



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
December 06, 2022 7:00 PM



I. CALL TO ORDER: Mayor Jim Benage

II. ROLL CALL

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

III. OPENING PRAYER: Mark Posson

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. DETERMINE AGENDA ADDITIONS

VI. CONSENT AGENDA

A. **Approval of Minutes of the November 15, 2022 City Council meeting.**

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

Motion _____ Second _____ Vote _____

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. **Consideration of Appropriations Ordinance 22-22 in the amount of \$2,017,217.42.**

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

Motion _____ Second _____ Vote _____

VIII. CITY REQUESTED APPEARANCES

IX. PUBLIC HEARING

A. 2022 Budget Amendment - *The purpose of this public hearing is to hear the concerns of taxpayers and other interested parties relating to the proposed amended use of funds.*

Action: Motion to close the public hearing.

Motion _____ Second _____ Vote _____

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

XI. REPORTS

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

XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of a 2022 Budget Amendment.

Action: Motion to (approve / deny / table) a 2022 Budget Amendment as presented.

Motion _____ Second _____ Vote _____

B. Consideration Of An Ordinance Amending Winkley Addition C-2 Commercial PUD To Reduce Building Setbacks, Remove Certain Screening Requirements And Add A Fuel Tank Storage Area Within The C-2 PUD Overlay On Certain Property Located Within The Corporate City Limits Of Bel Aire, Kansas.

Action: Motion To (Accept / Deny / Table) An Ordinance Amending Winkley Addition C-2 Commercial PUD To Reduce Building Setbacks, Remove Certain Screening Requirements And Add A Fuel Tank Storage Area Within The C-2 PUD Overlay On Certain Property Located Within The Corporate City Limits Of Bel Aire, Kansas And Authorize The Mayor To Sign.

Motion _____ Second _____ Roll Call Vote:

Greg Davied _____ Tyler Dehn _____ Emily Hamburg _____

Justin Smith _____ John Welch _____ Mayor Jim Benage _____

C. Consideration of a accepting a proposal for a Master Plan for Bel Aire Recreation Complex, Bel Aire Park, and Central Park. Three proposals were received:

Landworks Studio	\$19,210
Mid-Kansas Engineering Consultants	\$40,000
Landworx Engineering	\$52,400

Action: Motion to (accept / deny / table) the Proposal from _____ in the amount not to exceed \$ _____ and authorize the Mayor to sign all related documents.

Motion _____ Second _____ Vote _____

D. Consideration of a quote for sidewalk repairs (2022 Sidewalk Repair Program). Three quotes were solicited:

<u>Contractor</u>	<u>Amount</u>
Ruiz Concrete	\$12,608
Rochel Concrete	\$22,825
Barkley Concrete	No Return

Action: Motion to (approve / deny / table) a quote from _____ in the amount not to exceed \$ _____ for sidewalk repairs (2022 Sidewalk Repair Program) and authorize the City Manager to sign all related documents.

Motion _____ Second _____ Vote _____

E. Consideration of a quote for a new vehicle (Ford F-150 Crew Cab truck) for use by the building inspector. Three quotes were received:

<u>Dealership</u>	<u>Price</u>	<u>Estimated Delivery</u>
Rusty Eck Ford	\$44,865	March 2023
TCS	\$48,362	March 2023
Mel Hambleton Ford	\$46,315	Unknown until ordered

Action: Motion to (accept / deny / table) the quote from _____ in the amount of \$ _____ for a Ford F-150 Crew Cab truck and authorize the City Manager to sign all related documents.

Motion _____ Second _____ Vote _____

F. Consideration of accepting the recommendation of the Selection Committee to use Garver as the Design Engineer for 45th Street from Oliver to Woodlawn.

Action: Motion to (accept / deny / table) the Selection Committee's recommendation of Garver as the Design Engineer for 45th Street from Oliver to Woodlawn and authorize staff to negotiate the project's scope and fee, with the final contract approval decision coming before Council at a later meeting.

Motion _____ Second _____ Vote _____

G. Consideration of accepting a bid for Skyview 2nd Paving Improvements. Three bids were received:

Contractor

Engineering Estimate \$336,070.00

Andale \$361,000.00

Kansas Paving \$295,294.70

Prado \$343,120.00

Action: Motion to (accept / deny / table) the bid from _____ in the amount of \$_____ for the Skyview 2nd Paving Improvements and authorize the Mayor to sign all related documents.

Motion _____ Second _____ Vote _____

H. Consideration of accepting a bid for Homestead Senior Landing Water Main. Three bids were received:

Engineer's Estimate \$245,215.00

Dondlinger \$254,384.50

Mies \$239,535.00

Nowak \$281,814.00

Action: Motion to (accept / deny / table) the bid from _____ in the amount of \$_____ for the Homestead Senior Landing Water Main and authorize the Mayor to sign all related documents.

Motion _____ Second _____ Vote _____

XIII. EXECUTIVE SESSION

Action: Motion to go into executive session for the sole purpose of discussion the subject of: Attorney-Client consultation regarding contractual obligations pursuant to the KSA 75-4319 exception for attorney-client privilege. Invite the City Manager and the City Attorney, Brian Meier, David Naumann, Sarah Loehman, and Jennifer Hill. The meeting will be for a period of () minutes, and the open meeting will resume in City Council Chambers at () PM.

Motion _____ Second _____ Vote _____

XIV. DISCUSSION AND FUTURE ISSUES

A. Workshop – December 13 at 6:30 p.m.

XV. ADJOURNMENT

Action: Motion to adjourn.

Motion _____ Second _____ Vote _____

Additional Attachments:

A. Approved Planning Commission Minutes, August & October 2022

B. Manager's Report - December 6, 2022

Notice

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



MINUTES
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
November 15, 2022 7:00 PM



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

II. ROLL CALL

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

Also present were City Manager Ty Lasher, City Attorney Jacqueline Kelly, City Engineer Anne Stephens, Assistant City Manager / Director of Finance Ted Henry, Director of Community Development Jay Cook and City Clerk Melissa Krehbiel.

III. OPENING PRAYER: Dr. Rob Lindsted provided the opening prayer.

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. DETERMINE AGENDA ADDITIONS: There were no additions.

VI. CONSENT AGENDA

- A. Approve the Minutes of the November 1, 2022 City Council meeting.**
- B. Accept a Petition for Phase 2 Sanitary Sewer Improvements to serve Bristol Hollow**
- C. Approve A Resolution Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire, Kansas; Making Certain Findings With Respect Thereto; Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Sanitary Sewer Improvements/Bristol Hollows Addition - Phase 2); And Amending, Restating And Repealing Resolution No. R-22-10.**

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

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance 22-21 in the amount of \$3,506,440.41

MOTION: Councilmember Davied moved to approve Appropriations Ordinance 22-21. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

VIII. CITY REQUESTED APPEARANCES: There were none.

IX. CITIZEN CONCERNS:

Gary O'Neal, 4867 N. Hillcrest, spoke on behalf of the Bel Aire Lions Club regarding the fireworks ordinance on the agenda. He stated that many local non-profit organizations rely on proceeds from fireworks sales. He gave many examples of how Lions Club fundraisers have benefited the local community. He stated he is concerned that for-profit businesses will take over fireworks sales, pushing non-profits out of their traditional locations. He urged the Council to vote for Option B regarding the fireworks amendment.

Mona Greg, 5700 Memphis, spoke in opposition to the fireworks ordinance. She is concerned about safety and the effects of fireworks noise on pets and residents who have conditions like PTSD. She questioned why this ordinance was being considered in November and what role profits have in this matter. She is against extending the days when fireworks can be detonated.

Gavin Greg, 5700 Memphis, stated he is alarmed that the proposed change to the fireworks ordinance was not communicated to Bel Aire citizens. He is against extending the days when fireworks can be detonated.

X. REPORTS

A. Council Member Reports

Councilmember Davied reported that he attended a League of Kansas Municipalities luncheon with governing body members from other cities.

Councilmember Smith thanked the Lions Club for their contributions to the community.

Councilmember Hamburg briefly reported on recent meeting and events she attended: the Homestead Senior Living groundbreaking, the Sedgwick County Association of Cities (SCAC) meeting in Haysville, and the Bel Aire Lions Club's Taste of Italy fundraiser.

B. Mayor's Report

Mayor Benage briefly reported on the most recent meeting of the Sedgwick County Association of Cities (SCAC). He also reported that entrances to Dollar General and Los Cunados have been re-opened as Woodlawn construction progresses. He urged residents to continue to support businesses on Woodlawn during the construction. He wished everyone a Happy Thanksgiving.

C. City Attorney Report

City Attorney Kelly reported that she and City Manager Lasher recently presented educational information at the City Clerk and Municipal Finance Officer's Institute.

D. City Manager Report

City Manager Lasher reminded citizens that City Hall will be closed for Thanksgiving on November 24th and 25th. The Christmas Open House will be held at City Hall on December 3rd from 5:30 p.m. to 7:30 p.m.

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of confirming the Mayor's appointment of Terry Ercolani to Seat 2 on the Bel Aire Utility Advisory Committee. The term will be for two years, expiring on August 1, 2024.

MOTION: Councilmember Welch moved to approve the Mayor's appointment of Terry Ercolani to Seat 2 on the Bel Aire Utility Advisory Committee. Councilmember Hamburg seconded the motion. *Motion carried 5-0.*

B. Consideration of an Agreement with Andrew Reese to dedicate lots for a City Park (Skyview at Block 49).

Andrew Reese, developer of Skyview at Block 49 Addition, spoke to the Council about his plans to donate certain lots in the development to the City in order to create a larger park that would connect with a future bike path.

MOTION: Councilmember Smith moved to approve an agreement with Andrew Reese delineating the plan to dedicate lots to the City of Bel Aire on or before July 1, 2023 in exchange for the City owning, installing, maintaining such lots as a City park and authorize the Mayor to sign. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

C. Consideration of a 2022 Budget Amendment to be published and schedule a public hearing for the December 6, 2022 City Council Meeting.

MOTION: Councilmember Smith moved to approve a 2022 Budget Amendment to be published and schedule a public hearing for the December 6, 2022 City Council Meeting. Councilmember Welch seconded the motion. *Motion carried 5-0.*

D. Consideration of adopting the City of Bel Aire 2023 Pay Scale.

MOTION: Councilmember Davied moved to approve the City of Bel Aire 2023 Pay Scale as presented. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

E. Consideration of a quote for the purchase of a new truck for building inspections (Ford F-150 Crew Cab).

MOTION: Councilmember Smith moved to accept the quote from TCS for a Ford F-150 Crew Cab truck in the amount not to exceed \$45,000. Councilmember Welch seconded the motion. *Motion carried 5-0.*

F. **Consideration of accepting a bid for Bristol Hollows, Phase 2 Water and Sanitary Sewer Improvements. Five bids were received:**

<u>Contractor</u>	<u>Total Bid</u>
<i>Engineer's Estimate</i>	\$329,822.50
APEX	\$382,050.00
Dondlinger	\$526,293.65
McCullough	\$396,437.00
Mies	\$755,049.40
Nowak	\$335,288.20

MOTION: Councilmember Hamburg moved to accept the bid from Nowak in the amount of \$335,288.20 for the Bristol Hollows, Phase 2 Water and Sanitary Sewer Improvements and authorize the Mayor to sign all related documents. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

G. **Consideration of an Ordinance amending Chapter 6 of the Municipal Code related to fireworks sales qualifications and detonation times.**

MOTION: Councilmember Smith moved to approve ordinance option A amending Chapter 6 of the Municipal Code related to fireworks sales qualifications and detonation times. Councilmember Hamburg seconded the motion.

Rollcall Vote:

Greg Davied – Nay Tyler Dehn – Aye Emily Hamburg – Aye
Justin Smith – Aye John Welch – Nay

Motion carried 3-2, with Councilmembers Davied and Welch voting against the motion.

H. **Consideration of approval of the City of Bel Aire Media Policy 2022.**

MOTION: Councilmember Welch moved to approve the City of Bel Aire Media Policy 2022 as presented and authorize the Mayor to sign. Councilmember Dehn seconded the motion. ***Motion carried 5-0.***

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

At 8:42 p.m., following the recess, Mayor Benage called the meeting back to order in open session.

XII. **EXECUTIVE SESSION**

MOTION: Councilmember Smith moved to go into executive session for the sole purpose of discussion the subject of: contractual obligations, pursuant to the KSA 75-4319 exception for: Attorney Client Privilege. Invite the City Manager and the City Attorney. The meeting will be for a period of 15 minutes, and the open meeting will resume in City Council Chambers at 9:03 PM. Councilmember Welch seconded the motion. ***Motion carried 5-0.***

The Council then held an executive session. At 9:06 p.m. Mayor Benage called the meeting back to order in open session. He stated that no binding action had been taken.

MOTION: Councilmember Smith moved to extend the executive session for 10 minutes with the open meeting to resume in Council Chambers at 9:16 p.m. Councilmember Welch seconded the motion. ***Motion carried 5-0.***

XIII. DISCUSSION AND FUTURE ISSUES

A. Special Meeting December 13th and no meeting December 20th?

The Council briefly discussed the agenda for the next workshop and agreed to hold the workshop on the 13th at 6:30 p.m. and keep the regular meeting on December 20th.

