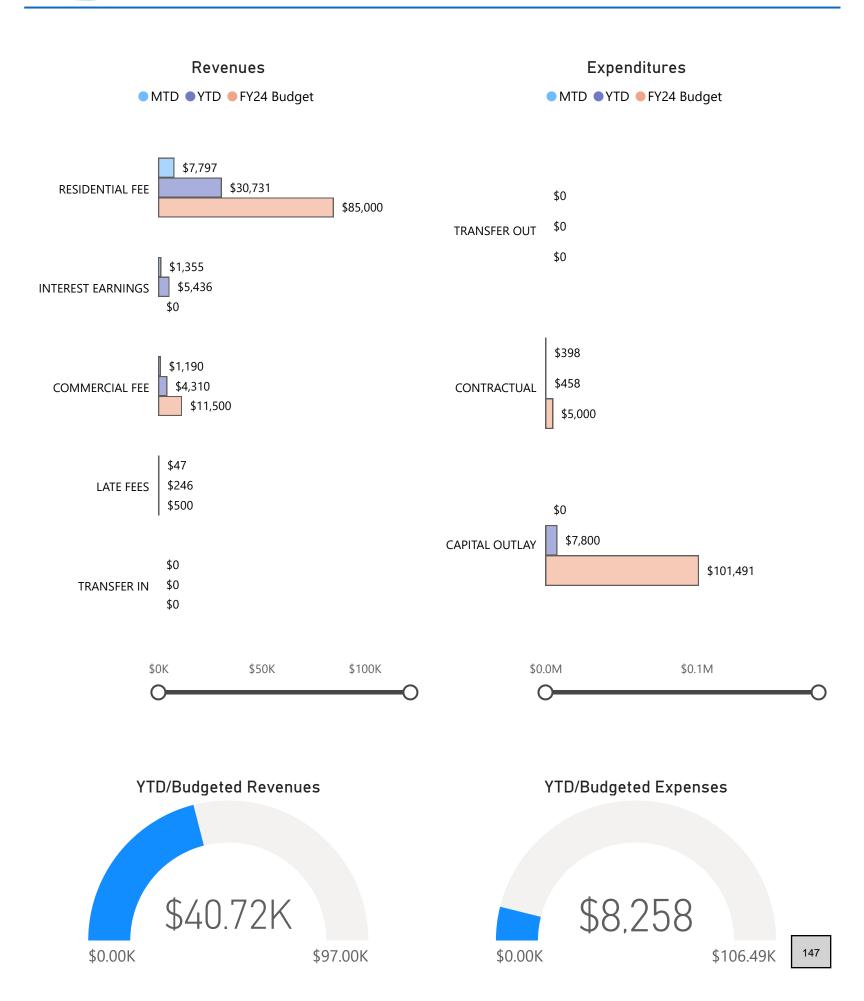
April - 2024 Monthly Finance Report - Solid Waste Fund





Bel Aire

April - 2024 Monthly Finance Report - Stormwater Fund



FUND	YTD	FY24 Budget
BOND & INTEREST	\$1,439,932	\$3,662,226
DELINQUENT SPECIALS	\$115,981	\$50,000
INTEREST EARNINGS	\$3,539	\$20,000
SPECIAL ASSESSMENTS	\$1,320,412	\$2,293,475
TRANSFERS IN	\$0	\$1,298,751
GENERAL	\$3,645,298	\$8,805,313
FINES & FEES	\$63,166	\$155,800
FRANCHISE FEES	\$209,278	\$924,699
GRANTS	\$61,302	\$71,232
MISC.	\$54,740	\$127,000
PERMITS & LICENSES	\$123,378	\$624,334
POOL	\$0	\$37,500
RECREATION	\$48,519	\$77,000
TAXES	\$3,084,915	\$6,787,748
LAND BANK	\$71,276	\$125,000
COMMERCIAL LOT SALES	\$0	\$0
INTEREST EARNINGS	\$71,276	\$125,000
MISC.	\$0	\$0
RESIDENTIAL LOT SALES	\$0	\$0
TRANSFER IN	\$0	\$0
SEWER	\$1,171,577	\$3,124,688
CHARGES FOR SERVICE	\$1,171,577	\$3,124,688
SOLID WASTE	\$243,439	\$660,000
CHARGES FOR SERVICE	\$243,439	\$660,000
TRANSFER IN	\$0	\$0
SPECIAL STREETS & HWY	\$140,371	\$1,518,500
TAXES	\$140,371	\$323,500
TRANSFERS	\$0	\$1,195,000
STORMWATER	\$40,723	\$97,000
COMMERCIAL FEE	\$4,310	\$11,500
INTEREST EARNINGS	\$5,436	\$0
LATE FEES	\$246	\$500
RESIDENTIAL FEE	\$30,731	\$85,000
TRANSFER IN	\$0	\$0
WATER	\$1,033,707	\$3,792,777
CHARGES FOR SERVICE	\$1,033,707	\$3,792,777
Total	\$7,786,325	\$21,785,504

