



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
September 03, 2024 7:00 PM



I. CALL TO ORDER: Mayor Jim Benage

II. ROLL CALL

Greg Davied ____ Tyler Dehn ____ Emily Hamburg ____
Tom Schmitz ____ 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 August 20, 2024 City Council meeting.**

B. Confirmation of the Mayor's appointment of Sharon Armbrister to the Bel Aire Tree Board. The term of office will expire on 9/01/2028.

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 No. 24-16 in the amount of \$398,080.87.**

Action: Motion to (approve / deny / table) Appropriations Ordinance No. 24-16.

Motion ____ Second ____ Vote ____

VIII. CITY REQUESTED APPEARANCES

A. Bel Aire Lions Club and Tree Board representatives

B. 2025 Budget Overview - Barry Smith, Director of Finance

IX. PUBLIC HEARING

- A. Revenue Neutral Rate - The purpose of the public hearing is to give property owners and other interested parties the opportunity to speak on exceeding the Revenue Neutral Rate of 38.764 mills.**

Action: Motion to close the public hearing.

Motion _____ Second _____ Vote _____

- B. Consideration of A Resolution Of The City Of Bel Aire, Kansas To Levy A Property Tax Rate Exceeding The Revenue Neutral Rate.**

Action: Motion to (approve/ deny / table) A Resolution Of The City Of Bel Aire, Kansas To Levy A Property Tax Rate Exceeding The Revenue Neutral Rate and authorize the Mayor to sign.

Motion _____ Second _____ Roll Call Vote:

Greg Davied _____ Tyler Dehn _____ Emily Hamburg _____

Tom Schmitz _____ John Welch _____

- C. 2025 City of Bel Aire Budget - The purpose of the public hearing is to give property owners and other interested parties the opportunity to speak on the proposed 2025 City of Bel Aire Budget.**

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 Approving the 2025 City of Bel Aire Budget.**

Action: Motion to (approve / deny / table) the 2025 City of Bel Aire Budget as (presented/ amended) and authorize all required signatures.

Motion _____ Second _____ Vote _____

B. Consideration of an Agreement with Baughman for the Design, Construction Staking and Construction Administration and Observation Services for the Chapel Landing 6th water, sanitary sewer, drainage and street projects in the amount of \$248,800, Not to Exceed.

Action: Motion to (accept / deny / table) the Agreement with Baughman for the Design, Construction Staking and Construction Administration and Observation Services for the Chapel Landing 6th water, sanitary sewer, drainage and street projects in the amount of \$248,800, Not to Exceed and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

C. Consideration of a Contract for Equipment Purchase between City of Bel Aire and Kansas Golf and Turf (New Lawnmower).

Action: Motion to (accept / deny / table) the Contract for Equipment Purchase between City of Bel Aire and Kansas Golf and Turf (New Lawnmower) and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

D. Consideration of a Contract for Equipment Purchase and Service between City of Bel Aire and JCI Industries, Inc. (new grinder pump and installation).

Action: Motion to (accept / deny / table) the Contract for Equipment Purchase and Service between City of Bel Aire and JCI Industries, Inc. (new grinder pump and installation) and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

XIII. EXECUTIVE SESSION

A. Executive Session, Woodlawn Roadway Project

Action: Motion to recess into executive session to discuss with legal counsel and receive legal advice related to the Woodlawn Roadway Project. The discussion will be pursuant to K.S.A. 75-4319 (b)(2) for legal consultation with the City Attorney which would be deemed privileged in the attorney-client relationship. Invite the City Manager, City Attorney, City Engineer, and Neil Gosch. The meeting will be for a period of (_____) minutes, and the open meeting will resume in City Council Chambers at (_____) p.m.

Motion _____ Second _____ Vote _____

XIV. DISCUSSION AND FUTURE ISSUES

A. City Council Workshop - September 10, 2024 at 6:30 pm?

XV. ADJOURNMENT

Action: Motion to adjourn.

Motion _____ Second _____ Vote _____

Additional Attachments:

A. Public Works Report - July 2024

B. Manager's Report - September 3, 2024

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. Video of this meeting can be streamed at www.belaireks.gov and on YouTube. Please make sure all cell phones and other electronics are turned off and put away.



MINUTES
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
August 20, 2024 7:00 PM



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

II. ROLL CALL

Present were Councilmembers Greg Davied, Tyler Dehn, Emily Hamburg, Tom Schmitz, John Welch.

Also present were City Manager Ted Henry, City Attorney Maria Schrock, City Engineer Anne Stephens, Director of Finance Barry Smith, and City Clerk Melissa Krehbiel.

III. OPENING PRAYER: Father Andrew Labenz 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. Approval of Minutes of the August 6, 2024 City Council meeting.**
- B. Approve the use of the Central Park Sidewalk Fund (within the Capital Improvement Reserve Fund) to allocate \$16,147 for sidewalk installations in Central Park.**
- C. Accept a Revised Phase 1 Sanitary Sewer Petition for Chapel Landing 5th.**
- D. Adopt A Resolution Determining The Advisability Of The Making Of Certain Internal Improvements In The City Of Bel Aire; Making Certain Findings With Respect Thereto; And Authorizing And Providing For The Making Of The Improvements In Accordance With Such Findings (Sanitary Sewer Improvements/Chapel Landing 5th Addition-Phase 1); And Amending, Restating And Repealing Resolution No. R-22-35.**

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

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 24-15 in the amount of \$397,591.30.