XIV. ADJOURNMENT

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

CLAIMS REPORT
Vendor Checks: 11/08/2022-11/29/2022
AP ORD 22-22

Payroll Checks: 11/07/2022-11/29/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	CHECK DATE
GENERAL					
CITY COUNTY COMMUNICATIONS	ASSOCIATION DUES 2023:TERHUNE		400.00	1281261	11/15/22
AFLAC	EMPLOYEE MONTHLY PREMIUM		591.73	1281175	11/14/22
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		19.50	68589	11/29/22
AMAZON CAPITAL SERVICES, INC	SR DIRECTOR MOBILE PRINTER		1,291.74	1281176	11/14/22
AMERICAN AIRLINES	LUGGAGE CHECKED:ATTEBERRY		30.00	1281261	11/15/22
STRUNK PUBLISHING, LLC	BREEZE AD;LEGAL PUBLICATIONS		693.92	68555	11/16/22
AT&T	INTERNET BACKUP		105.00	1281267	11/29/22
BEALL & MITCHELL, LLC	11/22 JUDGE TERRY BEALL		1,237.98	68590	11/29/22
BEST BUY 00000513	AV ROOM-MICROSOFT		149.99	1281261	11/15/22
BLUE CROSS & BLUE SHIELD OF KS	12/22 ID:0421210		35,142.86	1281268	11/28/22
CHARLIES CAR WASH LLC	FLEET CAR WASH		100.00	1281261	11/15/22
SHANNON COOPER / BLAKE COOPER	CRT APPOINTED ATTY SVC	200.00		68558	11/16/22
SHANNON COOPER / BLAKE COOPER	CRT APPOINTED ATTY SVC	200.00	400.00	68591	11/29/22
COUNTRYSIDE LAWN & TREE CARE	WINTER APPLICATION	142.32		68559	11/16/22
COUNTRYSIDE LAWN & TREE CARE	WINTERIZE IRRIGATION	945.00	1,087.32	68592	11/29/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		756.77	1281186	11/16/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		79.71	1281187	11/16/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		154.95	1281188	11/16/22
WICHITA WATER CONDITIONING, INC	WATER SERVICE	31.60		1281269	11/28/22
WICHITA WATER CONDITIONING, INC	WATER SERVICE	43.50	75.10	1281270	11/28/22
DELTA DENTAL PLAN of KANSAS	11/22 MONTHLY PREMIUM		2,208.02	68560	11/16/22
DIGITAL OFFICE SYSTEMS	KONICA MINOLTA C224:		106.72	68561	11/16/22
DORMAKABA USA INC	CITY HALL HANDICAP DOOR REPAIR		249.48	68593	11/29/22
DOUBLETREE HOTELS	KSGFO CONF:T HENRY		402.21	1281261	11/15/22
ELLIOTT ELECTRIC SUPPLY	CITY HALL LIGHTS		489.54	68594	11/29/22
EMPAC, INC	EMPLOYEE ASSIST PROG:QTR #4		345.00	68562	11/16/22
EMPOWER RETIREMENT 457	EMP VLNTRY 457	150.00		1281174	11/09/22
EMPOWER RETIREMENT 457	EMP VLNTRY 457	150.00	300.00	1281266	11/23/22
FAIRFIELD INN & SUITE SALINA	IACP CONF HOTEL:ATTEBERRY		1,195.00	1281261	11/15/22
FICA/FEDERAL W/H	FED/FICA TAX	17,076.24		1281170	11/09/22
FICA/FEDERAL W/H	FED/FICA TAX	18,219.54	35,295.78	1281262	11/23/22
BRIDGESTONE AMERICAS, INC	FLEET MAINT #34,35, CODE ENF		1,135.45	68595	11/29/22
GALLS, LLC	PD UNIFORMS		1,271.82	68599	11/29/22
GOV'T FINANCE OFFICERS ASSOC	GFOA MEMBERSHIP 2023: T		170.00	1281261	11/15/22
GIS WORKSHOP, LLC	HENRY 2023 LICENSE/SUPPORT		20,266.00	68566	11/16/22
HARBOR FREIGHT TOOLS 882	FEES REC:TOOLS		49.96	1281261	11/15/22
HASTY AWARDS	REC PROGRAM AWARDS		47.72	68567	11/16/22
HAWKS INTER-STATE PESTMASTERS	TERMITE INSPECT, PEST CONTROL		448.28	68604	11/29/22
THE IMA FINANCIAL GROUP, INC	HEALTH BENEFITS ADMIN OCT #03		833.00	1281191	11/14/22
IMAGINE IT INC	CH SERVER BACKUP DEVICE:1ST PY	3,775.00		1281192	11/14/22
IMAGINE IT INC	PD CHIEF COMPUTER	2,599.64		1281193	11/08/22
IMAGINE IT INC	UB CLERK2 DOCK STATION	244.69		1281194	11/08/22
IMAGINE IT INC	PW DIR COMPUTER	1,575.47		1281195	11/08/22
IMAGINE IT INC	AV COMPUTER, STEHMAN COMPUTER	3,247.00		1281196	11/08/22
IMAGINE IT INC	OFFICE 365 MONTHLY NOV'22	830.64		1281197	11/08/22
IMAGINE IT INC	PZ K PRICE LAPTOP	2,470.71	14,743.15	1281272	11/28/22
IVAN INIGUEZ	YOUTH SPORTS OFFICIAL		55.00	68568	11/16/22
RICHARD VARGAS	COURT INTERPRETER		90.00	68569	11/16/22
ISAIAH GARCIA	WITNESS FEE		10.00	68605	11/29/22
JENNIE KING	REFUND YOUTH BASKETBALL		58.00	68606	11/29/22
JENNIFER SEBES	REFUND YOUTH BASKETBALL		38.00	68607	11/29/22
JOHN HASSLER	REC FACILITY REFUND		50.00	68570	11/16/22

CLAIMS REPORT

Vendor Checks: 11/08/2022-11/29/2022

Payroll Checks: 11/07/2022-11/29/22

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	CHECK DATE
KANSAS DEPT OF REVENUE	STATE TAX	3,027.49		1281173	11/09/22
KANSAS DEPT OF REVENUE	STATE TAX	3,206.03	6,233.52	1281265	11/23/22
KANSAS GAS SERVICE	GAS SVC:MAINT SHOP		29.42	1281279	11/23/22
KANSAS GAS SERVICE	GAS SVC:REC		132.85	1281277	11/23/22
KANSAS GAS SERVICE	GAS SVC:CH		133.57	1281278	11/23/22
KANSAS GAS SERVICE	GAS SVC:POOL		38.81	1281280	11/23/22
KS PEACE OFFICERS' ASSOC	2023 KPOA DUES:ATTEBERRY		90.00	68571	11/16/22
K P E R S	KPERS TIER 3	11,752.57		1281172	11/09/22
K P E R S	KPERS TIER 3	12,344.89	24,097.46	1281264	11/23/22
KANSAS STATE TREASURER	10/22:COURT FEES		3,011.99	68572	11/16/22
KS.GOV PAYMENT	KIA TRAINING:LOPEZ		56.38	1281261	11/15/22
THE UNIVERSITY OF KANSAS	FIELD TRAINING:SCHELL		175.00	68573	11/16/22
TY LASHER	REIMB:MEETING, STAFF CLOTHING	260.15		68574	11/16/22
TY LASHER	KACM CONF:T LASHER	84.00	344.15	68609	11/29/22
LAUTZ LAW LLC	CRT APPTD DEFENSE ATTY	196.00		68575	11/16/22
LAUTZ LAW LLC	CRT APPTD DEFENSE ATTY	64.00	260.00	68610	11/29/22
MEADOWLARK FARM	SENIOR CENTER TRIP		22.50	1281261	11/15/22
NAT'L BUSINESS INSTITUTE	LEGAL TRAINING:J KELLY		51.83	1281261	11/15/22
OFFICE DEPOT	OFFICE SUPPLIES		228.46	1281261	11/15/22
ONE SOURCE PRODUCTS	REC CENTER DOOR REPAIR		204.00	68614	11/29/22
O'REILLY AUTOMOTIVE, INC	SUPPLIES:REC		18.48	1281261	11/15/22
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	142.59		1281199	11/14/22
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	25.50		1281281	11/21/22
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	278.14		1281282	11/18/22
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	80.58	526.81	1281283	11/28/22
PROFESSIONAL ENGINEERING CONSU	BA INFRASTRUCTURE ASST		292.50	68615	11/29/22
PITNEY BOWES GLOBAL FINANCIAL	MONTHLY POSTAGE		500.00	1281284	11/17/22
QUILL	OFFICE SUPPLIES	5.49		1281201	11/14/22
QUILL	OFFICE SUPPLIES	344.94		1281202	11/14/22
QUILL	OFFICE SUPPLIES	36.79		1281286	11/28/22
QUILL	OFFICE SUPPLIES	22.30		1281287	11/28/22
QUILL	OFFICE SUPPLIES	220.40	629.92	1281288	11/28/22
SAMSClub #6418	REC CONCESSIONS		538.38	1281261	11/15/22
SEDGWICK CO DEPT OF FINANCE	10/22 PRISONER HOUSING FEES		843.57	68580	11/16/22
SEWING & EMBROIDERY WORKS LLC	COUNCIL APPAREL		20.00	68617	11/29/22
SHERATON OVERLAND PARK	LKM CONF HOTEL		1,272.46	1281261	11/15/22
RASHELL D LASHBROOK	12/22 JANITORIAL SVC:CH		2,618.19	68581	11/16/22
SQUARESPACE INC.	SCP DOMAIN RENEWAL		20.00	1281261	11/15/22
ANNE STEPHENS	ASPHALT PAVING CONFERENCE		82.00	68618	11/29/22
NJ CRIMINAL INTERDICTION, LLC	TRAINING:LANGFORD		225.00	68582	11/16/22
SUMNER GROUP INC	COPIERS CONTRACTS/SUPPLIES		395.61	68619	11/29/22
TAYLOR O'NEAL	REFUND YOUTH BASKETBALL		38.00	68620	11/29/22
THE HOME DEPOT 2204	MATERIALS, SUPPLIES		578.96	1281261	11/15/22
TRADER JONES #729	EMPLOYEE OF QUARTER		30.00	1281261	11/15/22
TRAINING FORCE USA LLC	PD TRAINING:CRYPTOCURRENCY		202.00	68621	11/29/22
THEODORE R WALLENDER	COMPUTER SUPPORT SVC CREDIT		875.00	68622	11/29/22
TSYS MERCHANT SOLUTIONS	CARD PROCESSING FEES		2,904.05	1281203	11/10/22
UNDERGROUND VAULTS & STORAGE	DOCUMENT SHREDDING		10.00	68583	11/16/22
ICMA RETIREMENT 304804	CITY MGR 457	1,074.23		1281171	11/09/22
ICMA RETIREMENT 304804	CITY MGR 457	1,074.23	2,148.46	1281263	11/23/22
WAL-MART #1507	PD:HALLOWEEN CANDY		271.45	1281261	11/15/22
WASTE CONNECTIONS OF KANSAS	PORT A POT RENTAL-REC BALLFIEL		85.00	1281289	11/28/22
WEX BANK	FUEL		2,601.39	1281290	11/21/22

CLAIMS REPORT

Vendor Checks: 11/08/2022-11/29/2022

Payroll Checks: 11/07/2022-11/29/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
LAFE T WILLIAMS & ASSOCIATES,	JANITORIAL SUPPLIES		184.52	68587	11/16/22
01	GENERAL TOTAL		175,196.39		
WATER UTILITY					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		23.40	68589	11/29/22
AMAZON CAPITAL SERVICES, INC	PW COMPUTER MONITOR		355.99	1281176	11/14/22
BANK OF NEW YORK MELLON TRUST	11/22 WATER DEBT SVC	53,689.47		1281177	11/14/22
BANK OF NEW YORK MELLON TRUST	541071:11/22 O&M WATER	39,351.50	93,040.97	1281179	11/14/22
BLUE CROSS & BLUE SHIELD OF KS	12/22 ID:0421210		4,545.75	1281268	11/28/22
BURNS & MCDONNELL ENGINEERING	WATER/WASTEWATER FACILTY EVAL		27,230.55	68556	11/16/22
CHISHOLM CREEK UTILITY AUTH.	11/22 CCUA CONTINGENCY		3,000.00	68557	11/16/22
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	8,876.16		1281181	11/08/22
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	1,831.23		1281182	11/08/22
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	10,228.89		1281183	11/08/22
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	6,897.23		1281184	11/08/22
CORE & MAIN LP	MARKING PAINT	75.84	27,909.35	1281185	11/08/22
COX COMMUNICATIONS, INC	I.T.BACKUP:WATER TOWER		77.48	1281189	11/14/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		51.60	1281186	11/16/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		95.65	1281187	11/16/22
DELTA DENTAL PLAN of KANSAS	11/22 MONTHLY PREMIUM		247.44	68560	11/16/22
EMPOWER RETIREMENT 457	EMP VLNTRY 457		51.84	1281266	11/23/22
FICA/FEDERAL W/H	FED/FICA TAX	3,200.71		1281170	11/09/22
FICA/FEDERAL W/H	FED/FICA TAX	3,122.67	6,323.38	1281262	11/23/22
FLEETPRIDE, INC.	F550 FRAME MOUNT-HYDRAULIC REP		168.90	68596	11/29/22
GARVER	CITY BEL AIRE MSA	5,442.25		68564	11/16/22
GARVER	CITY BEL AIRE MSA	2,161.72	7,603.97	68600	11/29/22
BOYD GROUP U S INC	PW 2020 F450 INSURANCE CLAIM		409.90	68601	11/29/22
IMAGINE IT INC	COMPUTER SUPPORT SERVICE		1,360.00	1281271	11/28/22
KANSAS DEPT OF REVENUE	STATE TAX	552.49		1281173	11/09/22
KANSAS DEPT OF REVENUE	STATE TAX	533.19	1,085.68	1281265	11/23/22
KANSAS DEPT OF REVENUE	10/22 SALES TAX		2,172.75	1281198	11/14/22
KANSAS GAS SERVICE	GAS SVC:MAINT SHOP		35.30	1281279	11/23/22
KANSAS GAS SERVICE	GAS SVC:PUMPHOUSE		42.40	1281276	11/23/22
KANSAS GAS SERVICE	GAS SVC:CH		9.11	1281278	11/23/22
K P E R S	KPERS TIER 3	2,145.33		1281172	11/09/22
K P E R S	KPERS TIER 3	2,098.54	4,243.87	1281264	11/23/22
POSTMASTER	11/22 POSTAGE:UTILITY BILLS	439.66		68554	11/15/22
POSTMASTER	#9 FIRST CLASS PRESORT PERMIT	137.50	577.16	68616	11/29/22
PUBLIC WORKS & UTILITIES	17,545,500 GAL:09/06/-10/05/22		78,810.79	1281200	11/12/22
QUILL	OFFICE SUPPLIES	43.68		1281202	11/14/22
QUILL	OFFICE SUPPLIES	32.36	76.04	1281286	11/28/22
RASHELL D LASHBROOK	12/22 JANITORIAL SVC:PW		103.22	68581	11/16/22
THE HOME DEPOT 2204	DITCH WITCH COUPLER		5.92	1281261	11/15/22
HD SUPPLY FACILITIES MAINTENAN	CHLORINE REAGENTS		163.26	1281261	11/15/22
USPS PO 1946750085	MAIL WATER SAMPLES		37.05	1281261	11/15/22
WALLACE ASSOCIATES LLC	PERSONNEL CONSULTING		900.00	68585	11/16/22
WEX BANK	FUEL		66.70	1281290	11/21/22
02	WATER UTILITY TOTAL		260,825.42		

Tue Nov 29, 2022 11:28 AM

CLAIMS REPORT

Page 4

Vendor Checks: 11/08/2022-11/29/202

Payroll Checks: 11/07/2022-11/29/202

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
SEWER UTILITY					
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION		23.40	68589	11/29/22
AMAZON CAPITAL SERVICES, INC	OFFICE EQUIP		56.00	1281176	11/14/22
ASCE WICHITA	ASCE MEETING:STEPHENS		11.00	1281261	11/15/22
BANK OF NEW YORK MELLON TRUST	541071:11/22 O&M WATER		58,676.37	1281180	11/14/22
BLUE CROSS & BLUE SHIELD OF KS	12/22 ID:0421210		4,848.05	1281268	11/28/22
BURNS & MCDONNELL ENGINEERING	WATER/WASTEWATER FACILITY EVAL		46,852.10	68556	11/16/22
CHISHOLM CREEK UTILITY AUTH.	11/22 CCUA CONTINGENCY		2,820.00	68557	11/16/22
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	8,876.16		1281181	11/08/22
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	1,831.23		1281182	11/08/22
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	10,228.89		1281183	11/08/22
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	6,897.22	27,833.50	1281184	11/08/22
COX COMMUNICATIONS, INC	I.T.BACKUP:WATER TOWER		77.47	1281189	11/14/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		51.60	1281186	11/16/22
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC		95.65	1281187	11/16/22
DELTA DENTAL PLAN of KANSAS	11/22 MONTHLY PREMIUM		203.64	68560	11/16/22
EMPOWER RETIREMENT 457	EMP VLNTRY 457	400.00		1281174	11/09/22
EMPOWER RETIREMENT 457	EMP VLNTRY 457	400.00	800.00	1281266	11/23/22
FICA/FEDERAL W/H	FED/FICA TAX	1,704.43		1281170	11/09/22
FICA/FEDERAL W/H	FED/FICA TAX	2,365.01	4,069.44	1281262	11/23/22
FLEETPRIDE, INC.	F550 FRAME MOUNT-HYDRAULIC REP		4,800.00	68596	11/29/22
BOYD GROUP U S INC	PW 2020 F450 INSURANCE CLAIM		409.91	68601	11/29/22
GS1 ENGINEERING LLC	WASTEWATER STRENGTH TESTING		3,062.50	68603	11/29/22
IMAGINE IT INC	COMPUTER SUPPORT SERVICE		1,360.00	1281271	11/28/22
KANZA CO-OPERATIVE ASSOCIATION	BULK FUEL		3,371.31	68608	11/29/22
KANSAS DEPT OF REVENUE	STATE TAX	272.33		1281173	11/09/22
KANSAS DEPT OF REVENUE	STATE TAX	381.60	653.93	1281265	11/23/22
KANSAS GAS SERVICE	GAS SVC:MAINT SHOP		35.30	1281279	11/23/22
KANSAS GAS SERVICE	GAS SVC:CH		9.09	1281278	11/23/22
K P E R S	KPERS TIER 3	1,072.03		1281172	11/09/22
K P E R S	KPERS TIER 3	1,375.66	2,447.69	1281264	11/23/22
MOBILE MINI, INC	PORTABLE PUMP RENTAL:53RD LS		1,097.10	68578	11/16/22
POSTMASTER	11/22 POSTAGE:UTILITY BILLS	439.65		68554	11/15/22
POSTMASTER	#9 FIRST CLASS PRESORT PERMIT	137.50	577.15	68616	11/29/22
PUBLIC WORKS & UTILITIES	BULK SEWER:09/30-10/31/22		876.86	1281285	11/27/22
QUILL	OFFICE SUPPLIES		105.12	1281202	11/14/22
RASHELL D LASHBROOK	12/22 JANITORIAL SVC:PW		103.19	68581	11/16/22
UTILITY MAINTENANCE CONTRACTOR	EAGLE LK, WESTALKE SWR CLEAN/TV		50,313.20	68584	11/16/22