FUND	YTD	FY	Section XV, Ite	m B.
BOND & INTEREST	\$548,148		\$3,736,830	
INTEREST	\$548,148		\$1,321,830	
PRINCIPAL	\$0		\$2,415,000	
GENERAL	\$1,781,725		\$9,004,569	
CAPITAL OUTLAY	\$6,848		\$230,000	
COMMODITIES	\$135,537		\$525,250	
CONTRACTUAL	\$384,273		\$698,178	
PERSONNEL	\$1,255,067		\$3,786,067	
TRANSFERS	\$0		\$3,765,074	
LAND BANK	\$0		\$5,000	
CONTRACTUAL	\$0		\$0	
SPECIAL ASSESSMENTS	\$0		\$5,000	
SEWER	\$731,741		\$4,710,823	
CAPITAL OUTLAY	\$0		\$0	
COMMODITIES	\$50,540		\$441,700	
CONTRACTUAL	\$495,587		\$1,693,781	
DEBT SERVICE	\$15,845		\$31,689	
PERSONNEL	\$169,770		\$449,664	
TRANSFERS	\$0		\$2,093,989	
SOLID WASTE	\$179,308		\$835,000	
ADMIN FEES	\$0		\$35,000	
CONTRACTUAL	\$179,308		\$600,000	
TRANSFER OUT	\$0		\$200,000	
SPECIAL STREETS & HWY	\$194,126		\$1,487,259	
CAPITAL OUTLAY	\$49,840		\$1,100,000	
COMMODITIES	\$42,579		\$149,700	
CONTRACTUAL	\$63,923		\$129,914	
PERSONNEL	\$37,783		\$107,645	
STORMWATER	\$8,258		\$106,491	
CAPITAL OUTLAY	\$7,800		\$101,491	
CONTRACTUAL	\$458		\$5,000	
TRANSFER OUT	\$0		\$0	
WATER	\$1,014,380		\$4,356,812	
CAPITAL OUTLAY	\$112,287		\$0	
COMMODITIES	\$668,169		\$2,647,947	
CONTRACTUAL	\$111,036		\$400,830	
DEBT SERVICE	\$25,857		\$51,715	
PERSONNEL	\$97,032		\$425,179	
TRANSFERS	\$0		\$831,141	
Total	\$4,457,685	\$	24,242,78	148

MANAGERS REPORT

DATE:May 16, 2024TO:Mayor Benage and City CouncilFROM:Ted Henry, City ManagerRE:May 21, 2024 Agenda



Proclamations (Item V)

Memorial Day - "Decoration Day" was changed to "Memorial Day" after World War II and declared the official name by Federal law in 1967. Memorial Day is an American holiday, observed on the last Monday of May, honoring the men and women who died while serving in the U.S. military.

National Public Works Week - Is a celebration of the tens of thousands of men and women in North America who provide and maintain the infrastructure and services collectively known as public works. Since 1960, the American Public Works Association (APWA) has sponsored National Public Works Week. The goal is to use this week to energize and educate the public on the important contribution of public works to our daily lives: planning, building, managing and operating the heart of our local communities and building the quality of life.

Consent Agenda (Item VII)

The Consent Agenda contains the minutes of the May 7, 2024 City Council meeting.

The consent agenda also contains Petitions and Resolutions for Improvements to serve Lycee Addition. The Petitions set the not-to-exceed cost for the improvements and establish a fair division of costs among the lots. The associated Resolutions will authorize the funding for the improvements. The costs for all improvements will eventually be bonded and spread as special assessments to the benefitting lots.

Finally, Bel Aire codes state that the City Manager, City Attorney, and Municipal Court Judge must be reappointed annually in May. These reappointments are also included in the consent agenda.