MOTION: Councilmember Dehn moved to approve Appropriations Ordinance No. 24-15. Councilmember Davied seconded the motion. *Motion carried 5-0.*

VIII. CITY REQUESTED APPEARANCES

A. Aaron Maxwell, President - Bel Aire Chamber of Commerce Report

Mr. Maxwell gave a quarterly report on the Chamber's activities and stood for questions.

IX. CITIZEN CONCERNS

Bruce Roepke, 4300 N Rushwood Circle, spoke about the "Live Vac" device for choking, and the Great Cycle Challenge fundraiser.

X. REPORTS

A. Council Member Reports

Councilmember Hamburg reported that the next park cleanup will be at Eagle Lake Park on Saturday, August 31st from 9 a.m. to 10 a.m.; citizen participation may be credited toward an annual report to KDHE regarding pollution prevention. She encouraged citizens to keep up the good work at lowering water usage: a recent report from Public Works showed a decrease in water usage.

Councilmember Dehn reported on the most recent meeting of the K-254 Strategic Planning Committee. He noted that there have been recent traffic problems with Isely Elementary's new pick-up/drop-off system and he urged drivers to be extra careful of busses, and pedestrian and bicycle traffic.

B. Mayor's Report

Mayor Benage met with several local city officials (both elected and non-elected personnel) to review the 2025 Legislative Agenda from the League of Kansas Municipalities (LKM). He also reported on the most recent meeting of the WAMPO Transportation Policy Body (TPB). WAMPO needs volunteers for a bicycle and pedestrian count: interested individuals should contact Dora Gallow at WAMPO or see their website at www.WAMPO.org. Mayor Benage noted the passing of local retired pastor John Barkett, shared some memories of Pastor Barkett, and asked for prayers for him and his family. The City is currently in need of volunteer clergy to provide prayers at City Council meetings: interested individuals should contact the City Clerk.

C. City Attorney Report

City Attorney Maria Schrock briefly reported on the 2024 Kansas Environmental Conference on August 6th and on the recent ballot question regarding the City's Charter Ordinance No 25. A majority of votes were cast in favor of the Charter Ordinance, which exempts the City from

Kansas statute relating to the official City newspaper. A Resolution will be presented to City Council in September that will formally designate the City’s website as the official publication.

D. City Manager Report

City Manager Ted Henry reported on the proposed mill levy and briefly reviewed recent data from City services including building permits, code enforcement, utility billing, and recreation programs. He noted that National Night Out will be hosted by the Police Department at City Hall on September 7th from 4 p.m. to 8 p.m.

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

- A. Consideration of approving the 2025 City of Bel Aire notice of hearing to exceed the revenue neutral rate and budget hearing for publication and establish a public hearing to exceed the revenue neutral rate and a public hearing on the budget at the Regular City Council meeting on September 3rd, 2024 at 7:00 p.m.**

Director of Finance Barry Smith noted that an error had been amended to reflect interest payments on Bonds.

MOTION: Councilmember Davied moved to approve the City of Bel Aire 2025 notice to exceed the revenue neutral rate and budget hearing as amended for publication and schedule a public hearing to exceed the revenue neutral rate and a public hearing on the budget at the Regular City Council meeting on September 3rd, 2024 at 7:00 p.m. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

- B. Consideration of an Agreement with Schaefer Architecture for owner architectural and engineering services for the City of Bel Aire New Public Works Facility Project.**

MOTION: Councilmember Hamburg moved to approve the agreement with Schaefer Architecture for owner architectural and engineering services for the City of Bel Aire New Public Works Facility Project, with a total cost not to exceed 6.5% of the anticipated project cost range of \$5,000,000 to \$7,990,000. Also, to approve the additional services listed inside the agreement for survey, civil engineering, and landscape design with costs not to exceed \$55,500 and authorize the Mayor to sign. Councilmember Welch seconded the motion. *Motion carried 5-0.*

- C. Consideration of accepting a bid for the Water and Sanitary Sewer Improvements for Chapel Landing 5th. Four bids were received:**

	<u>Engineer’s Est.</u>	<u>Dondlinger</u>	<u>Mies</u>	<u>Nowak</u>	<u>Wildcat</u>
<u>Water</u>	\$270,180.00	\$250,433.00	\$268,256.00	\$251,702.50	\$296,349.70
<u>Sewer</u>	\$340,811.50	\$433,624.90	\$416,515.90	\$483,876.90	\$576,963.10
<u>Total</u>	\$610,991.50	\$684,057.90	\$684,771.90	\$735,579.40	\$873,312.80

MOTION: Councilmember Davied moved to accept the bid from Dondlinger in the amount of \$684,057.90 for the Water and Sanitary Sewer Improvements for Chapel Landing 5th and authorize the Mayor to sign all related documents. Councilmember

Schmitz seconded the motion. ***Motion carried 4-0-1*** with Councilmember Dehn abstaining from the vote.