03 SEWER UTILITY TOTAL 215,640.57

SPECIAL STREET & HIWAY

AFLAC	EMPLOYEE MONTHLY PREMIUM	262.71	1281175	11/14/22	
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION	11.70	68589	11/29/22	
BLUE CROSS & BLUE SHIELD OF KS	12/22 ID:0421210	2,083.06	1281268	11/28/22	
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC	47.82	1281187	11/16/22	
DELTA DENTAL PLAN of KANSAS	11/22 MONTHLY PREMIUM	63.54	68560	11/16/22	
EVERGY KANSAS CENTRAL INC	ELEC SVC:STREET LIGHTING	7,801.95	1281190	11/14/22	
FICA/FEDERAL W/H	FED/FICA TAX	458.66	1281170	11/09/22	
FICA/FEDERAL W/H	FED/FICA TAX	356.19	814.85	1281262	11/23/22
FREMAR CORPORATION	BUNKER:KGE & ROAD GRAVEL	6,138.52	68597	11/29/22	
KANSAS DEPT OF REVENUE	STATE TAX	64.17	1281173	11/09/22	
KANSAS DEPT OF REVENUE	STATE TAX	43.94	108.11	1281265	11/23/22

CLAIMS REPORT

Vendor Checks: 11/08/2022-11/29/202

Payroll Checks: 11/07/2022-11/29/202

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
KANSAS GAS SERVICE	GAS SVC:MAINT SHOP		17.64	1281279	11/23/22
K P E R S	KPERS	353.86		1281172	11/09/22
K P E R S	KPERS	292.56	646.42	1281264	11/23/22
NATIONAL SIGN COMPANY, INC.	SIGNS, MATERIALS/SUPPLIES		1,469.00	68613	11/29/22
UNIVERSITYK	KU ASPHALT CONF:STEPHENS		200.00	1281261	11/15/22
WEX BANK	FUEL		871.15	1281290	11/21/22

04	SPECIAL STREET & HIWAY TOTAL		20,536.47		
CAPITAL IMPRV RESERVE					
GARVER	53RD-OLIVER WOODLAWN DESIGN		472.50	68564	11/16/22
PROFESSIONAL ENGINEERING CONSU	BA PAVEMENT IMPROVEMENTS PH1		1,315.00	68615	11/29/22

05	CAPITAL IMPRV RESERVE TOTAL		1,787.50		
EQUIPMENT RESERVE					
BOYD GROUP U S INC	PW 2020 F450 INSURANCE CLAIM		5,156.70	68601	11/29/22

06	EQUIPMENT RESERVE TOTAL		5,156.70		
SOLID WASTE UTILITY					
WASTE CONNECTIONS OF KANSAS	10/22 RECYCLE OR TRASH SVC		38,492.70	68586	11/16/22

12	SOLID WASTE UTILITY TOTAL		38,492.70		
STORMWATER UTILITY					
MERIDIAN ANALYTICAL LABS,LLC	STORMWATER SAMPLE ANALYSIS	490.00		68577	11/16/22
MERIDIAN ANALYTICAL LABS,LLC	STORMWATER SAMPLE ANALYSIS	490.00	980.00	68611	11/29/22

14	STORMWATER UTILITY TOTAL		980.00		
CAPITAL PROJECTS #2 FUND					
STRUNK PUBLISHING, LLC	R-22-48		536.32	68555	11/16/22
GARVER	BRISTOL HOLLOW PH2	47,575.73		68564	11/16/22
GARVER	SKYVIEW BLOCK 49:PH2	40,799.60	88,375.33	68600	11/29/22
GILMORE & BELL	COI G02022A		40,000.00	68602	11/29/22
GSI ENGINEERING LLC	SOIL BORES BRISTOL HOLLOW PH2		5,330.00	68565	11/16/22
KANSAS STATE TREASURER	TN2020C INT PYT	6,709.50		1281273	11/29/22
KANSAS STATE TREASURER	TN2020A INT PYT	12,406.25		1281274	11/29/22
KANSAS STATE TREASURER	TN2021B INT PYT	18,468.75	37,584.50	1281275	11/29/22
MCCULLOUGH EXCAVATION, INC.	SKYVIEW BLOCK 49:2ND ADD		130,604.58	68576	11/16/22
MIES CONSTRUCTION, INC	CHAPEL LANDING PH2		236,198.70	68612	11/29/22
PEARSON CONSTRUCTION LLC	ROCK SPR 4TH-PAVING		590,858.10	68579	11/16/22
SUNFLOWER LAND TRUST, INC	WETLAND MITIGATION OFFSET		23,000.00	68588	11/17/22

33	CAPITAL PROJECTS #2 FUND TOTAL		1,152,487.53		
			=====		
	Accounts Payable Total		1,871,103.28		

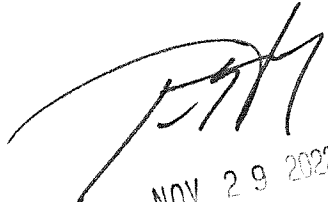
Payroll Checks

CLAIMS REPORT

Vendor Checks: 11/08/2022-11/29/2022

Payroll Checks: 11/07/2022-11/29/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK# DATE
	01 GENERAL		55,556.08	
	02 WATER UTILITY		9,541.29	
	03 SEWER UTILITY		4,325.19	
	04 SPECIAL STREET & HIWAY		1,515.13	
	Total Paid On: 11/09/22		70,937.69	
	01 GENERAL		59,145.84	
	02 WATER UTILITY		9,287.92	
	03 SEWER UTILITY		5,496.72	
	04 SPECIAL STREET & HIWAY		1,245.97	
	Total Paid On: 11/23/22		75,176.45	
	Total Payroll Paid		146,114.14	
	Report Total		2,017,217.42	



NOV 29 2022

City of Bel Aire, Kansas

STAFF REPORT

DATE: 11/8/22

TO: City Manager

FROM: Ted Henry, Assistant City Manager / Director of Finance

RE: 2022 Budget Amendment



BACKGROUND:

Municipalities are authorized by K.S.A 79-2929a to amend budgets to spend money not in the original budget. Additional expenditures are to be made from existing revenue and cannot require additional tax levies.

Water and Sewer Fund Budget

The 2022 water and sewer budgets were adopted by the Bel Aire City Council on September 7, 2021. Since the adoption of the 2022 budget, staff has recommended, and the City Council approved the water main replacements in Aurora Park and 41st Steet. Since the adoption of the 2022 budget, staff has recommended, and the City Council has also approved Cured-In-Place-Pipe (CIPP) in Lawn Terrace and Aurora Park. All other adjustments were made during the 2023 Budget process and accommodate increase spending for new meters, meter setting materials, and an expert review of our treatment system.

General Fund Budget

The proposed General Fund amendment is to provide information on changes made to each budgeted category. Since the adoption of the 2022 General Fund budget, the city sold more land and experienced beneficial 2021 budget performance. This created more reserves than anticipated at the end of fiscal year 2021. In January of 2022, staff recommended, and the City Council approved using surplus reserves to increase the annual transfer to our Capital Improvement Program (CIP) for street improvements. Also, in early of 2022, staff recommended, and the City Council approved the addition of the Director of Planning and Development. All other revenue and expense adjustments were made during the 2023 Budget process. Finally, the proposed General Fund amendment creates more transparency on the mid-year adjustments of a growing community.

DISCUSSION and FINACIAL CONSIDERATIONS:

All budget adjustments before you tonight were accounted for in the 2023 Budget. This action only provides final budget authority for previously approved actions decided by City Council.

RECOMENDATION:

Step 1: Approve the 2022 Budget Amendments and set a public hearing for the December 6, 2022 City Council Meeting.

Step 2: Adopt the 2022 Budget Amendment at the December 6, 2022 City Council Meeting.

Affidavit of Publication

STATE OF KANSAS,
SEDGWICK COUNTY, ss.

Chris Strunk, being first duly sworn, deposes and says: That he is Publisher of The Ark Valley News, formerly The Valley Center Index, a weekly newspaper printed in the State of Kansas, and published in and of general circulation in Sedgwick County Kansas, with a general paid circulation on a yearly basis in Sedgwick County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of Valley Center in said County as second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for 1 consecutive weeks, the first publication thereof being made as aforesaid on the 24th day of November, 2022, with subsequent publications being made on the following dates:

_____, 2022 _____, 2022
_____, 2022 _____, 2022
_____, 2022 _____, 2022

Chris Strunk
Subscribed and sworn to before me this 24th day of November, 2022.

LKS

My commission expires _____
Notary Public
Lisa K Strunk

Additional copies _____

Printer's fee _____



Public notice

(Published in The Ark Valley News Nov. 24, 2022.)

Notice of Budget Hearing for Amending the 2022 Budget

The governing body of
City of Bel Aire

will meet on the day of 12/06/22 at 7:00PM at City Hall for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall, www.belaireks.gov and will be available at this hearing.

Summary of Amendments

Fund	2022		2022 Proposed Amended Expenditures
	Actual Tax Rate	Adopted Budget Amount of Tax that was Levied	
General Fund	43.565	3,397,681	9,228,588
Water Utility			2,826,606
Sewer Utility			2,443,637
			0
			0
			0
			0

Jim Benage
Official Title: Mayor

2022

Notice of Budget Hearing for Amending the**2022 Budget**

The governing body of

City of Bel Aire

will meet on the day of 12/06/22 at 7:00PM at City Hall for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall, www.belaireks.gov and will be available at this hearing.

Summary of Amendments

Fund	2022 Adopted Budget			2022 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
General Fund	43.565	3,397,681	9,228,588	9,228,587
Water Utility			2,826,606	3,679,246
Sewer Utility			2,443,637	3,303,438
			0	0
			0	0
			0	0

Jim Benage
Official Title: Mayor

Page No. 5

Amended
Certificate
For Calendar Year 2022

To the Clerk of Sedgwick County, State of Kansas
We, the undersigned, duly elected, qualified, and acting officers of
City of Bel Aire
certify that: (1) the hearing mentioned in the attached publication was
held;(2) after the Budget Hearing this Budget was duly approved and
adopted as the maximum expenditure for the various funds for the year.

			2022 Amended Budget		
Table of Contents:			Amount of 2021 Tax that was Levied	Adopted 2022 Expenditures	Proposed Amended 2022 Expenditures
Fund	K.S.A.	Page No.			
General Fund	12-101a	2	3,397,681	9,228,587	9,228,587
Water Utility		3		2,826,606	3,679,246
Sewer Utility		4		2,443,637	3,303,438
Totals		xxxxxxxxx	3,397,681	14,498,830	16,211,271
Summary of Amendments		5			

Attested date: _____

County Clerk

Assisted by:

Address:

Email:

Governing Body

CPA Summary

City of Bel Air

2022

Adopted Budget

General Fund	2022 Adopted Budget	2022 Proposed Budget
Unencumbered Cash Balance January 1	2,470,559	3,527,815
Receipts:		
Ad Valorem Tax	3,397,681	3,397,681
Delinquent Tax	25,000	10,000
Motor Vehicle Tax	408,488	450,000
Recreational Vehicle Tax	3,872	3,872
16/20M Vehicle Tax	676	676
Commercial Vehicle Tax	10,284	10,284
Watercraft Tax	1,500	1,500
County Sales Tax	1,466,014	1,631,476
Franchise Fees	791,958	759,645
Fines and Fees	130,437	137,194
Permits and Licenses	262,000	602,600
Recreation	93,750	93,750
Grants	72,194	72,194
Rental Income	45,675	45,675
In Lieu of Taxes (IRB)	23,000	0
Interest on Idle Funds	10,000	10,000
Miscellaneous	15,500	24,503
Total Receipts	6,758,029	7,251,050
Resources Available:	9,228,588	10,778,865
Expenditures:		
Salaries & Benefits	2,780,407	2,880,892
Contractual Obligations	660,088	664,598
Commodities	327,905	445,605
Capital Outlays	72,500	77,500
Debt Service	24,000	0
Transfers Out		
Transfers TO Bond & Interest	789,388	639,920
Transfers TO Trustee Fund (PBC)	1,477,949	1,477,949
Transfers TO Capital Improvement	780,497	1,400,000
Transfers TO Equipment Reserve	100,000	100,000
Transfers TO Land Bank	200,000	135,000
Cash Forward	2,015,854	1,407,123
Total Expenditures	9,228,588	9,228,587
Unencumbered Cash Balance December 31	0	1,550,278

CPA Summary

City of Bel Aire

2022

Adopted Budget

Water Utility	2022 Adopted Budget	2022 Proposed Budget
Unencumbered Cash Balance January 1	1,857,523	1,857,523
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Utility income	2,763,000	3,192,000
Miscellaneous	10,000	10,000
Interest on Idle Funds	1,500	4,500
Total Receipts	2,774,500	3,206,500
Resources Available:	4,632,023	5,064,023
Expenditures:		
Salaries & Benefits	351,635	342,034
Contractual Obligations	1,852,075	2,012,816
Commodities	311,550	413,050
Capital Outlays	0	600,000
Debt Service	51,714	51,714
Transfers TO Bond & Interest	159,632	159,632
Trasfers TO Equipment Reserve	100,000	100,000
Total Expenditures	2,826,606	3,679,246
Unencumbered Cash Balance December 31	1,805,417	1,384,777

CPA Summary

City of Bel Aire

2022

Adopted Budget

Sewer Utility	2022 Adopted Budget	2022 Proposed Budget
Unencumbered Cash Balance January 1	2,886,057	2,886,057
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Sewer Utility Income	2,535,135	2,815,135
Interest on Idle Funds	300	10,000
Total Receipts	2,535,435	2,825,135
Resources Available:	5,421,492	5,711,192
Expenditures:		
Salaries & Benefits	351,635	371,451
Contractual Obligations	1,462,508	1,568,200
Commodities	298,500	401,000
Capital Outlays	0	631,793
Debt Service	31,689	31,689
Transfers TO Bond & Interest	199,305	199,305
Transfers TO Equipment Reserve	100,000	100,000
Total Expenditures	2,443,637	3,303,438
Unencumbered Cash Balance December 31	2,977,855	2,407,754

CPA Summary

Summary of Ordinance No. ____
City of Bel Aire, Kansas

On December 6, 2022, the City of Bel Aire, Kansas, adopted Ordinance No. ____, regarding amending the approval of ordinance 631 to change the parameters of the zoning district permitting C-2 zoning, all within the City of Bel Aire, Kansas. A complete copy of this ordinance is available online at <http://www.belaireks.org> under documents or during normal business hours at City Hall, located at 7651 East Central Park Ave., Bel Aire, KS 67226. The ordinance is not subject to a protest petition. Questions pertaining to this ordinance may be directed to Mr. Ty Lasher, City Manager, at (316) 744-2451. This summary has been reviewed and certified by Jacqueline Kelly, City Attorney.