AP Ordinance (Item VIII)

This appropriation ordinance encompasses 05/01/2024 through 05/14/2024 expenses and one payroll cycle. Expenditures amounted to \$403,330.40. No infrastructure costs were paid during this period.

City Requested Appearances

Herschel West will speak to the Council about Waste Connection's request to increase the rate paid to Waste Connections by the City for solid waste and recycling services.

Waste Connections Request for 2% Increase (Item A)

The solid waste collection and recycling agreement with Waste Connections, approved in 2016, allows Waste Connections to request up to a 2% annual increase from the Utility Operator (the City). Waste Connections has requested another increase due to inflation and other economic pressures that have escalated their operational costs.

Historically, the trash and recycling rates for Utility Customers (primarily Bel Aire residents) have been adjusted through various methods. In recent years, the Council has passed on the cost of these increases to the Customers by the same percentage as the rate increase to the City.

This year, I have directed our staff to explore alternative approaches. Neighboring cities have implemented an Administrative Fee added to the cost of services, which subsequently determines the Customer's trash and recycling rates. The proposed Admin Fee would support the annual transfer for street repairs and help offset Utility Billing expenses. Establishing a set administrative fee, would create a consistent method that would protect customers from unpredictable rate swings, plus remove the possibility of using multiple methods for setting rates. It would also create more transparency with the customer.

Staff recommends that the Council approve the rate increase and authorize staff to present a formal Resolution at a future Council meeting to officially establish the Admin Fee.

Quote for Water Pump Replacement (Item B)

The pump house is essential for controlling the amount of water Wichita supplies to Bel Aire, with a capacity of up to 1.8 million gallons per day. These pumps are crucial as they regulate the water flow through the main lines and ensure our water towers are filled, providing residents with adequate water pressure and clean water daily. As our city's population grows, the demand for water is increasing. The four original pumps, installed in 1985, are now insufficient to meet this growing demand. Currently, only three of the four pumps are operational, and those are not running at full capacity. This situation hampers the city's ability to meet water needs during peak times. Marty McGee, Director of Public Works, will be here to present and answer questions.

Proposal for Sewer Manhole Rehab 2024 (Item C)

There are 13 manholes at various locations that require urgent repairs due to damage caused by corrosive gases. These gases are deteriorating the concrete walls of the manholes, causing the lining to flake off and enter the sewer lift stations. This debris could potentially lead to pump failures and sewer backups in residents' homes. Last year, the city purchased a lining material, Raven-405, for the Rock Road manhole project. However, after further investigation, it was determined that this material could not be used at that location due to the excessive damage to the manhole. The Raven-405 product has a one-year shelf life and must be utilized on other manholes before it expires in January 2025. Staff has solicited bids from three contractors for the manhole repairs. Each contractor has reviewed the installation requirements for the Raven-405 and must agree to the city's terms and conditions before a contract is finalized. Marty McGee, Director of Public Works, will be here to present and answer questions.

Proposal for Sewer Camera Equipment (Item D)

The city is responsible for proper sewer maintenance and monitoring. Bel Aire has approximately 60.5 miles of sewer lines that need regular cleaning and inspection via televising to identify and prevent any damage. Such damages can be caused by the caustic nature of raw sewage, tree roots, shifting ground, or occasionally by other utilities. Each year, staff sections off parts of the city to clean and televise, ensuring the sewer system functions properly and maintains adequate flow. Previously, this work was outsourced because we lacked the necessary equipment, which is costly based on the size and footage of the neighborhoods. Therefore, we believe the city would benefit and save from owning the appropriate equipment for these tasks. Marty McGee, Director of Public Works, will be here to present and answer questions.

Appoint 2024 Council President (Item E)

Each year the City Council selects a council member to serve as Council President. The Council President presides over meetings and represents the Governing Body when the Mayor is not available. Justin Smith has been Council President since 2021.With Justin's resignation, a new Council President must be selected to fill the role.

Appoint Councilmember to PBC (Item F)

The Bel Aire Public Building Commission consists of three members. One is the Mayor, the second is a City Council member and the third is a Bel Aire resident. The terms of the Mayor and the Councilmember on the PBC are served concurrently with their terms on the City Council. Justin Smith is the Council representative, and his term expires in 2025. With Justin's resignation from the City Council, a Councilmember must be appointed to serve on the PBC.

Executive Session

Staff needs an executive session.