D. Consideration of accepting a bid for 2024 Pavement Marking Project. One bid was received:

<u>Company</u>	<u>Total</u>
Cillessen	\$84,561.30
<i>Engineer's Estimate</i>	<i>\$156,459.60</i>

MOTION: Councilmember Dehn moved to accept the bid from Cillessen in the amount of \$84,561.30 for Pavement Marking and authorize the Mayor to sign all related documents. Councilmember Hamburg seconded the motion. ***Motion carried 5-0.***

E. Consideration of Selecting a Proposal for Sanitary Sewer Service Installation in Bristol Hollows Phase 1. Three proposals were received:

<u>Company</u>	<u>Total</u>
Utility Solutions	\$10,753.20
Mies	\$53,235.00
McCullough	\$20,528.00

MOTION: Councilmember Welch moved to accept the Proposal from Utility Solutions in the amount not to exceed \$10,753.20 for Sanitary Sewer Service Installation in Bristol Hollows Phase 1 and authorize the Mayor to sign all related documents. Councilmember Schmitz seconded the motion. ***Motion carried 5-0.***

F. Consideration of an Ordinance amending Ordinance No. 387 Water Drought/Emergency for the purpose of updating mandatory water restrictions and stage triggers.

MOTION: Councilmember Hamburg moved to approve the ordinance amending Ordinance No. 387 and authorize the Mayor to sign. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

G. Consideration of an updated Municipal Water Conservation Plan for the City of Bel Aire, with proposed revisions from Bel Aire Staff and Utility Advisory Committee. It has been submitted to the City of Wichita for approval, in accordance with the Wholesale Water Sales Agreement of 11/20/07.

MOTION: Councilmember Welch moved to adopt the Municipal Water Conservation Plan, updated: August 14, 2024 as presented, authorize the Mayor to sign, and City Attorney to submit this plan to the City of Wichita. Councilmember Davied seconded the motion. ***Motion carried 4-1*** with Councilmember Schmitz voting against the motion.

H. Consideration of electing three (3) voting delegates to the League of Kansas Municipalities Annual Business Meeting and Convention of Voting Delegates on Saturday, October 12, 2024.

MOTION: Councilmember Welch moved to elect Ted Henry, Greg Davied, and Jim Benage as Bel Aire Voting Delegates to the League of Kansas Municipalities Annual Business Meeting and Convention of Voting Delegates on Saturday, October 12, 2024. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

I. Consideration of electing three (3) alternate voting delegates to the League of Kansas Municipalities Annual Business Meeting and Convention of Voting Delegates on Saturday, October 12, 2024.

MOTION: Councilmember Welch moved to elect Barry Smith and Tom Schmitz as Bel Aire Alternate Voting Delegates to the League of Kansas Municipalities Annual Business Meeting and Convention of Voting Delegates on Saturday, October 12, 2024. Councilmember Davied seconded the motion. *Motion carried 5-0.*

XII. EXECUTIVE SESSION

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

Executive Session: Legal advice related to the Woodlawn Roadway Project

MOTION: Councilmember Dehn moved to recess into executive session to discuss with legal counsel and receive legal advice related to the Woodlawn Roadway Project. The discussion will be pursuant to K.S.A. 75-4319 (b)(2) for legal consultation with the City Attorney which would be deemed privileged in the attorney-client relationship. Invite the City Manager, City Attorney, City Engineer, Neil Gosch, and Mike Kelsey. The meeting will be for a period of 30 minutes, and the open meeting will resume in City Council Chambers at 9:03 p.m. Councilmember Welch seconded the motion. *Motion carried 5-0.*

The Council then held an executive session. At 9:04 p.m. Mayor Benage called the meeting back to order in open session and stated that no binding action had been taken.

MOTION: Councilmember Hamburg moved to extend the executive session for 15 minutes and reconvene in Council Chambers at 9:20 p.m. Councilmember Davied seconded the motion. *Motion carried 5-0.*

The Council then returned to executive session. At 9:20 p.m. Mayor Benage called the meeting back to order in open session and stated that no binding action had been taken.

MOTION: Councilmember Davied moved to extend the executive session for 15 minutes and resume in Council Chambers at 9:40 p.m. Councilmember Welch seconded the motion. *Motion carried 5-0.*

The Council then returned to executive session. At 9:42 p.m. Mayor Benage called the meeting back to order in open session and stated that no binding action had been taken.

XIII. DISCUSSION AND FUTURE ISSUES: There was no further discussion.

XIV. ADJOURNMENT

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

The meeting adjourned at 9:46 p.m.

CITY OF BEL AIRE		
AP ORD 2024-16		
Vendor & Payroll Checks 08/15-08/28/2024		
EMPOWER RETIREMENT 457	EMP VLNTRY 457	1,047.00
FICA/FEDERAL W/H	FED/FICA TAX	27,155.58
KS DEPT REV:WITHHOLDING T	STATE TAX	4,876.06
KS PUBLIC EMPL RETIRE SYS	KP&F	22,479.89
PAYROLL CHECKS	PAYROLL CHECKS ON 08/15/2024	84,793.07
GWORKS TOTAL	CLAIMS TOTAL	140,351.60

Tyler Total \$ 257,729.27

Grand Total \$ 398,080.87

Approved
8-28-24
[Signature]



City of Bel Aire, KS

Section VII, Item A.