(First published in The Ark Valley News on _____, 2022.)

ORDINANCE NO: _____

AN ORDINANCE AMENDING WINKLEY ADDITION C-2 COMMERCIAL PUD TO REDUCE BUILDING SETBACKS, REMOVE CERTAIN SCREENING REQUIREMENTS AND ADD A FUEL TANK STORAGE AREA WITHIN THE C-2 PUD OVERLAY ON CERTAIN PROPERTY LOCATED WITHIN THE CORPORATE CITY LIMITS OF BEL AIRE, SEDGWICK COUNTY, KANSAS.

WHEREAS, the legal description of the tract of land is as follows:

Legal Description

Lot 1, Block 1, Winkley Addition, Bel Aire, Sedgwick County, Kansas.

WHEREAS, July 27, 2022 the Planning Commission for the City of Bel Aire held public hearing on the matter of amending the allowable building setbacks and screening requirements of the original planned unit development (PUD) granted in 2018 for the described tract, in conformance with the requirements set forth in Article Five of the Zoning Regulations of the City of Bel Aire, Kansas;

WHEREAS, following the public hearing, the Planning Commission found that the evidence supported recommending changing the building setbacks and screening requirements from the original PUD approval based upon the guidelines set forth in Article 5.01 of the Zoning Regulations of the City of Bel Aire, Kansas;

WHEREAS, the Planning Commission for the City of Bel Aire, Kansas recommends approval of the application by the property owner thereby **amending the PUD for Winkley Addition Commercial to reduce building setbacks, remove certain screening requirements and add a fuel tank storage area**, in conformance with the terms of the plat, and with specific conditions as follows:

- 1. Total Land Area: 51,052 sq.ft.± or 1.17 acres
- Total Gross Floor Area: 9,000 sq.ft. 10,210 sq.ft
- Total Floor Area Ratio: 18 percent 20 percent

2. This Agreement establishes the terms and conditions for a Planned Unit Development zoning district. The requirements contained in this PUD are in lieu of any requirements contained in the zoning and subdivision regulations of the City and compliance with the terms and conditions of this PUD Agreement shall be deemed in compliance with the zoning and subdivision regulations of the City. Installation of all improvements shall be in compliance with the requirements of all applicable federal, state and local legislation, including the Americans with Disabilities Act. All infrastructure improvements shall be detailed on a Planned Unit Development Site Plan, which delineates building locations, at the time each individual lot is developed. Said Planned Unit Development Site Plan (herein the "PUD Site Plan") shall be approved by Developer and by the City Engineer, attached hereto and made a part hereof, at the time each individual lot is developed. All easements recorded on the face of the final plat of Winkley Addition to Bel Aire, Kansas shall remain in effect pursuant to this Planned Unit Development Agreement. The surface of such easements may be used by the owner(s) for driveways, parking and landscaping, as delineated on the PUD Site Plan at the time each individual lot is developed.
3. Within the undeveloped portion of the site, the Developer shall prepare a Landscape and Storm Drainage Plan, which shall address the effect of changes to the natural environment and increased drainage. Said Landscape and Storm Drainage Plan shall be approved by the City Engineer, attached hereto, and made a part hereof at the time each individual lot is developed. After approval by the Developer and the City Engineer of said Landscape and Storm Drainage Plan, the Developer shall install, or cause to be installed, the improvements pursuant to the said Plan.
4. Parcel 1 shall be limited to the following uses: Single-family, Duplex, Community Assembly, Office (General), Construction Sales and Service (General), and Outdoor storage as limited herein.
5. Signage shall be based on the standards of the "C-2" Commercial zoning district, except an individual sign may be permitted up to 150 square feet in area. No LED, billboard, or off- site signs shall be permitted.
6. Outdoor lighting sources shall employ cutoff luminaries to minimize light trespass and glare, and shall be mounted at a height not exceeding one-half the distance from the neighboring lot, unless evidence is provided to the satisfaction of the Zoning Administrator that the light source will be aimed or shielded such that the light source is not visible from the neighboring lot.
7. Screening:
 - A. Screening shall be provided by an eight (8) foot high wood fence with galvanized metal posts where shown on the plan.
 - B. Solid screening shall be provided for all outdoor work and storage areas,

parking lots and loading docks within 200 feet of residential uses in order to screen these areas from residential zoning districts.

- C. The 10-foot alley along the north line of Parcel 1, ~~the 10-foot easement along the east line of Parcel 1, and the south 25 feet of Parcel 1~~ shall ~~all~~ be considered ~~a buffer~~s to the development.
8. Landscaping requirements shall be per the Bel Aire Zoning Code for commercial uses. Existing landscaping may be permitted within Oliver right-of-way, and shall be considered as meeting this requirement. Screening around the perimeter of the PUD shall not be required.
9. The design layout shown on the plan illustrates only one development concept. Modifications to the location of improvements, building layout, and/or access locations may be permitted, provided they meet all requirements of this plan. All applicable permits, licenses, inspections or change in use shall be obtained prior to occupancy.
10. The Developer shall enclose or cause to be enclosed, all trash and recycling containers and similar equipment as set forth in the PUD Site Plan as approved by the City Engineer at the time each individual lot is developed.
11. Outside storage of all equipment, products or material shall be permitted on said property within those areas indicated on the plan. The center outdoor storage area, as indicated on the plan, may be paved with crushed asphalt millings, or similar material which reduces dust.
12. Parking shall be provided as required by City Code for all new construction. The existing business shall be required a minimum of 5 parking spaces.
13. ~~Fuel tank storage area shall meet all local and state requirements for placement, setback, spacing, containment, and site circulations.~~
14. The Developer shall file with the Sedgwick County Register of Deeds an executed copy of this Agreement.
15. Upon full execution hereof and upon attachment of the PUD Site Plan, the Landscape and Drainage Plan and the Signage Plan, all approved as provided herein at the time each individual lot is developed, the terms and conditions of this Agreement, as set forth herein, shall be binding upon the City and the Developer, their successors, representatives, trustees, and assigns.

16. A detailed site shall be submitted including parking, building elevations, landscaping, and utility locations, etc. signage criteria, and streets improvements, at the time the undeveloped portion of site is developed. The location of any additional building is indicated on the plan. **Building additions to existing structures or parking improvements may be reviewed and approved administratively by the City.**

WHEREAS, the Governing Body has considered the factors set forth in Article 5 of the Zoning Regulations of the City of Bel Aire, Kansas.

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

SECTION 1. The Governing Body adopts the recommendation of the Bel Aire Planning Commission and approves the Planning Commission's recommendation **amending the PUD for Winkley Addition Commercial to reduce building setbacks, remove certain screening requirements and add a fuel tank storage area**, in conformance with the terms of the plat, and with specific conditions as described herein.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. This Ordinance shall take effect and be in force from and after publication of its summary in the Ark Valley News, an official city newspaper.

Passed by the Governing Body this 6th day of December 2022.

Approved by the Mayor on this 6th day of December 2022.

MAYOR, JIM BENAGE

[SEAL]

ATTEST:

CITY CLERK, MELISSA KREHBIEL

STAFF REPORT

DATE: November 29, 2022
TO: Ty Lasher
FROM: Brian Hayes
RE: Master Plan Proposals



SUMMARY: During the formulation of the 2022 budget last summer, Council requested a recreation master plan be conducted to determine current and future needs of the department. In addition, the need to create a master plan for Bel Aire Park was included since the Woodlawn expansion made some changes to the area. As requested by Council, Recreation staff sought proposals to create master plans of the Recreation Complex, Bel Aire Park, and Central Park.

HISTORY: Since its beginning, the Bel Aire Recreation Complex has grown without a formal master plan. The City has been fortunate to have a group of forward thinking resident volunteers, governing bodies, and staff with good vision for the community. Over the years the current outdoor Rec Complex components were built by these folks without the benefit of adequate budgeting, engineering, and professional design. As a result, outdoor ADA access is minimal and facility updating is desired.

Bel Aire Park is the oldest park in Bel Aire originally built when the city was an improvement district. It has been updated several times throughout its lifespan. Currently the tennis court surface is dilapidated and the park will soon be gaining some space due to the current Woodlawn expansion.

Central Park is the newest Park in the city and discussions are underway to repurpose/expand its components.

DISCUSSION: Staff felt efficiencies could be obtained by contracting with one firm to complete master plans for all projects. Staff originally contacted several firms to provide proposals to create master plans for the Rec Complex and Bel Aire Park. The request was later revised to include updating Central Park's master plan as a local developer is interested in funding pickleball courts at this location and council is discussing remodeling the pool into a splash pad. The request for proposals asked for Site Analysis and Conceptual Designs that would include public engagement and master plan documents for all 3 locations. Staff identified the following items to be considered while going through the planning process for all 3 locations; ADA access, playground safety surfacing, paved trails, tennis court replacement/relocation, pickleball/fitness/multi court additions, pool/splash pad conversion, sports lighting, and other potential improvements.

The following attached master plan proposals were submitted;

- Landworks Studio \$19,210
- Mid-Kansas Engineering Consultants \$40,000
- Landworx Engineering \$52,400

FINANCIAL: \$20,000 was budgeted in the Recreation and Park Department's 2022 budgets to update master plans of the respective departments.

RECOMMENDATION: Staff recommends accepting the proposal submitted by Landworks Studio for \$19,210 to update the master plans of the Bel Aire Recreation Complex, Bel Aire Park, and Central Park.

Brian Hayes
Recreation Director
5251 E. 48th Street North
Bel Aire, KS 67220

Bel Aire Recreation



reccenter@belaireks.gov

Telephone (316) 744-2700

Request for Proposal Revision

Please submit no later than November 29

Bel Aire Park/Rec Master Planning

Bel Aire Recreation Complex, Bel Aire Park and Central Park

Phase 1

- Create Base Maps
- Site Visit
- Develop Constraints and Opportunities

Phase 2

- Generate Concepts for Recreation Complex, Bel Aire Park and Central Park
- Public Engagement to include a link to a survey and a facilitated Open House
- Revise Final Concepts for Recreation Complex, Bel Aire Park and Central Park
- Develop Cost Estimates and Phasing Plan
- Master Plan Document to include the process, public engagement results, design concepts, phasing plan and cost estimates.

**Final product will be color rendered plan views and cost estimates for each park with a phasing plan that includes improvements for all properties.*

Proposed Scope and Fee

Bel Aire Park Master Planning - Bel Aire, KS

prepared on 11/9/22 by:

Carisa - Principal

Phase 1 - Site Analysis for 3 Parks

\$4,940

- Task 1 Create Base Maps
- Task 2 Site Visit
- Task 3 Develop Constraints and Opportunities

Phase 2 - Conceptual Design

\$12,310

- Task 1 Generate Concepts for Bel Aire Park
- Task 2 Generate Concepts for Recreation Center
- Task 3 Generate Concepts for Central Park
- Task 4 Public Engagement
- Task 5 Revise Final Concept for Bel Aire Park
- Task 6 Revise Final Concept for Recreation Center
- Task 7 Develop Cost Estimates and Phasing Plan
- Task 8 Presentation to City Council

Add Alternate - Master Plan Document

\$1,260

- Task 1 Master Plan Document to include the process, the engagement results, design concepts, phasing and cost estimates.

*Special Provisions or Notes

Final product will be color rendered plan views and cost estimates for each park with a phasing plan that includes improvements for all properties. Public engagement includes a link to a survey via Survey Monkey and an in-person Open House facilitated by our team.

TOTAL PROJECT HOURS 149 Hrs

TOTAL SERVICES AND DESIGN FEE TO BILL \$ 17,250

+ REIMBURSABLE EXPENSES \$ 700

(reimbursable expenses are on a "Not to Exceed" basis and will only be billed as needed)

Maximum Invoice Amount \$ 17,950



November 29, 2022

Brian Hayes
 Recreation Director
 City of Bel Aire
 5251 E 48th St N
 Bel Aire, KS 67220
reccenter@belaireks.gov

SENT VIA EMAIL

REFERENCE

Bel Aire Recreation Complex, Bel Aire Park, and Central Park Master Planning – Bel Aire, KS

Brian,

In response to your revised request for proposal related to park master planning we are pleased to provide an updated proposal to assist the City of Bel Aire further develop its envisioned park enhancements to better serve the citizens of Bel Aire. We appreciate your interest in MKEC Engineering, Inc.'s professional services and welcome the opportunity to respond to your request.

The attached Scope of Services outlines tasks related to the design services anticipated. MKEC proposes to work on an hourly basis within a fee allowance of \$40,000 for the described services.

GENERAL CORRESPONDENCE & MEETINGS *(Incorporated into each task)*

1. General correspondence & meetings with the Client, Design Team, and any project stake holder members the client includes.

BILLING

Professional services under the base contract will be billed monthly, on an hourly basis. **Reimbursable expenses, including but not limited to sub consultants, printing and deliveries will be billed in addition at actual cost plus 10%. Travel will be billed at actual cost.** Invoices are due within 30 days of date of invoice. Invoices past due are subject to interest at the rate of 1½% per month. This proposal will become void after 60-days from the date submitted.

ATTACHMENTS TO THIS PROPOSAL

As a supplement to this proposal please find the following documents:

- **Attachment "A"** – Subject Properties
- **Attachment "B"** – Scope of Services
- **Attachment "C"** – Reimbursable Expenses
- **Attachment "D"** – Hourly Rate Schedule (2023)
- **Attachment "E"** – General Conditions

Should you have any questions, please do not hesitate to call us, as we want to ensure that we have a clear understanding of the project and thus are identifying those items clearly in the proposal. If you concur with this proposal, please sign and date this letter, then return stating your approval for MKEC Engineering, Inc. to begin work on this project. We welcome this opportunity.

Sincerely,

MKEC ENGINEERING, INC.



Jason A. Gish, PLA

NOTICE TO PROCEED

The above proposal is understood and accepted. By accepting this proposal you are also agreeing to MKEC Engineering, Inc. GENERAL CONDITIONS (PROFESSIONAL SERVICES) attached to this proposal.

By: _____ For: _____
Signature Organization

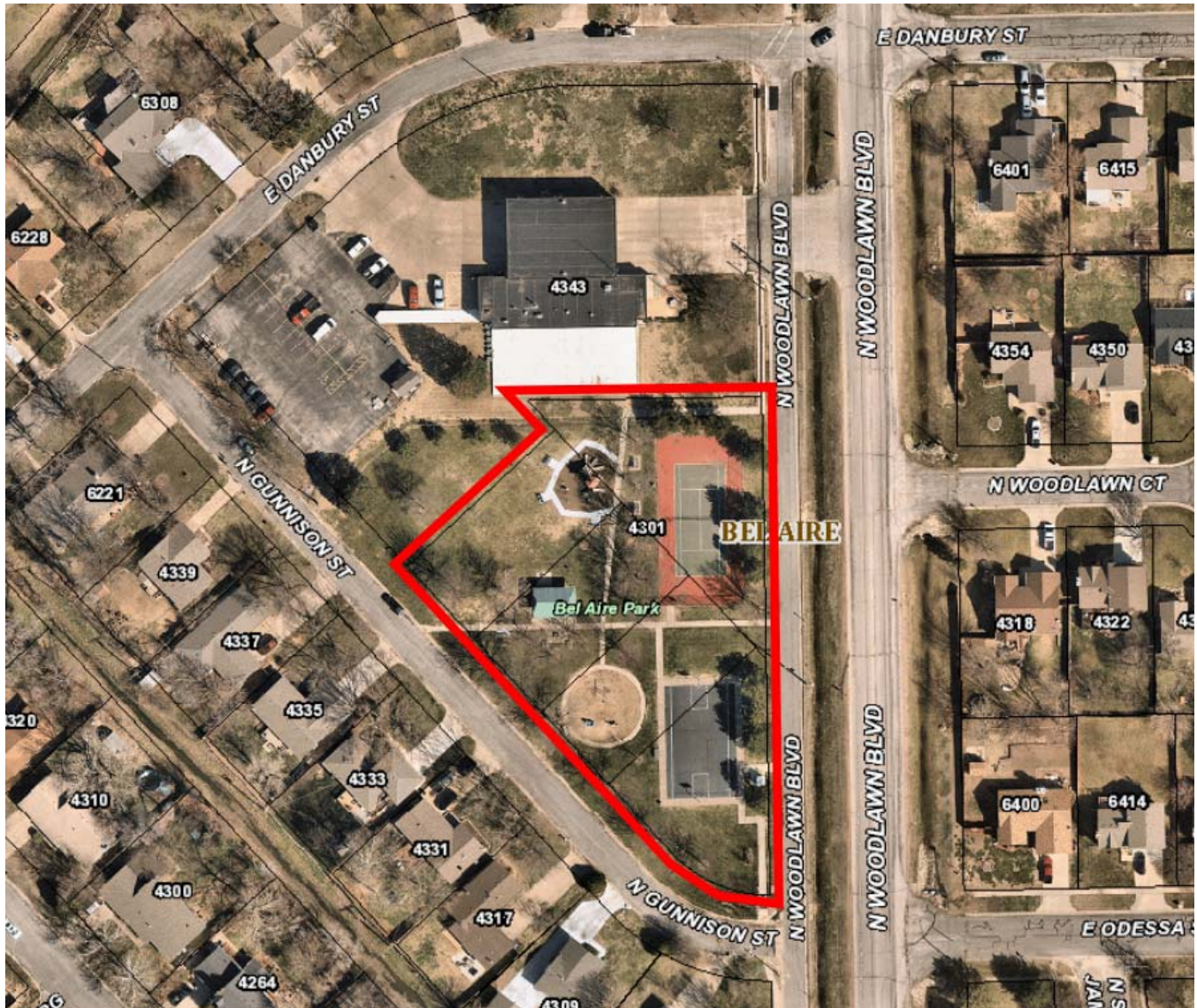
Date: _____

Bel Air Rec Center



ATTACHMENT 'A': SUBJECT PROPERTIES (continued)

Bel Aire Park



ATTACHMENT 'A': SUBJECT PROPERTIES (continued)

Central Park



ATTACHMENT 'B': SCOPE OF SERVICES

ASSUMPTIONS

1. MKEC proposes to utilize available GIS data and other sources for aerial base maps, general topography, and property line features. A topographic and boundary survey will not be necessary to prepare a Master Plan Concept for each park. Should it be the City's desire to obtain an architectural survey for any or all of the parks, this would be considered an additional service that can be negotiated.

TASK 01 – Master Plan Concepts**Phase 1**

1. Create base maps.
2. Site visits.
3. Collaborate with client on new program elements and modifications desired within each park. Develop constraints and opportunities.

Phase 2

1. Develop preliminary Conceptual Site Plan(s) with notes narrating improvements and modifications for each park.
2. Prepare imagery exhibits to visually convey ideas and the types of possible improvements.
3. Public engagement to include the development of a website link to survey questionnaire and the facilitation of an open house event.
4. Revise final concepts for each park site.
5. Develop cost estimates and phasing plans.
6. Assemble Master Plan Document that includes process effort, public engagement results, design concepts, phasing plans and cost estimates for each park.

EXCLUSIONS/EXTRAS

Work items not listed above are not included in MKEC's scope of work or fee. If additional services are requested, MKEC will bill for those services on an hourly basis, unless MKEC and the Client agree otherwise. If additional services not included in the scope of work are requested, MKEC will notify the Client that additional work and cost reimbursement will be required.

ATTACHMENT 'C': REIMBURSABLE EXPENSES (not covered by design fee maximum)

In addition to professional fees outlined, the Client shall pay all out-of-pocket expenses which are defined as actual expenditures made by MKEC, their employees, and / or professional consultants in the interest of the project and include, but are not limited to, the following expenses, unless another arrangement has been made (i.e. per diem, etc.) Items that are directly reimbursable are:

- Printing costs to include blueprinting, photocopying and reproductions.
- Photographic supplies and processing.
- Study model materials.
- Special renderings, models, photographs and special consultants, when authorized by Client.
- Plotting and reproduction for progress meetings, presentations and submittals.
- Large format scans (11" x 17" and larger documents)
- Large format colored plots (11" x 17" and larger documents)
- Board mounted presentation graphics
- Mock-up time and materials (if mock-up is requested by the Client)
- Postage, freight, long distance telephone, facsimile, overnight express mail and courier services.
- All travel expenses for meetings outside of Wichita including (but not limited to) airfare, hotel, car rental, taxis and meals. Per Diem costs of \$50.00 per day for miscellaneous tips and food expenditures.

ESTIMATED TOTAL REIMBURSABLE EXPENSES	\$1,500
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ATTACHMENT 'D': HOURLY RATE SCHEDULE (2023)

MKEC Engineering, Inc.
Classification Billing Rate per Hour

Principal/Project Manager	197.00
Senior Engineer	185.00
Engineer Level I/Landscape Architect I	146.00
Engineer Level II/Senior Technician/Landscape Architect II	133.00
Clerical	72.00
Survey Team/2 Man	201.00
Survey/GPS	201.00
Survey/Leica	437.00
PLS	133.00
Inspector	133.00
Technician I	117.00
Technician II	87.00

EXPENSES:

Xerox Copies	Current Market Rate
Plot Prints	1.10 per S.F.
Color / Mylar Plot Prints	2.50 per S.F.
Mileage	IRS Allowed Rate
Project Expenses	Cost + 10%
Sub consultants	Cost + 10%

ATTACHMENT 'E': GENERAL TERMS AND CONDITIONS**MKEC Engineering, Inc. GENERAL TERMS AND CONDITIONS (PROFESSIONAL SERVICES)**

1. **Agreement.** There is an "Agreement" between you, the "Client," and MKEC Engineering, Inc. ("Consultant"). This Agreement includes the Project proposal, these General Terms and Conditions, Consultant's Addenda, and the Fee Schedule. The Agreement represents the entire and only agreement between the parties and supersedes any and all agreements between the parties, either oral or in writing, including any purchase or work order issued by Client relating to the Project. If any term or provision of these General Terms and Conditions is found to be invalid under any applicable law, rule or regulation, that provision shall, to the narrowest extent possible, be deemed omitted and the remainder of the Agreement shall remain in full force and effect. This Agreement is exclusive of any other agreement(s) that may exist between Client and Consultant for separate proposals or projects not enumerated in the Project that is the subject of this Agreement. The rights and obligations of the parties under this Agreement and those of any other agreement are autonomous and exclusive to the individual agreement.
2. **Services.** Client engages Consultant to provide professional services ("Services") in connection with the project described in Consultant's proposal ("Project") to which these General Terms and Conditions are attached. Client agrees that services not specifically described in the Scope of Services identified in Consultant's proposal are covered by this Agreement but, at the Consultant's discretion, may require an amended Scope of Services and will require additional compensation to Consultant.
3. **Payment.** Client shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment fee of 1 ½% per month from the date of invoice. In the event Client's invoice remains unpaid for thirty (30) days from the date of invoice, Consultant may suspend all Services until paid in full and, in addition, may terminate the Agreement.
4. **Work Product.** Services provided under this Agreement, including, but not limited to, all drawings, reports, information, recommendations, opinions or other work product prepared or issued by Consultant, are for the exclusive use and benefit of Client or its agents in connection with this Project, and are not intended to inform, guide, or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project. Client will not distribute or convey or disclose such Services to any other persons or entities without Consultant's prior written consent, which shall include a release of Consultant from liability and indemnification by the third party. Consultant's Services are part of Consultant's professional services, do not constitute goods or products, and are copyrighted works of Consultant. However, such copyright is not intended to limit the Client's use of its work product in connection with the Project.
5. **Standard of Care.** Consultant will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession practicing in the same locality under similar circumstances at the time the Services are performed. This Agreement creates no other representation, warranty, or guarantee, express or implied. **CONSULTANT HEREBY EXCLUDES AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY OF MERCHANTABILITY.**
6. **Limitation of Liability.** To the fullest extent permitted by law, the total liability of Consultant for any damages, costs, fees, or other losses, for any claim or cause of action related in any way to the Project or Services, shall be limited to the greater of compensation actually paid to Consultant for the Services under the Project or \$25,000.00. Client hereby releases Consultant from any and all liability above such amount. This Limitation of Liability shall include any losses payable to Client. This Limitation of Liability applies to any and all claims, no matter how pleaded, including but not limited to, claims for errors and omissions, breach of contract, tort/negligence, quantum meruit/unjust enrichment, or breach of fiduciary duty, and applies to all phases of Services performed under this Agreement. Client agrees Consultant's Services will not involve the design of any equipment or the implementation of equipment in any use. Client agrees Consultant will not be liable for any claims, damages, costs, or expenses for personal injury brought by Client or any third party relating to design or implementation. Client agrees to defend, indemnify, and hold harmless Consultant from any liability for such claim.
7. **Client Responsibilities.** Client shall bear sole responsibility for (a) jobsite safety; (b) notifying third-parties, including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project site; and (c) cooperation with all requests by Consultant, including obtaining permission for access to the Project site. Client releases Consultant from liability for any incorrect advice, judgment, or decision based on inaccurate information furnished by Client or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the Project site, Consultant shall immediately stop work in the affected area and report the condition to Client.
8. **Electronic Media.** Because data stored on electronic media can deteriorate undetected or be modified without Consultant's knowledge, the Client accepts responsibility for the completeness or readability of the electronic media.
9. **Dispute Resolution.** The parties shall attempt resolution of any dispute arising under or related to this Agreement by mediation. Notwithstanding the foregoing, in the event of Client non-payment, Consultant may, at its sole option, waive mediation. Either party may demand mediation by serving a written notice on the other party stating the essential nature of the dispute. The mediation shall be conducted in accordance with the AAA Construction Industry Mediation Procedures then in effect within forty-five (45) days from the service of notice. The parties shall share the fees equally. If mediation fails, either party may institute litigation in the state or federal court of the county in which Consultant's office issuing the proposal is located. The prevailing party shall be entitled to attorneys' fees, cost, including costs incurred in the mediation and costs of enforcement of any judgment. The parties expressly waive any statute of limitations for a longer period of time and agree that any action shall be brought within one year from the date of Consultant's final invoice; however, this limitation on the statute of limitations shall not apply in the event of Client non-payment. In the event of Client non-payment, the standard Kansas statute of limitations applicable to actions related to written contracts shall apply. The parties expressly waive any and all rights to a trial by jury in any action, proceeding, or counterclaim brought by either of the parties against the other with respect to any matter relating to, arising out of, or in any way connected with this Agreement.
10. **Changed Conditions.** If during the course of performance of this Agreement conditions or circumstances are discovered that were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after the notice, Consultant may terminate this Agreement, and Consultant shall be paid for its services through the date of termination.
11. **Construction Observation.** If included in the Services, Consultant's construction observation service shall be limited to general observation of construction operations. Consultant shall not be responsible for constant or exhaustive inspection of the work, the means and methods of construction, or the safety procedures employed by Client's contractor. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the Contractor's work may occur. Client shall hold its contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty hereunder is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees, shall notify Consultant at least twenty-four (24) hours in advance of any observations required by the construction documents.
12. **Governing Law.** The laws of the State where the Agreement was entered into shall govern interpretation of this Agreement. If any term is deemed unenforceable, the remainder of the Agreement shall stay in full force and effect.
13. **Supplemental Conditions.** If any of the following conditions occur during the course of design or construction of the Project, this Agreement is terminated, billing of engineering Services completed to date will be provided, and a new engineering services contract will be negotiated to accommodate the new scope:
 - a. Redesign or analysis of alternates after Design Development is accepted to accommodate value engineering items due to lack of funding or contractor requests that requires a re-negotiated engineering services contract. Consultant assumes project team leaders directly contracted to the client have budgeted and revealed all costs with Client and has accepted the values given. Consultant assumes no responsibility as to final contractor bidding that might deviate from the proposed budget. If rough budget values are required by any engineering discipline, it will be the responsibility of Client to request these values unless the original project's scope included engineering cost estimates provisions.
 - b. If the project is put on hold or temporarily terminated for more than 15 calendar days, the Agreement will have to be re-negotiated prior to restart of the Project to re-establish a new schedule into Consultant's current work load.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this __ day of _____, 20 __, between LandWorx Engineering, LLC (LandWorx) and _____ (Client), provides for the following Professional Services:

Reference Attachment A: Scope of Services herein incorporated

Compensation to be paid to LandWorx for providing the requested Services shall be as follows:

Reference Attachment B: Compensation & Attachment C: Hourly Rate Schedule both herein incorporated.

Any services beyond those identified in this Agreement shall be considered Additional Services. Unless otherwise agreed, such Additional Services shall be performed on an hourly basis. Email transmissions may be utilized for authorizing Additional Services provided LandWorx receives the transmission and agrees that the terms and conditions are acceptable. Email transmissions shall only be effective for changes in the scope, compensation, or schedule. Reimbursable expenses include direct expenses included but not limited to travel, lodging, meals, telephone and fax, copies, shipping/overnight delivery, and prints, times a multiple of 1.10. The fees provided in this Agreement do not include any sales or service tax that may be required to be imposed. The Client shall be responsible for the payment of any such taxes that may be imposed.

This Agreement shall remain in effect until December 31, 2023, unless terminated as provided herein. LandWorx agrees to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar locality. LandWorx shall perform its services with due and reasonable diligence consistent with sound professional practice. If services are disrupted or delayed for reasons beyond LandWorx’s control, the completion date and fee will be modified accordingly.

LandWorx shall generally submit invoices on a monthly basis. These invoices shall be due and payable by the Client upon receipt. The Client hereby agrees that it will make payment for said Services within 15 days from the date of the invoice. If Client fails to make payment as provided, LandWorx may immediately suspend its services or terminate this Agreement, and may suspend its services or terminate its agreement on any other project with Client, its subsidiary, or related entity. Client agrees to pay costs of collection, including attorneys fees, and interest on all outstanding balances at a rate of 1.5 percent per month.

In the event the Project identified in this Agreement is suspended, canceled, or abandoned, LandWorx shall be compensated to the date of notice of suspension, cancellation, or abandonment. If the Client delays or suspends LandWorx’s services for more than 45 cumulative days, then LandWorx may terminate this Agreement, upon giving seven days written notice. Either party may terminate this Agreement upon the

other’s filing for bankruptcy, insolvency, or assignment for the benefit of creditors. Either party may terminate this Agreement for cause upon 7 days written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Upon suspension or termination, LandWorx shall be compensated for the Services provided and reimbursable expenses incurred up to the date of suspension or termination, including necessary and reasonable costs incurred thereafter.

LandWorx shall not be responsible for or have control over construction means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the work. Nor shall LandWorx be responsible for any contractor’s failure to carry out the work in accordance with plans, specifications, or with applicable laws or regulations. LandWorx shall have no responsibility for the discovery, presence, handling, removal, transportation, or disposal of or exposure to hazardous, toxic, or similar materials in any form at the project site.

Neither party will assign or transfer its interest in this Agreement, but LandWorx may subcontract certain portions of the Services. Nothing in this Agreement shall be construed as creating any rights, benefits, or causes of actions for any third party against either LandWorx or the Client. LandWorx is an independent contractor to the Client and is not an employee, agent, joint-venturer, or partner of the Client.

If a dispute between the parties arises out of or relates to this Agreement, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties prior to having recourse to a judicial forum. It is intended by the parties to this Agreement that the LandWorx’s services in connection with the Project shall not subject LandWorx’s individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against LandWorx, an IN limited liability company, and not against any of LandWorx’s individual employees, officers or directors. It is further agreed that the parties each waive their right to indirect, special, incidental, consequential, or punitive damages. The limit of liability of LandWorx to the Client for any cause or combination of causes resulting from the Services rendered hereunder shall be, in total amount, limited to the fees paid under this Agreement or twenty-five thousand dollars, whichever is greater.