AP ENDORSEMENT

By Vendor Name

Payment Dates 8/15/2024 - 8/28/2024

Vendor Name	Description (Payable)	Post Date	Payment Date	Project Account Key	Amount
Vendor: 0054 - AT&T					
AT&T	INTERNET BACKUP	08/22/2024	08/27/2024		150.00
Vendor 0054 - AT&T Total:					150.00
Vendor: 0174 - BANK OF NEW YORK MELLON TRUST					
BANK OF NEW YORK MELLON ...	07/24 O&M/DEBT SVC	08/07/2024	08/15/2024		57,570.34
BANK OF NEW YORK MELLON ...	07/24 O&M/DEBT SVC	08/07/2024	08/15/2024		48,044.22
BANK OF NEW YORK MELLON ...	07/24 O&M/DEBT SVC	08/07/2024	08/15/2024		64,181.95
BANK OF NEW YORK MELLON ...	07/24 O&M/DEBT SVC	08/07/2024	08/15/2024		67,713.13
Vendor 0174 - BANK OF NEW YORK MELLON TRUST Total:					237,509.64
Vendor: 0472 - BEALL & MITCHELL, LLC					
BEALL & MITCHELL, LLC	08/24 JUDGE TERRY BEALL	08/20/2024	08/16/2024		1,237.98
Vendor 0472 - BEALL & MITCHELL, LLC Total:					1,237.98
Vendor: 0050 - COX COMMUNICATIONS, INC					
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC	08/01/2024	08/16/2024		71.32
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC	08/01/2024	08/16/2024		89.15
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC	08/01/2024	08/16/2024		89.15
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC	08/01/2024	08/16/2024		89.15
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC	08/01/2024	08/16/2024		356.59
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC	08/01/2024	08/16/2024		53.49
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC	08/01/2024	08/16/2024		26.74
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC	08/01/2024	08/16/2024		89.15
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC	08/01/2024	08/16/2024		26.74
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC	08/01/2024	08/16/2024		63.60
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC	08/01/2024	08/16/2024		38.16
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC	08/01/2024	08/16/2024		76.32
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC	08/01/2024	08/16/2024		76.32
COX COMMUNICATIONS, INC	INTERNET/PHONE SVC	08/01/2024	08/16/2024		193.69
Vendor 0050 - COX COMMUNICATIONS, INC Total:					1,339.57
Vendor: 0046 - EVERGY KANSAS CENTRAL INC					
EVERGY KANSAS CENTRAL INC	LIFT STATION	07/30/2024	08/15/2024		88.33
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	07/31/2024	08/16/2024		30.27
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	07/31/2024	08/16/2024		56.75
Vendor 0046 - EVERGY KANSAS CENTRAL INC Total:					175.35
Vendor: 2328 - GLOBAL PAYMENTS INC					
GLOBAL PAYMENTS INC	CC PROCESSING FEES	07/01/2024	08/15/2024		6,613.52
GLOBAL PAYMENTS INC	CC PROCESSING FEES	07/01/2024	08/15/2024		6,613.52
Vendor 2328 - GLOBAL PAYMENTS INC Total:					13,227.04
Vendor: 0199 - KANSAS DEPT OF REVENUE					
KANSAS DEPT OF REVENUE	08/24 SALES TAX	07/31/2024	08/23/2024		11.21
KANSAS DEPT OF REVENUE	08/24 SALES TAX	07/31/2024	08/23/2024		1,557.23
Vendor 0199 - KANSAS DEPT OF REVENUE Total:					1,568.44
Vendor: 0287 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	CITY HALL UTILITIES	08/06/2024	08/22/2024		12.60
KANSAS GAS SERVICE	CITY HALL UTILITIES	08/06/2024	08/22/2024		10.08
KANSAS GAS SERVICE	CITY HALL UTILITIES	08/06/2024	08/22/2024		5.02
KANSAS GAS SERVICE	CITY HALL UTILITIES	08/06/2024	08/22/2024		7.56
KANSAS GAS SERVICE	CITY HALL UTILITIES	08/06/2024	08/22/2024		50.38
KANSAS GAS SERVICE	CITY HALL UTILITIES	08/06/2024	08/22/2024		12.60
KANSAS GAS SERVICE	CITY HALL UTILITIES	08/06/2024	08/22/2024		10.08
KANSAS GAS SERVICE	CITY HALL UTILITIES	08/06/2024	08/22/2024		8.82
KANSAS GAS SERVICE	CITY HALL UTILITIES	08/06/2024	08/22/2024		8.82
KANSAS GAS SERVICE	MAINT SHOP UTILITIES	08/06/2024	08/22/2024		24.14

AP ORDINANCE

Payment Date

Section VII, Item A.

4

Vendor Name	Description (Payable)	Post Date	Payment Date	Project Account Key	Amount
KANSAS GAS SERVICE	MAINT SHOP UTILITIES	08/06/2024	08/22/2024		14.49
KANSAS GAS SERVICE	MAINT SHOP UTILITIES	08/06/2024	08/22/2024		28.96
KANSAS GAS SERVICE	MAINT SHOP UTILITIES	08/06/2024	08/22/2024		28.96
KANSAS GAS SERVICE	POOL UTILITIES	08/06/2024	08/22/2024		49.11
KANSAS GAS SERVICE	PUMPHOUSE UTILITIES	08/06/2024	08/22/2024		41.77
KANSAS GAS SERVICE	REC UTILITIES	08/06/2024	08/22/2024		92.91

Vendor 0287 - KANSAS GAS SERVICE Total: 406.30

Vendor: 2369 - PAYLOCITY CORPORATION

PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	08/14/2024	08/23/2024		22.07
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	08/20/2024	08/20/2024		32.30
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	08/21/2024	08/23/2024		322.67

Vendor 2369 - PAYLOCITY CORPORATION Total: 377.04

Vendor: 0263 - PITNEY BOWES GLOBAL FINANCIAL

PITNEY BOWES GLOBAL FINA...	POSTAGE REFILL/INK	08/16/2024	08/15/2024		91.29
PITNEY BOWES GLOBAL FINA...	POSTAGE REFILL/INK	08/20/2024	08/20/2024		500.00
PITNEY BOWES GLOBAL FINA...	POSTAGE REFILL/INK	08/22/2024	08/22/2024		500.00

Vendor 0263 - PITNEY BOWES GLOBAL FINANCIAL Total: 1,091.29

Vendor: 0297 - SUN LIFE & HEALTH INS CO

SUN LIFE & HEALTH INS CO	SUN LIFE VOLUNTARY AD&D/...	08/19/2024	08/22/2024		19.93
SUN LIFE & HEALTH INS CO	SUN LIFE VOLUNTARY AD&D/...	08/19/2024	08/22/2024		464.73
SUN LIFE & HEALTH INS CO	SUN LIFE VOLUNTARY AD&D/...	08/19/2024	08/22/2024		0.90
SUN LIFE & HEALTH INS CO	SUN LIFE VOLUNTARY AD&D/...	08/19/2024	08/22/2024		111.60
SUN LIFE & HEALTH INS CO	SUN LIFE VOLUNTARY AD&D/...	08/19/2024	08/22/2024		0.50
SUN LIFE & HEALTH INS CO	SUN LIFE VOLUNTARY AD&D/...	08/19/2024	08/22/2024		7.00
SUN LIFE & HEALTH INS CO	SUN LIFE VOLUNTARY AD&D/...	08/19/2024	08/22/2024		3.23
SUN LIFE & HEALTH INS CO	SUN LIFE VOLUNTARY AD&D/...	08/19/2024	08/22/2024		38.73

Vendor 0297 - SUN LIFE & HEALTH INS CO Total: 646.62

Grand Total: 257,729.27

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	4,632.80
200 - Special Street & Highway	278.91
520 - Water Utility	114,037.83
530 - Sewer Utility	138,779.73
Grand Total:	257,729.27

Account Summary

Account Number	Account Name	Payment Amount
100-000-000-2058	VOLUNTARY AD&D PAY...	19.93
100-000-000-2060	VOLUNTARY LIFE PAYAB...	464.73
100-000-000-2062	FSA HEALTH PAYABLE	377.04
100-000-000-4420	POOL CONCESSIONS	11.21
100-100-110-7046	COMMUNICATION SERV...	71.32
100-100-110-7048	UTILITIES	12.60
100-100-120-7046	COMMUNICATION SERV...	89.15
100-100-150-7048	UTILITIES	10.08
100-100-160-7048	UTILITIES	5.02
100-120-240-7048	UTILITIES	7.56
100-120-240-7804	LEGAL SERVICES	1,237.98
100-120-250-7046	COMMUNICATION SERV...	89.15
100-120-250-7048	UTILITIES	50.38
100-130-330-7048	UTILITIES	49.11
100-130-350-7046	COMMUNICATION SERV...	282.84
100-130-350-7048	UTILITIES	92.91
100-130-360-7048	UTILITIES	12.60
100-150-510-7046	COMMUNICATION SERV...	420.19
100-150-510-7048	UTILITIES	24.14
100-160-610-7048	UTILITIES	10.08
100-160-620-7046	COMMUNICATION SERV...	53.49
100-190-910-6020	IT - COMPUTERS AND E...	91.29
100-190-910-6026	POSTAGE	1,000.00
100-190-910-7046	COMMUNICATION SERV...	150.00
200-000-000-2058	VOLUNTARY AD&D PAY...	0.90
200-000-000-2060	VOLUNTARY LIFE PAYAB...	111.60
200-210-200-7046	COMMUNICATION SERV...	64.90
200-210-200-7048	UTILITIES	101.51
520-000-000-2058	VOLUNTARY AD&D PAY...	0.50
520-000-000-2060	VOLUNTARY LIFE PAYAB...	7.00
520-210-520-2006	STATE SALES TAX COLLE...	1,557.23
520-210-520-7000	CREDIT CARD PROCESSI...	6,613.52
520-210-520-7046	COMMUNICATION SERV...	165.47
520-210-520-7048	UTILITIES	79.55
520-210-520-7060	WATER TREATMENT OP...	57,570.34
520-210-520-7062	WATER DEBT SERVICE - ...	48,044.22
530-000-000-2058	VOLUNTARY AD&D PAY...	3.23
530-000-000-2060	VOLUNTARY LIFE PAYAB...	38.73
530-210-530-6806	LIFT STATION OPERATIO...	88.33
530-210-530-7000	CREDIT CARD PROCESSI...	6,613.52
530-210-530-7046	COMMUNICATION SERV...	103.06
530-210-530-7048	UTILITIES	37.78
530-210-530-7052	SEWER TREATMENT OP...	64,181.95
530-210-530-7054	SEWER DEBT SERVICE - ...	67,713.13
Grand Total:		257,729.27