The Client and LandWorx agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of Indiana without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. To the extent damages are covered by property insurance during construction, the Client waives all rights against the contractors, consultants, agents and employees of LandWorx for damages, except such rights as they may have to the proceeds of such insurance.

The Client shall provide basic project data and LandWorx shall be entitled to rely on any and all information provided. The Client shall review LandWorx’s work thoroughly and promptly, provide direction as necessary, and give notice of any defect in LandWorx’s work or services. The Client shall, within 30 days of

notice of any defect in work or service, give written notice to LandWorx describing the defect and providing any costs associated with such defect. The Client waives any right to set-off or recovery of costs associated with any defective work or service unless the Client strictly complies with this provision and provides written notice as required herein.

All documents prepared or furnished by LandWorx are instruments of service, and LandWorx shall retain all ownership and property interests therein. The Client may make and retain hard (i.e., not electronic) copies of documents for use on the project. Documents are not intended or represented to be suitable for reuse. LandWorx shall not be required to provide or deliver electronic copies of documents unless specifically required in the description of Professional Services. In the case of any discrepancy between any electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, LandWorx makes no warranties, either expressed or implied, with respect to performance of electronic files, if such files are provided or delivered to Client.

This Agreement embodies the entire agreement and understanding between the parties.

BEL AIRE PARKS & RECREATION

LANDWORX ENGINEERING

Signed

Signed

Printed Name

Printed Name

Title

Title

Date

Date



ATTACHMENT A: SCOPE OF SERVICES

PROJECT UNDERSTANDING

LandWorx understands and will rely on the following:

- Client would like to create a Master Plan for improvements to Bel Aire Recreation Complex (5251 East 48th St N) and Bel Aire Park (approx. 4333 N Gunnison St) and Central Park (7350 E Central Park Ave, Bel Aire, KS 67226).
- The Rec Complex near term improvements will include a plan for phased improvements including accessibility (paved trails and access to existing facilities) and a potential tennis/pickleball area.
- The Bel Aire Park near term improvements include accommodations for the widening of the adjacent road (N Woodlawn Blvd) and could include removal of the existing tennis court, resurfacing of the basketball court, and addition of some parking.
- There have been discussions by stakeholders on adding pickleball courts (potentially by a developer) as well as analyzing the potential of the addition of a splash pad in Central Park.
- “LandWorx” as stated in the scope below could mean LandWorx Engineering employee and/or a subconsultant.

SERVICES

- I. Phase 1 – Research, Site Visits, Analysis
 - a. Research and Discussions - LandWorx will work with the Client and interview stakeholders to determine history of each park, the extents and how it is currently utilized. This will include research of existing improvements, utilities, maps, discussions with users, staff, and facilities managers. Review of prior documentation, plans, and surveys will also be completed. These items may have a large impact on the proper placement, size, and usability of any future improvements.
 - b. Site Visits - LandWorx will visit each park (with a Client representative and facilities director) and spend time both understanding and documenting access, infrastructure and current uses. LandWorx anticipates each visit to take one hour to four hours.
 - c. Base Maps - Based on the information gathered in research, discussions, and the site visits, LandWorx will create a based map for each park with descriptions of current uses, access, utilities, and infrastructure. Each of these maps will be paired with a description, a narrative of their context and surroundings and short history.
 - d. O & C - For each park a list of opportunities and constraints will be set – not meant to limit the options or identify specific improvements, but instead identify broad areas of potential for improvement given the status of the parks individually and in context of their surroundings and current markets.


II. Phase 2a – Schematic Development & Public Involvement

- a. Concept Generation – Based on the information gathered and presented above and the response of such from the Client and immediate stakeholders, LandWorx will generate some conceptual drawings for each park. These will include identification of areas setup for improvements and photo boards of types of improvements/facilities to promote thoughts and discussions. A meeting with the Client will be used to narrow down the focus and gain some direction.
- b. Concept Refinement – With feedback and direction from the Client, LandWorx will develop concepts for each park including the area identified and options for the look and uses to fill those areas. LandWorx will develop graphics suitable for the public to review and formulate input.
- c. Direct Public Interaction – LandWorx will present the graphics and options to the general public. In general, this works best in being a publicized portion of another event attended by residents (a Farmers Market, a festival, holiday gathering, or similar) however, a public open house can be held if this is not available. LandWorx would also recommend hosting at least one digital open house for those who could not make it to the in-person event (or did not feel comfortable attending). LandWorx will attend, setup, and run the presentation of the options including being available for questions and discussions while gaining measurable insight into preferred options and priorities.
- d. Digital Interaction – LandWorx will setup a questionnaire and digital presentation online for access and feedback. LandWorx will create and track responses from the questionnaire and will create a specific Facebook page for interaction. LandWorx will rely on the Client to help disseminate the opportunity (through the Bel Aire Facebook page, QR codes posted around town and at the parks, and any other potential means).
- e. Data Compilation – LandWorx will document and compile the information gathered by from the public and will present a summary of that information back to the Client. LandWorx and the Client will meet to discuss and prioritize specific items to move forward with into the final development stage.

III. Phase 2b – Master Plan Document

- a. Final Concepts – LandWorx will utilize the information and feedback to develop final concepts for the three parks. These will include general narratives and color renderings of each park with proposed improvements.
- b. Estimated Opinion of Probable Cost & Phasing Plans – Based on rankings of priority and potential costs, LandWorx will provide a Phasing Plan for each of the three parks (with the ultimate phase being equal to the Final Concept Plan) along with approximate costs of each phase with escalation for construction cost increases over time.

- c. Funding Report – Based on the Phasing Plan and stakeholder input, LandWorx will include a sheet on limited potential funding options for the improvements. This may include revenue-generation, bonding options, and/or build-operate-transfer options depending on local and state regulations.

 - d. Final Master Plan Document – LandWorx will compile the completed elements into a single Master Plan document for the three parks. This will include a narrative on the process, explanation of the public engagement process and results, as well as the phasing, estimates, final rendered plan, and a list of next steps to move forward to put action to the Master Plan elements. LandWorx will present this document to the Client and the Bel Aire City Council for final acceptance.
- 

ATTACHMENT B: COMPENSATION

SUMMARY

Scope Item	Fee (Lump Sum) / Initials
Phase 1 – Research, Site Visits, Analysis	\$9,600. ____
Phase 2a - Schematic Development & Public Involvement	\$23,500. ____
Phase 2b – Master Plan Document.....	\$14,500. ____
Total	\$47,600. ____
Reimbursable Expenses (estimated – see below)	\$4,800. ____

REIMBURSABLE EXPENSES

Reimbursable expenses are direct expenses including but not limited to the following:

- Mileage
- Travel
- Lodging
- Meals
- Shipping/overnight delivery
- Prints

ATTACHMENT C: HOURLY RATE SCHEDULES

LandWorx Standard Hourly Rates

<u>Personnel Role</u>	<u>Hourly Rate</u>
Principal	\$190
Senior Project Manager	\$175
Director/Project Manager	\$150
Engineer /Landscape Architect	\$130
CAD Technician	\$110

The above rates are valid for this project through 12/31/2022 and are then subject to change on an annual basis.



Standard Hourly Rates

2022 Billing Rates

Senior Principal	\$255
Principal	\$215
Senior Associate	\$160
Associate	\$130
Junior Associate	\$110

Reimbursable Expenses

In addition to our standard hourly rates, we invoice qualified sub-consultant fees, travel, and reproduction expenses per the terms of our agreement, with mileage invoiced at the current IRS reimbursement rate.

City of Bel Aire, Kansas

STAFF REPORT

DATE: 11/29/2022

TO: City Council

FROM: Jay Cook



RE: Bid for Sidewalk Replacement Program

SUMMARY: City Council approved \$15,000 in a grant for sidewalk repair for the citizens of Bel Aire.

DISCUSSION: Code Enforcement and the Community Development Department gave notice through social media and an information campaign on the sidewalk replacement program. An application for the grant was placed on the website and sent with any Courtesy Letter from Code Enforcement concerning dangerous or otherwise defective sidewalks. There were 20 repairs that were sited or requested through the application. Of the 20, 15 were actual code violation cases that were reported to the homeowner. Three concrete contractors were asked for a bid with two returning bids.

<i>Contractor</i>	<i>Amount</i>
Ruiz Concrete	\$12,608
Rochel Concrete	\$22,825
Barkley Concrete	No Return

FINANCIAL: Funds were appropriated for the assistance with sidewalk repair through a grant of \$15,000.

RECOMMENDATION: Staff recommends utilizing Ruiz Concrete to remain under the grant funding amount.

City of Bel Aire, Kansas

STAFF REPORT

DATE: 11/08/2022

TO: City Council

FROM: Jay Cook, Director of Planning and Community Development

RE: New Truck bids for Building Inspector



SUMMARY: The Community Development Department currently has two vehicles that are used for Code Enforcement and Building Inspections.

DISCUSSION: The current vehicle that is utilized for building inspections is a 2007 Chevrolet Silverado. The vehicle experiences more than usual wear as it requires significant amounts of idle time and is turned off and on more than a usual vehicle. As building in Bel Aire increases, the amount of added wear will increase and could cause maintenance to increase significantly. A request for a bid was sent to multiple dealerships in the area. All GM produced vehicles were cut off from Fleet Orders this year according to Don Hatton Chevrolet. Because of this, any order would be done at the dealership without discounts. After this, a request was made to Rusty Eck Ford, TCS, and Mel Hambleton Ford for a quote on a 3.3L V6 4X4 Ford F-150 Crew Cab. TCS was informed by Ford that they could not order the size of engine or package requested which accounts for the increase. A crew cab is necessary for the documentation and equipment that the Building Inspector must carry to perform his duties. The price of the 3 quotes are as follows:

<i>Dealership</i>	<i>Price</i>	<i>Estimated Delivery</i>
Rusty Eck Ford	44,865	March 2023
TCS	48,362	March 2023
Mel Hambleton Ford	46,315	Unknown until ordered

FINANCIAL: Funding for the new Planning and Zoning truck was planned and is available in the Equipment Replacement Reserve Fund.

RECOMMENDATION: With the uncertainty in the vehicle industry and the changing information given to dealerships and purchasers of new trucks, availability and prices have changed. Staff recommends using Rusty Eck Ford as their bid is close to the original approval of \$45,000. Discounts and the removal of a destination charge are no longer being given to public entities. This change occurred between receiving bids and presenting said bids to council. This is the most up-to-date information provided from each dealer and is expected to be the cost.

CITY OF BEL AIRE

2023 F150 CREW CAB

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 325



PICTURE IS FOR GENERAL PURPOSE

PRICE \$44,865.00

Client Proposal

Prepared by:

Troy Pfaff

Office: 316-312-0445

Date: 11/17/2022



Prepared by: Troy Pfaff
11/17/2022

Rusty Eck Ford | 7310 E Kellogg Wichita Kansas | 67207

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 325

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W1E	Base Vehicle Price (W1E)	\$45,410.00
Packages		
101A	Equipment Group 101A Standard	-\$750.00
	Includes:	
	- Engine: 3.3L V6 PFDI	
	Includes auto start-stop technology and flex-fuel capability.	
	- Transmission: Electronic 10-Speed Automatic	
	Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.	
	- 3.73 Axle Ratio	
	- GVWR: 6,470 lbs Payload Package	
	- Tires: 265/70R17 BSW A/T	
	- Wheels: 17" Silver Steel	
	- Cloth 40/20/40 Front Seat	
	Includes 2-way manual driver/passenger adjustment and armrest.	
	- Radio: AM/FM Stereo w/6 Speakers	
	Includes auxiliary audio input jack.	
	- SYNC 4	
	Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.	
Powertrain		
99B	Engine: 3.3L V6 PFDI	Included
	Includes auto start-stop technology and flex-fuel capability.	
44G	Transmission: Electronic 10-Speed Automatic	Included
	Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.	
X26	3.73 Axle Ratio	Included
STDGV	GVWR: 6,470 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: 265/70R17 BSW A/T	Included
64C	Wheels: 17" Silver Steel	Included
Seats & Seat Trim		
C	Cloth 40/20/40 Front Seat	Included
	Includes 2-way manual driver/passenger adjustment and armrest.	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: Troy Pfaff

11/17/2022

Rusty Eck Ford | 7310 E Kellogg Wichita Kansas | 67207

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 325

As Configured Vehicle (cont'd)

Code	Description	MSRP
Other Options		
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes auxiliary audio input jack.</i> <i>Includes:</i> <i>- SYNC 4</i> <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.</i>	Included
53B	Class IV Trailer Hitch Receiver <i>Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available).</i>	\$315.00
PAINT	Monotone Paint Application	STD
Fleet Options		
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
Emissions		
425	50 State Emissions	STD
Exterior Color		
YZ_01	Oxford White	N/C
Interior Color		
CS_01	Black w/Medium Dark Slate w/Cloth 40/20/40 Front Seat	N/C
SUBTOTAL		\$44,975.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Troy Pfaff
11/17/2022

Rusty Eck Ford | 7310 E Kellogg Wichita Kansas | 67207

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 325

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Destination Charge	\$1,795.00
	TOTAL	\$46,770.00

PRICE \$44,865.00

\$46,315ESTIMATED NET PRICE ^{S5}**\$787**PER MONTH FOR 60 MONTH FINANCE ^{S6}

Section XII, Item E.

PAINT ^{S4}

Oxford White

\$0

No Secondary Color

\$0

POWERTRAINS ^{S4}3.3L V6 PFDI Engine with Auto Start-Stop Technology and Flex-Fuel
Capability

\$0

4x4

\$0

Electronic Ten-Speed Automatic Transmission

\$0

3.73 Non-Limited Slip Axle Ratio

\$0

PACKAGES ^{S4}

XL Standard

\$0

XL Standard (101A) Discount

-\$750

Digitally generated image shown. Actual image may vary. See your dealer for details.

TCS UPFITTING A DIVISION OF TRAFFIC CONTROL SERVICES, INC.
405 N. CLEVELAND AVE.
WICHITA, KS 67214
316-448-0402 - FAX 316-448-0404
www.tcsupfitting.com



"QUOTE"

QUOTE DATE:	11/17/2022	YEAR:	2023	ESTIMATOR
AGENCY:	BELAIRE	MAKE:	FORD	BRIAN
ATTN:	JAY COOK	MODEL:	XL 150	
EMAIL:	0	CELL #:	-	
UNIT NUMBER:	0	FAX #:	0	

Quantity	Item Description	Units	Units Bid	Bid Amount
1	2023 FORD XL, CREW, 4 X 4 SHORT BED WITH 2.7 ECO BOOST, WHITE	EA	48,362.00	\$48,362.00

FORD HAS NOW REQUIRED A 2.7 ECO BOOST MOTOR 1,285.00 UPGRADE,
STX APPERANCE PACKAGE AT 2,585.00 UPGRADE & PUT BACK IN 1,228.00
DELIVERY CHARGE, THEY CONTINUE CHANGING THEIR REQUIREMENTS.

QUOTE TOTAL \$48,362.00

TCS's Authorized Signature

IF ALL IS AGREED, PLEASE SIGN BELOW AND FAX QUOTE BACK TO US AT 316-448-0404

Department's Authorized Signature

City of Bel Aire, Kansas

STAFF REPORT

DATE: November 30, 2022

TO: Ty Lasher, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: 45th Street Engineering Design



BACKGROUND:

The City Council has identified the need to hire a consulting engineer for the purpose of initiating the design of roadway improvements on 45th Street from Oliver to Woodlawn.

DISCUSSION:

The Mayor identified a selection committee, comprising of himself, Council Members Tyler Dehn and Greg Davied as well as the City Engineer, Anne Stephens. The selection committee reviewed proposals submitted by three engineering firms (Garver, MKEC and PEC) and conducted interviews with all three firms on Monday, November 21st.