Project Account Summary

Project Account Key
None

Payment Amount
257,729.27
257,729.27

Grand Total:

Bel Aire public notice

(Published in The Ark Valley News Aug. 22, 2024.)

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

The governing body of

City of Bel Aire

will meet on 09/03/2024 at 7:00 PM at City Hall for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds, the amount of ad valorem tax, and the Revenue Neutral Rate. Detailed budget information is available at City Hall; www.belairesks.gov and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2025 Expenditures and Amount of 2024 Ad Valorem Tax establish the maximum limits of the 2025 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2023		Current Year Estimate for 2024		Proposed Budget for 2025		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2024 Ad Valorem Tax	Proposed Estimated Tax Rate*
General	8,644,015	43.000	9,004,569	43.000	12,062,343	4,784,738	42.438
Debt Service							
Library							
Special Highway	354,627		1,487,259		1,562,906		
Water Utility	4,028,000		4,356,812		5,074,033		
Sewer Utility	3,312,096		4,710,823		4,359,553		
Bond & Interest	3,212,922		3,736,830		4,382,500		
Storm water Utility	12,744		106,491		475,497		
Solid Waste Utility	635,237		835,000		796,021		
Land Bank	25,846		5,000		40,000		
Non-Budgeted Funds-A	17,035,079						
Non-Budgeted Funds-B							
Totals	37,260,586	43.000	24,242,784	43.000	28,752,853	4,784,738	42.438
					Revenue Neutral Rate**		
					38.764		
Less: Transfers	4,808,747		6,365,204		4,331,646		
Net Expenditure	32,451,839		17,877,580		24,421,207		
Total Tax Levied	4,370,478		4,370,478		XXXXXXXXXXXXXXXXXX		
Assessed Valuation	101,639,465		101,639,907		112,746,778		
Outstanding Indebtedness,							
January 1,	2022		2023		2024		
G.O. Bonds	31,495,000		32,625,000		35,805,000		
Revenue Bonds	15,925,000		14,755,000		13,560,000		
Other	18,964,597		25,079,631		26,650,354		
Lease Purchase Principal	0		0		0		
Total	66,384,597		72,459,631		76,015,354		

*Tax rates are expressed in mills

** Revenue Neutral Rate as defined by KSA 79-2988

Jim Benage

Official Title: Mayor

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 22nd day of August, 2024, with subsequent publications being made on the following dates:

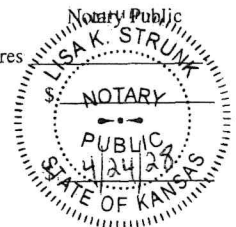
_____, 2024 _____, 2024
_____, 2024 _____, 2024
_____, 2024 _____, 2024

Subscribed and sworn to before me this 22nd day of August, 2024.

My commission expires

Additional copies

Printer's fee



Resolution No. _____

**A RESOLUTION OF THE CITY OF BEL AIRE, KANSAS
TO LEVY A PROPERTY TAX RATE
EXCEEDING THE REVENUE NEUTRAL RATE;**

WHEREAS, the Revenue Neutral Rate for the City of Bel Aire was calculated as 38.764 mills by the Sedgwick County Clerk; and

WHEREAS, the budget proposed by the Governing Body of the City of Bel Aire will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

WHEREAS, the Governing Body held a hearing on September 3rd, 2024 allowing all interested taxpayers desiring to be heard an opportunity to give oral testimony; and

WHEREAS, the Governing Body of the City of Bel Aire, having heard testimony, still finds it necessary to exceed the Revenue Neutral Rate.

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

The City of Bel Aire shall levy a property tax rate exceeding the Revenue Neutral Rate of 38.764 mills.

This resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Governing Body.

ADOPTED this 3rd day of September, 2024 and **SIGNED** by the Mayor.

Mayor

Attested:

City Clerk

CERTIFICATE

To the Clerk of Sedgwick County, State of Kansas

We, the undersigned, 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 expenditures for the various funds for the year 2025; and
 (3) the Amount(s) of 2024 Ad Valorem Tax are within statutory limitations.

			2025 Adopted Budget		
			Budget Authority for Expenditures	Amount of 2024 Ad Valorem Tax	Final Tax Rate (County Clerk's Use Only)
Table of Contents:					
Allocation of MVT, RVT, and 16/20M Vehicle Tax		Page No. 2			
Schedule of Transfers		3			
Statement of Indebtedness		4			
Statement of Lease-Purchases		5			
Fund	K.S.A.				
General	12-101a	6	12,062,343	4,784,738	
Debt Service	10-113				
Library	12-1220				
Special Highway		7	1,562,906		
Water Utility		7	5,074,033		
Sewer Utility		8	4,359,553		
Bond & Interest		8	4,382,500		
Storm water Utility		9	475,497		
Solid Waste Utility		9	796,021		
Land Bank		10	40,000		
		10			
Non-Budgeted Funds-A		11			
Non-Budgeted Funds-B		12			
Totals		xxxxxx	28,752,853	4,784,738	
Budget Hearing Notice			County Clerk's Use Only		
Combined Rate and Budget Hearing Notice		13			
RNR Hearing Notice					
Neighborhood Revitalization					
			Nov 1, 2024 Total Assessed Valuation		

Revenue Neutral Rate

38.764

Does budget require a resolution to exceed the Revenue Neutral Rate?

YES

Assisted by:

Address:

Email:

Attest: _____, 2024

County Clerk

Governing Body

CPA Summary

Allocation of MV, RV, 16/20M, Commercial Vehicle, and Watercraft Tax Estimates

Motor Vehicle Factor	<u>0.09673</u>			
Recreational Vehicle Factor	<u>0.00080</u>			
16/20M Vehicle Factor	<u>0.00019</u>			
Commercial Vehicle Factor	<u>0.00229</u>			
Watercraft Factor	<u>0.00054</u>			

City of Bel Aire

2025

Schedule of Transfers

Expenditure Fund Transferred From:	Receipt Fund Transferred To:	Actual Amount for 2023	Current Amount for 2024	Proposed Amount for 2025	Transfers Authorized by Statute
General	Bond & Interest	640,695	779,421	742,586	12-1, 118
General	Trustee Fund (PBC)	1,459,478	1,475,653	1,484,060	12-1, 118
General	Capital Improvement	1,957,871	415,000	415,000	12-1, 118
General	Equipment Reserve	100,000	100,000	100,000	12-1, 117
General	Land Bank	0	0	0	12-5902c
General	Special Highway	0	995,000	850,000	68-590
Water	Bond & Interest	99,836	156,141	160,000	12-825d
Water	Equipment Reserve	150,000	150,000	150,000	12-825d
Water	Water Reserve	0	0	0	12-825d
Sewer	Bond & Interest	150,867	173,989	180,000	12-825d
Sewer	Equipment Reserve	150,000	150,000	150,000	12-825d
Sewer	Sewer Reserve	0	1,770,000	0	12-631o
Solid Waste	Special Highway	100,000	200,000	100,000	68-590
	Totals	4,808,747	6,365,204	4,331,646	
	Adjustments*				
	Adjusted Totals	4,808,747	6,365,204	4,331,646	

*Note: Adjustments are required only if the transfer is being made in 2024 and/or 2025 from a non-budgeted fund.