FINANCIAL CONSIDERATIONS: The selection of the consulting engineer was based on qualifications. The fee discussion will begin following the approval of the Council on the selection of the Design Engineer.

RECOMENDATION: The selection committee felt that all three firms had strong attributes. PEC really highlighted their relationship and knowledge of the WAMPO funding process and their experience as the design engineers for numerous recent WAMPO projects. MKEC highlighted their experiences in Bel Aire and their work on the Woodlawn project and the lessons learned that they would like to put forth with the 45th Street project. Garver gave a strong presentation highlighting their involvement in the Woodlawn project, their master services agreement with the City and all of the subdivisions that they have designed for the City. In the end, it was the Selection Committee’s unanimous decision to recommend the selection of Garver as the Design Engineer for the 45th Street project.

City of Bel Aire, Kansas



STAFF REPORT

DATE: November 22, 2022
TO: Ty Lasher, City Manager
FROM: Anne Stephens, Public Works Director and City Engineer
RE: Paving Improvements for Skyview at Block 49 2nd

Proposal Focus:

Our Mission

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

Our Values

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

Current Situation:

The Developer is ready to continue the development of Skyview at Block 49 2nd.

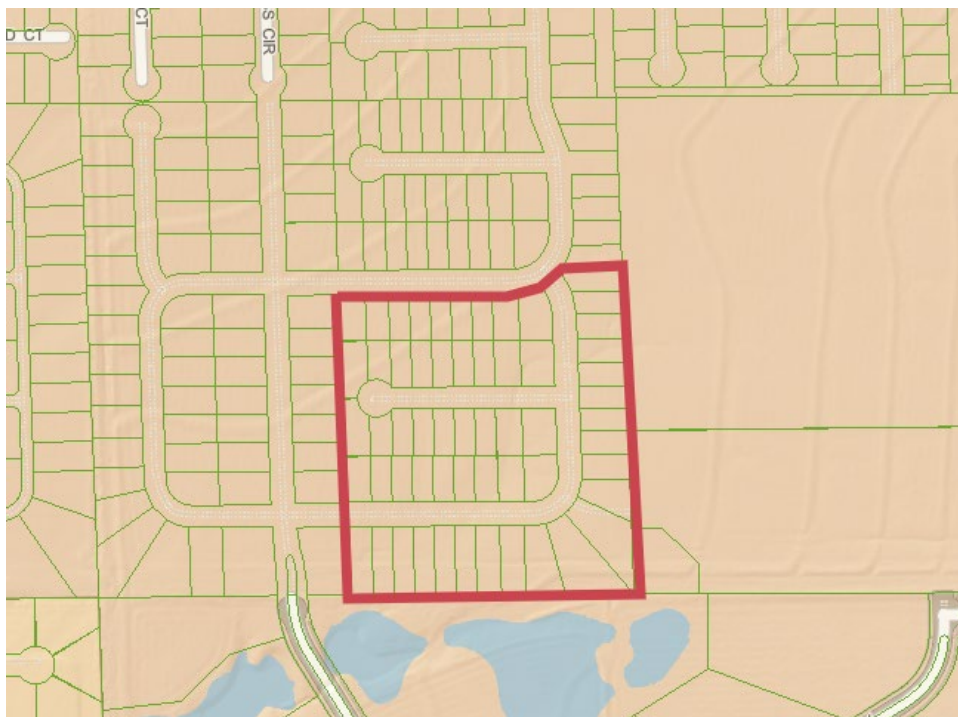
Goals:

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

Discussion:

Garver designed the paving improvements for Skyview at Block 49 2nd. Bids were accepted on November 22. Three contractors responded to the solicitation.

Contractor	
Engineering Estimate	\$336,070.00
Andale	\$361,000.00
Conspec (Kansas Paving)	\$295,294.70
Prado	\$343,120.00

**Financials:**

The cost of the improvements for Skyview at Block 49 2nd will be financed through a bond and spread as special assessments against the benefiting lots.

Recommendation:

Staff recommends that the City Council accept the bid from Conspec, Inc. (Kansas Paving) for \$295,294.70.

				Engineers Estimate		Contractor	Conspec INC	Contractor	Andale Construction	Contractor	Prado Construction
	Bid Item	Quan	Unit	Price	Extension	Price	Extension	Price	Extension	Price	Extension
1	Site Clearing	1	LS	\$ 955.00	\$ 955.00	\$ 48,000.00	\$ 48,000.00	\$ 14,897.50	\$ 14,897.50	\$ 31,000.00	\$ 31,000.00
2	Site Restoration	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 1,600.00	\$ 1,600.00	\$ 15,438.93	\$ 15,438.93	\$ 5,000.00	\$ 5,000.00
3	Excavation	692	cy	\$ 4.00	\$ 2,768.00	\$ 5.00	\$ 3,460.00	\$ 10.07	\$ 6,968.44	\$ 5.00	\$ 3,460.00
4	Concrete Pavement, 6" Fiber Reinforced	3964	sy	\$ 48.00	\$ 190,272.00	\$ 36.00	\$ 142,704.00	\$ 43.48	\$ 172,354.72	\$ 46.00	\$ 182,344.00
5	Conc. Valley Gutter Pavement, 7"	104	sy	\$ 58.00	\$ 6,032.00	\$ 60.00	\$ 6,240.00	\$ 120.76	\$ 12,559.04	\$ 50.00	\$ 5,200.00
6	Concrete Header	21	sy	\$ 100.00	\$ 2,100.00	\$ 60.00	\$ 1,260.00	\$ 32.61	\$ 684.81	\$ 50.00	\$ 1,050.00
7	Reinforced Crushed Rock Base, 5"	5001	sy	\$ 10.00	\$ 50,010.00	\$ 7.00	\$ 35,007.00	\$ 7.99	\$ 39,957.99	\$ 8.00	\$ 40,008.00
8	Curb & Gutter, Combined (3 5/8")	2310	lf	\$ 12.00	\$ 27,720.00	\$ 10.00	\$ 23,100.00	\$ 16.05	\$ 37,075.50	\$ 11.00	\$ 25,410.00
9	Curb, Monolithic (6 5/8")	63	lf	\$ 18.00	\$ 1,134.00	\$ 2.00	\$ 126.00	\$ 25.65	\$ 1,615.95	\$ 3.00	\$ 189.00
10	Wheelchair Ramp	2	ea	\$ 500.00	\$ 1,000.00	\$ 600.00	\$ 1,200.00	\$ 757.50	\$ 1,515.00	\$ 700.00	\$ 1,400.00
11	Sidewalk, 6" Concrete (AE)	5163	sf	\$ 5.00	\$ 25,815.00	\$ 3.00	\$ 15,489.00	\$ 4.25	\$ 21,942.75	\$ 4.00	\$ 20,652.00
12	Sawcut/Remove Concrete Sidewalk	1	ls	\$ 1,500.00	\$ 1,500.00	\$ 200.00	\$ 200.00	\$ 627.46	\$ 627.46	\$ 500.00	\$ 500.00
13	Sawcut/Remove Concrete Pavement	1	ls	\$ 1,500.00	\$ 1,500.00	\$ 200.00	\$ 200.00	\$ 1,030.20	\$ 1,030.20	\$ 500.00	\$ 500.00
14	AB3 (5" Depth) Turnaround	406	sy	\$ 15.00	\$ 6,090.00	\$ 9.00	\$ 3,654.00	\$ 14.26	\$ 5,789.56	\$ 12.00	\$ 4,872.00
15	Inlet Hookup	2	ea	\$ 350.00	\$ 700.00	\$ 500.00	\$ 1,000.00	\$ 606.00	\$ 1,212.00	\$ 400.00	\$ 800.00
16	Inlet Underdrain	40	lf	\$ 20.00	\$ 800.00	\$ 1.00	\$ 40.00	\$ 28.03	\$ 1,121.20	\$ 10.00	\$ 400.00
17	Maintain Existing BMP's	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 100.00	\$ 100.00	\$ 312.09	\$ 312.09	\$ 50.00	\$ 50.00
18	BMP, Curb Inlet Protection	2	ea	\$ 50.00	\$ 100.00	\$ 0.10	\$ 0.20	\$ 72.82	\$ 145.64	\$ 70.00	\$ 140.00
19	BMP, Erosion Control Blanket	2145	sy	\$ 1.20	\$ 2,574.00	\$ 0.10	\$ 214.50	\$ 0.99	\$ 2,123.55	\$ 1.00	\$ 2,145.00
20	Project Signage	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,700.00	\$ 1,700.00	\$ 3,943.78	\$ 3,943.78	\$ 1,000.00	\$ 1,000.00
21	Project Seeding	1	LS	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,912.84	\$ 2,912.84	\$ 3,000.00	\$ 3,000.00
22	Contractor Provided Testing	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,641.05	\$ 3,641.05	\$ 4,000.00	\$ 4,000.00
23	Subgrade Manipulation	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 13,130.00	\$ 13,130.00	\$ 10,000.00	\$ 10,000.00
				Total	\$ 336,070.00	Total	\$ 295,294.70	Total	\$ 361,000.00	Total	\$ 343,120.00

City of Bel Aire, Kansas

STAFF REPORT

DATE: November 30, 2022

TO: Ty Lasher, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: Homestead Senior Landing Water Main Bids



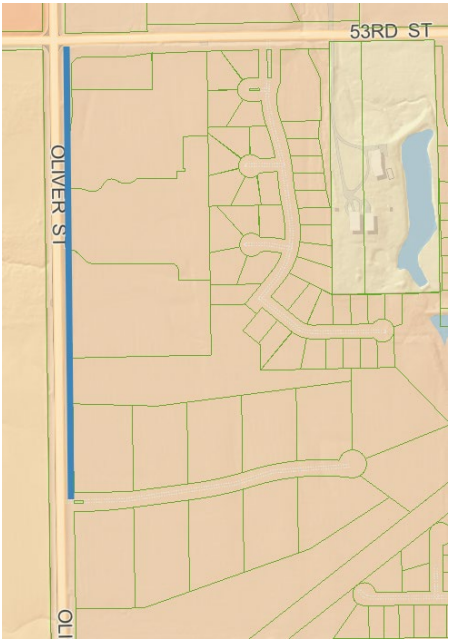
BACKGROUND:

The Developer of Homestead Senior Landing is ready to proceed with water main improvements to serve their development.

DISCUSSION:

Baughman worked with the Developer to design the water main to serve Homestead Senior Landing and connect to the existing water main serving the Prairie Preserve. Bids were accepted on November 17th for the project. Three contractors responded to the solicitation.

Contractor	
Engineer's Estimate	\$245,215.00
Dondlinger	\$254,384.50
Mies	\$239,535.00
Nowak	\$281,814.00



FINANCIAL CONSIDERATIONS: 75% of the cost of the improvements for these projects will be financed through a bond and spread as special assessments against the benefiting lots. The remaining 25% of the cost will be paid for through the water fund since the line serves to close the loop between the

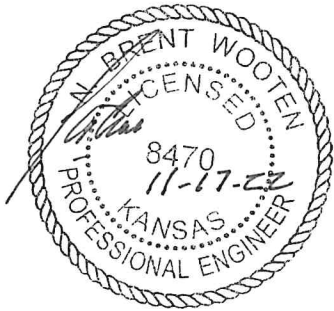
Homestead Senior Landing Development and the Prairie Preserve Development, which improves water flow and quality for the City as a whole.

POLICY DECISION: Staff adhered to the purchasing policy in gathering a minimum of three bids for the project.

RECOMENDATION: Staff recommends that the City Council accept the bid from Mies Construction for \$239,535.00.

TABULATION OF BIDS
HOMESTEAD SENIOR LANDING ADDITION
BEL AIRE, KANSAS
12" Water Main Improvements
Bid Date: November 17th, 2022

12" Water Main Improvements Project			Engineer's Estimate		Nowak Construction Co., Inc.		Dondlinger & Sons Construction Co., Inc.		Mies Construction, Inc.	
Bid Items:	Quantities	Unit	Bid Price	Total	Bid Price	Total	Bid Price	Total	Bid Price	Total
12" Pipe, PVC	1,411	L.F.	\$115.00	\$162,265.00	\$110.00	\$155,210.00	\$129.50	\$182,724.50	\$98.00	\$138,278.00
12" Pipe, DICT	9	L.F.	\$150.00	\$1,350.00	\$350.00	\$3,150.00	\$200.00	\$1,800.00	\$660.00	\$5,940.00
8" Pipe, DICT	10	L.F.	\$100.00	\$1,000.00	\$200.00	\$2,000.00	\$180.00	\$1,800.00	\$160.00	\$1,600.00
24" Casing Pipe	96	L.F.	\$400.00	\$38,400.00	\$575.00	\$55,200.00	\$310.00	\$29,760.00	\$590.00	\$56,640.00
Fire Hydrant	1	Ea.	\$4,800.00	\$4,800.00	\$6,700.00	\$6,700.00	\$6,500.00	\$6,500.00	\$7,075.00	\$7,075.00
12" Anchor Gate Valve	1	Ea.	\$3,500.00	\$3,500.00	\$5,200.00	\$5,200.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00
12" Valve	2	Ea.	\$3,000.00	\$6,000.00	\$4,200.00	\$8,400.00	\$3,000.00	\$6,000.00	\$4,000.00	\$8,000.00
8" Valve	2	Ea.	\$1,600.00	\$3,200.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$2,150.00	\$4,300.00
2" Blow-off	1	Ea.	\$700.00	\$700.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00	\$1,600.00	\$1,600.00
Erosion Control	1	L.S.	\$2,000.00	\$2,000.00	\$1,080.00	\$1,080.00	\$2,500.00	\$2,500.00	\$25.00	\$25.00
Seeding	1	L.S.	\$2,000.00	\$2,000.00	\$3,374.00	\$3,374.00	\$4,000.00	\$4,000.00	\$25.00	\$25.00
Site Clearing and Restoration	1	L.S.	\$20,000.00	\$20,000.00	\$35,000.00	\$35,000.00	\$9,000.00	\$9,000.00	\$11,052.00	\$11,052.00
TOTAL BASE BID			\$245,215.00		\$281,814.00		\$254,384.50		\$239,535.00	





MINUTES
PLANNING COMMISSION
 7651 E. Central Park Ave, Bel Aire, KS
 August 23, 2022 6:30 PM



I. Call to Order

II. Roll Call

James Schmidt, John Charleston, David Floyd, Phillip Jordan, and Dee Roths. Heath Travnichuk and Paul Matzek were absent.

Also present were City Engineer, Anne Stephens, Director of Planning and Community Development, Jay Cook, City Attorney, Jaqueline Kelly, and Code Enforcement Officer, Garrett Wichman

III. Pledge of Allegiance to the Flag – Chairman Schmidt led the Pledge of Allegiance.

IV. Consent Agenda

A. Approval of Minutes from Previous Meeting

Motion: Chairman Schmidt moved to approve the minutes of July 14th, 2022. Commissioner Dee Roths seconded the motion. *Motion carried 5-0*

V. Old Business/New Business

A. PUD-22-01. Proposed changing partial zoning within the current PUD to allow R-6 multifamily housing (Arthur Heights PUD)

Chairman Schmidt opened the public hearing. Planning Commission reviewed the applicants request to change the current PUD to allow R-6 multi-family zoning for Arthur Heights. This property is located immediately west of the northwest corner of 45th and Woodlawn. Ken Lee of Garver, LLC was present to represent the property owner, Russ Relph to discuss the application. Mr. Lee spoke to some of the requests that were previously made by the Planning Commission regarding amendments to the original application that was tabled at the previous Planning Commission meeting.

Following this discussion, Chairman Schmidt opened the floor to residents and allotted each resident with three (3) minutes to express grievances, concerns, or support. The Planning Commission also allowed Mr. Lee to address these concerns after all residents spoke.

The first to speak was Dennis McCallum, 4650 N Hillcrest, spoke to sharing 150 feet of shared property line with the PUD and stated that he was worried about his property value dropping and the possibility of more calls to the Bel Aire Police

Department. Another concern was the drainage issue on his property and the concern that adding this development may increase said water issues. Mr. McCallum also provided photographs which shows the current water/drainage issues on his property.

The next to speak was Carol Russell, 6218 E 45th St. Her concern was with the trees that would abut her property line as screening and the possibility of children running in and out of the tree line. She was also concerned with individuals hiding in said trees to attack her on her way home.

The last citizen to voice concern was Gary Jantz, 6200 E 45th St N, had concerns about the density of the PUD and the possible fire event that could take place. He was also concerned with the setbacks from the property lines proposed. Concern also arose regarding the gas pipeline on the southern portion of the property. He stated feeling violated by loss of privacy and stolen property due to lowering property values.

No other citizens requested to speak. Chairman James Schmidt closed public hearing.

Following the public hearing, Planning Commission considered the evidence and discussed the following factors based on the Criteria for Review established in section 5.02 (D) of the Zoning Regulation. A significant amount of discussion circled around factors commonly known as the Golden Factors, below are notes of *some* of the Golden Factors discussion: the character of the neighborhood, zoning uses of nearby property, suitability of the property for the uses to which it is restricted, the extent to which removal of the restrictions will detrimentally affect nearby property and the length of time the subject property has remained vacant as zoned.

MOTION: Commissioner Phillip Jordan made a motion to recommend change to the partial zoning within the current PUD to allow R-6 multi-family housing with the condition of default eight (8) foot fence or appropriate screening as otherwise mutually agreed upon with neighboring properties. David Floyd seconded the motion. *Motion carried 5-0.*

- B. **ZON-22-05 Rezoning:** Approximately 71 acres zoned AG to M-1 Industrial. Currently used as farmland. Was recently annexed into city. (Located at the southwest corner of HWY 254 and Webb Rd.)

Chairman Schmidt opened the public hearing to the residents and allotted each with three (3) minutes to express grievances, concerns, or support.

Franklin Vespa, owner of the property directly east of the application, spoke with concerns for the rezoning. He stated that he would not have purchased his property if he had known an industrial zone would be allowed next to his property. He has concerns for lowering property values, increase in crime, excessive noise and lighting, and environmental issues.

No other citizens requested to speak. Chairman James Schmidt closed public hearing.

After hearing concerns, the Planning Commission discussed the zoning change to the south of the property becoming residential. It was also stated that M-1 Industrial zoning would require a PUD and that the residential area to the south should be taken into consideration when that arises. There was discussion as to ideas that the developer may have in mind for the property from a PowerPoint showed to the Planning Commission in a previous meeting. Questions were asked regarding the airspace from Jabara airport. The attorney explained that, in communication with the airport, Jabara would not be opposed to any rezoning or changes as long as it did not affect the airspace around their property.

MOTION: Chairman Schmidt recommend the request to rezone certain recently annexed property at the southwest corner of Hwy 254 and Webb Rd. containing approximately 71 acres from AG to M-1 Industrial use without changes or conditions. David Floyd seconded the motion. *Motion carried 5-0.*

VI. Staff Reports

Director Report

Director Jay Cook recommended for the commission to utilize the planning and zoning department.

VII. Next Meeting: Thursday, September 8th at 6:30 PM

After brief discussion the Planning Commission agreed upon September 8, 2022, at 6:30 p.m.

MOTION: Chairman Schmidt approved the next meeting date to September 8, 2022, at 6:30 p.m. Commissioner David Floyd seconded the motion. *Motion carried 5-0.*

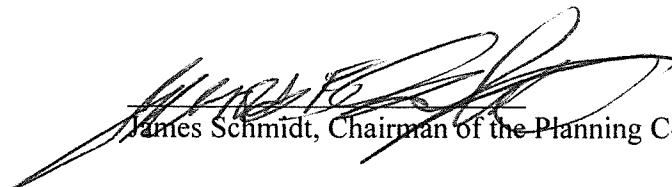
VIII. ADJOURNMENT

MOTION: Chairman Schmidt made a motion to adjourn the meeting. Commissioner John Charleston seconded the motion. *Motion carried 5-0.*

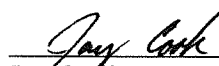
Planning Commission - August 23, 2022

Page 2 of 2

Approved by the Planning Commission this 10 day of NOVEMBER, 2022.


James Schmidt, Chairman of the Planning Commission

ATTEST:


Jay Cook, Secretary of the Planning Commission



MINUTES
PLANNING COMMISSION
7651 E. Central Park Ave, Bel Aire, KS
October 13, 2022 6:30 PM



I. Call to Order

II. Roll Call

James Schmidt, John Charleston, David Floyd, Phillip Jordan, Dee Roths, Heath Travnichuk. Paul Matzek was absent.

Also present were, Planning Commission Secretary, Jay Cook, and Code Enforcement Officer, Garrett Wichman.

III. Pledge of Allegiance to the Flag – Chairman Schmidt led the Pledge of Allegiance.

IV. Consent Agenda

A. **Approval of Minutes from Previous Meeting**

Motion: Commissioner Floyd made a motion to defer the minutes of August 23, 2022. Commissioner Jordan seconded the motion. *Motion carried 6-0*

B. **Approval of the 2023 Meeting Dates and Time**

Motion: Chairman Schmidt made a motion to approve the Meeting Dates and Time for 2023. Commissioner Roths seconded the motion. *Motion carried 6-0*

V. Staff Reports

Director Report

Director Jay Cook recommended for the commission to discuss reviewing and updating the comprehensive development plan and to make sure that it is very concise. Jay Cook has spoken to a few agencies that develop the comprehensive plan to have them produce a scope of services in place for the City of Bel Aire and would like for the Planning Commission to act as the steering committee for the project.

It was asked by Director Jay Cook to the commission if they would like to be more in control of writing the development plan or have an outside agency complete the process with necessary guidance from the Commission. Chairman Schmidt would like for a plan to be presented to them to review. Commissioner Jordan also recommended a kick-off meeting to all get together to have an understanding of the data presented once a workshop has been completed.

Commissioner Travnichuk voiced his opinion on the process that should take place and the way in which the meetings with the outside agency should proceed. Stating the idea of an initial workshop with the agency, a kickoff meeting, and the need for periodic updates from the agency.

The Planning Commission decided to allow staff to receive bids for the project, pick the most economical agency and assist the agency as needed while the Commissions acts as a steering committee for the project.

VI. Next Meeting: Thursday, November 10th at 6:30 PM

After brief discussion the Planning Commission agreed upon November 10, 2022, at 6:30 p.m.

MOTION: Commissioner Roths made a motion to approve the next meeting date of November 10, 2022, at 6:30 p.m. Commissioner Charleston seconded the motion. ***Motion carried 6-0.***

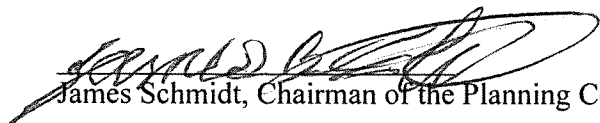
VII. ADJOURNMENT

MOTION: Commissioner Charleston made a motion to adjourn the meeting. Commissioner Roths seconded the motion. ***Motion carried 6-0.***

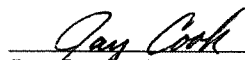
Planning Commission - October 13, 2022

Page 2 of 2

Approved by the Planning Commission this 10 day of NOVEMBER, 2022.


James Schmidt, Chairman of the Planning Commission

ATTEST:


Jay Cook, Secretary of the Planning Commission

MANAGERS REPORT



DATE: December 1, 2022
TO: Mayor Benage and City Council
FROM: Ty Lasher, City Manager
RE: December 6, 2022 Agenda

Consent Agenda (Item VI)

The consent agenda contains only the Minutes of the November 15, 2022 City Council meeting.

Appropriations Ordinance (Item VII)

This reporting period includes two payroll periods. Expenses include \$1,152,487 in bonded project expenses. An expense to Boyd Group for F450 repairs was offset by an insurance claim check received by the city. The GIS Workshop expense of \$20,266 is the annual software subscription for payroll, accounts payable and utility billing modules. Burns and McDonnell was paid \$74,082 for the water/wastewater facility evaluation and was split between the water and wastewater expense funds.

Public Hearing - 2022 Budget Amendment (Item IX)

The purpose of this public hearing is to hear any concerns of taxpayers and other interested parties relating to the proposed amended use of funds. A Notice of Hearing was published in the *Ark Valley News*, per state statute.

2022 Budget Amendment (Item A)

Once a budget has been adopted, expenses cannot increase above the published amounts. If expenses exceed that adopted amount, a budget amendment must be approved. This process requires a public hearing and governing body approval. Due to the items outlined in Ted's report, expenses in the water, sewer and general funds will exceed the published amount. All of these expenses were discussed and approved by the Council. Each fund has received revenues in excess of budgeted amounts and have substantial reserves. There are no financial concerns but simply needed to meet state requirements.

Ordinance Amending Winkley Addition C-2 Commercial PUD (Item B)

The Council approved changes to the Winkley PUD back in August of this year authorizing the reduction of building setbacks, removing certain screening requirements, and allowing the property owner to install a fuel tank storage

area onsite. Since the original PUD was granted by ordinance, these changes must be approved by ordinance as well. The Ordinance now comes before Council for approval.

Master Plan for Bel Aire Rec, Bel Aire Park & Central Park (Item C)

The Bel Aire Recreation Complex has never had a formal master plan. Over the years the current outdoor Rec Complex components were built by forward-thinking volunteers, governing bodies, and staff, without the benefit of adequate budgeting, engineering, and professional design. As a result outdoor ADA access is minimal. Bel Aire Park is the oldest park and has been updated several times. It was originally built when the city was an improvement district. Currently the tennis court surface is dilapidated, and the park will soon be expanding due to the current Woodlawn expansion. Central Park is the newest park in the city and discussions are underway to repurpose/expand its components, including possibly adding pickleball courts funded by a local developer. Staff contacted several firms to provide proposals to create/update master plans for the Rec Complex and Bel Aire Park. The request was later revised to include updating Central Park's master plan. Three firms responded to the RFP, with Landworks Studio being the lowest cost. Staff recommends accepting the proposal submitted by Landworks Studio for \$19,210.

Quote for 2022 Sidewalk Repair Program (Item D)

For the second year of the program, City Council approved \$15,000 for the 2022 Sidewalk Repair Program. The program is aimed at improving sidewalk safety and helping homeowners make repairs that might otherwise be outside of their budgets. Bundling the repairs in the program enables possible cost-savings through competitive bidding. The grant program was advertised on the City's website and social media platforms. Code Enforcement also enclosed a program application with all Courtesy Letters sent for dangerous or defective sidewalks. Requests for 20 repairs were received through the application. Of the twenty, 15 were code violation cases that were reported to the homeowner. Three concrete contractors were asked for a quote with two returning bids. Staff recommends Council accept the bid from Ruiz Concrete in the amount of \$12,608.

New Truck Quote For Building Inspections (Item E)

The Community Development Department currently has two vehicles that are used for Code Enforcement and Building Inspections. The current building inspections vehicle is a 2007 Chevrolet Silverado that gets greater-than-normal wear from the demands of the job: frequent starts, long idling periods and driving in unpaved areas. At the November 15th meeting, Council approved a quote in the amount not-to-exceed \$45,000 from TCS for a 3.3L V6 4X4 Ford

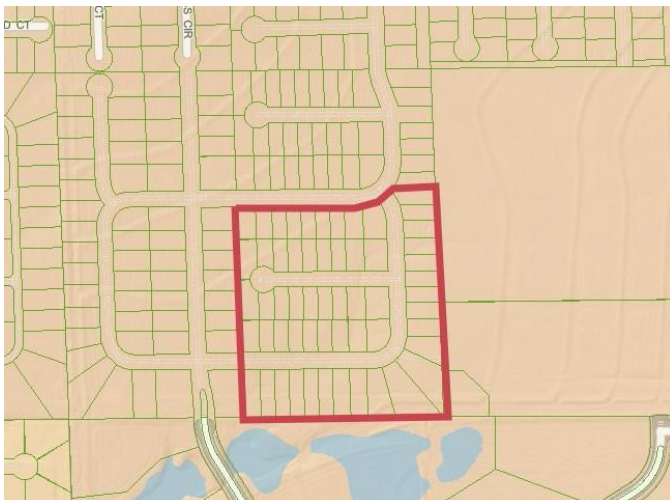
F-150 Crew Cab. Unfortunately, when TCS contacted Ford to order the vehicle, they were told that certain discounts are no longer being offered to public entities; meaning that TCS cannot provide the vehicle at the price Council approved. Revised quotes were obtained by staff from the same dealers and they come before you now for final consideration. Staff recommends accepting the quote from Rusty Eck Ford in the amount of \$44,865 as their bid is close to the original approval.

Committee Recommendation for Design Engineer, 45th Street (Item F)

Council instructed staff to solicit Request for Qualifications for the redesign of 45th street from Oliver to Woodlawn. Engineering design must be completed prior to construction and aids the city when applying for funding through WAMPO and other means. The Design Engineer will determine the lane needs and then create a final design for 45th street from Oliver to Woodlawn. Mayor Benage appointed himself, City Engineer Anne Stephens, Councilmember Tyler Dehn and Councilmember Greg Davied to the Selection Committee for choosing the project's Design Engineer. Three firms responded to the Request for Proposal. The committee held interviews with the three firms on November 21st. After the interviews, the committee recommended that Garver be selected as the Design Engineer for the project. The recommendation now comes before Council for final approval.

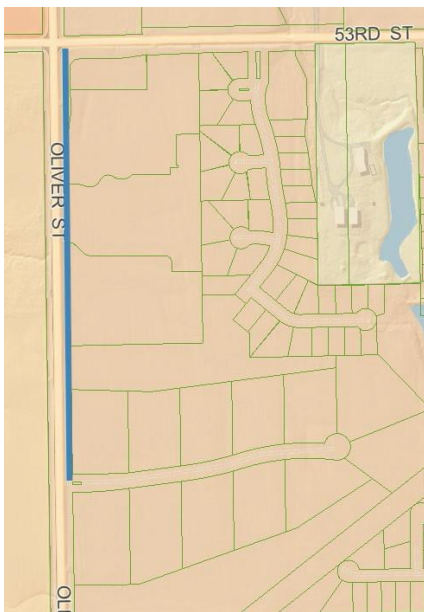
Bid for Skyview 2nd Paving Improvements (Item G)

The Developer of Skyview at Block 49 second is ready to continue with paving improvements. These improvements will ultimately be bonded and spread as special assessments against the benefitting lots. Garver designed the paving improvements. Three contractors submitted bids, with Conspec (dba Kansas Paving) being the low bidder. Staff recommends Council accept the bid from Conspec (Kansas Paving) in the amount not-to-exceed \$295,294.70.



Bid for Homestead Senior Landing Water Main (Item H)

The Developer of Homestead Senior Landing is ready to proceed with water main improvements. Seventy-five percent (75%) of the cost of the improvements for these projects will be financed through a bond and spread as special assessments against the benefiting lots. The remaining 25% of the cost will be paid for through the water fund since the line also serves to close the loop between Homestead Senior Landing Development and Prairie Preserve Development, which improves water flow and quality for the City as a whole. Baughman worked with the Developer to design the water main and connection to the existing water main. Three contractors submitted bids, with Mies Construction being the low bidder. Staff recommends that Council accept the bid from Mies Construction for \$239,535.00.



Executive Session (Item XII)

A 45 minute executive session is requested by staff.

Discussion And Future Issues (Item XIV)

The regular workshop for this month will be on December 13th at 6:30 pm. Topics include Woodlawn / KDOT street projects, capital projects wish list and proclamations.