City of Bel Aire

2025

STATEMENT OF INDEBTEDNESS

Type of Debt	Date of Issue	Date of Retirement	Interest Rate %	Amount Issued	Beginning Amount Outstanding Jan 1, 2024	Date Due		Amount Due 2024		Amount Due 2025	
						Interest	Principal	Interest	Principal	Interest	Principal
General Obligation:											
SERIES 2014A	7/15/2014	10/1/2034	2.0-3.8	1,100,000	665,000	4/1 - 10/1	10/1	23,313	50,000	21,763	55,000
SERIES 2015A	4/29/2015	11/1/2027	2.0-2.5	5,390,000	1,250,000	5/1 - 11/1	11/1	28,188	295,000	22,188	310,000
SERIES 2015B	4/30/2015	11/1/2027	1.5-3.3	575,000	160,000	5/1 - 11/1	11/1	5,000	40,000	3,900	40,000
SERIES 2015D	10/1/2015	11/1/2036	2.0-3.0	3,960,000	2,765,000	5/1 - 11/1	11/1	87,300	185,000	83,138	190,000
SERIES 2015E	10/1/2015	11/1/2036	1.5-4.0	220,000	155,000	5/1 - 11/1	11/1	7,305	1,000	6,925	10,000
SERIES 2016A	11/22/2016	11/1/2037	2.0-4.0	2,820,000	1,925,000	5/1 - 11/1	11/1	57,050	155,000	53,950	160,000
SERIES 2017A	11/21/2017	11/1/2038	3.0-3.1	5,545,000	4,285,000	5/1/ - 11/1	11/1	129,150	270,000	121,050	280,000
SERIES 2019A	11/21/2019	11/1/2040	2.0-3.0	6,060,000	5,335,000	5/1/ - 11/1	11/1	126,860	255,000	119,210	265,000
SERIES 2019B	11/21/2019	11/1/2029	1.9-2.5	1,430,000	890,000	5/1/ - 11/1	11/1	20,595	140,000	17,655	145,000
SERIES 2020B	11/2/2020	11/1/2041	1.4-2.0	3,650,000	2,795,000	5/1/ - 11/1	11/1	52,645	295,000	46,745	295,000
SERIES 2021A	7/6/2021	11/1/2034	2.0-4.0	5,135,000	4,265,000	5/1/ - 11/1	11/1	146,250	500,000	126,250	515,000
SERIES 2021C	11/16/2021	11/1/2041	2.1-4.0	2,440,000	2,255,000	5/1/ - 11/1	11/1	63,256	95,000	60,406	95,000
SERIES 2022A	7/30/2022	11/1/2043	2.7-4.2	3,635,000	3,635,000	5/1/ - 11/1	11/1	145,719	120,000	140,918	125,000
SERIES 2023A	11/28/2023	11/1/2044	4.125-5.0	5,425,000	5,425,000	5/1 - 11/1	11/1	221,636	0	239,606	170,000
Total G.O. Bonds					35,805,000			1,114,267	2,401,000	1,063,704	2,655,000
Revenue Bonds:											
PBC SERIES 2014A	12/18/2014	2/1/2030	2.0-4.0	3,050,000	1,620,000	2/1 - 8/1	2/1	60,700	205,000	52,300	215,000
PBC SERIES 2014B	12/18/2014	2/1/2030	2.0-4.6	1,120,000	560,000	2/1 - 8/1	2/1	21,984	85,000	18,890	75,000
PBC SERIES 2021	5/18/2021	5/1/2034	2.0-2.2	13,195,000	11,380,000	5/1 -11/1	5/1	221,660	935,000	202,760	955,000
Total Revenue Bonds					13,560,000			304,344	1,225,000	273,950	1,245,000
Other:											
GO TN SERIES 2021B	7/6/2021	12/1/2024	0.38	9,850,000	9,850,000	6/1 -12/1	12/1	36,938	9,850,000	0	0
GO TN SERIES 2022B	7/30/2022	12/1/2025	3.00	9,085,000	9,085,000	6/1 -12/1	12/1	272,550	0	272,550	0
GO TN SERIES 2023B		12/1/2026	4.00	6,855,000	6,855,000	6/1-12/1	6/1-12-1	274,200	0	274,200	0
2014 KPWSLF (WATER)	8/1/2014	2/1/2034	2.16	843,895	483,506	2/1-8/1	2/1-8/1	8,797	42,619	8,022	43,545
2014 KWPCRLF (SEWER)	9/1/2014	3/1/2034	2.12	535,980	296,904	3/1-9/1	3/1-9/1	5,662	26,602	5,162	27,169
2015 KDOT RAIL LOAN	10/1/2015	9/1/2025	2.00	465,247	79,944	MP	MP	1,109	45,416	231	30,784
Total Other					26,650,354			599,256	9,964,637	560,165	101,498
Total Indebtedness					76,015,354			2,017,867	13,590,637	1,897,819	4,001,498

STATEMENT OF CONDITIONAL LEASE-PURCHASE AND CERTIFICATE OF PARTICIPATION*

Item Purchased	Contract Date	Term of Contract (Months)	Interest Rate %	Total Amount Financed (Beginning Principal)	Principal Balance On Jan 1, 2024	Payments Due 2024	Payments Due 2025
Totals					0	0	0

*****If leasing/renting with no intent to purchase, do not list--such transactions are not lease-purchases.**

2025

FUND PAGE FOR FUNDS WITH A TAX LEVY[illegible]

FUND PAGE - GENERAL

Adopted Budget General	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Resources Available:	11,801,134	11,962,433	7,277,605
Expenditures:			
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
Sub-Total detail page	0	0	0
Salaries & Benefits	3,131,327	3,786,067	4,080,018
Contractual Obligations	799,539	698,178	984,850
Commodities	487,084	525,250	600,700
Capital Outlays	68,021	230,000	190,000
Transfers Out			
Transfers TO Bond & Interest	640,695	779,421	742,586
Transfers TO Trustee Fund (PBC)	1,459,478	1,475,653	1,484,060
Transfers TO Capital Improvement	1,957,871	415,000	415,000
Transfers TO Equipment Reserve	100,000	100,000	100,000
Transfers TO Land Bank	0	0	0
Transfers TO Special Highway	0	995,000	850,000
Cash Reserve (2025 column)			2,615,129
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	8,644,015	9,004,569	12,062,343
Unencumbered Cash Balance Dec 31	3,157,119	2,957,864	xxxxxxxxxxxxxxxxxxxx
2023/2024/2025 Budget Authority Amount:	11,674,381	11,530,715	12,062,343
	Non-Appropriated Balance		
	Total Expenditure/Non-Appr Balance		12,062,343
	Tax Required		4,784,738
Delinquent Comp Rate:	0.0%		0
Amount of 2024 Ad Valorem Tax			4,784,738

CPA Summary

City of Bel Aire

2025

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Special Highway	Actual for 2023	Estimate for 2024	Year for 2025
Unencumbered Cash Balance Jan 1	275,615	357,525	389,226
Receipts:			
State of Kansas Gas Tax	233,645	224,770	224,580
County Transfers Gas	102,892	99,190	99,100
Transfer FROM Solid Waste	100,000	200,000	100,000
Transfer FROM General Fund	0	995,000	850,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	436,537	1,518,960	1,273,680
Resources Available:	712,152	1,876,485	1,662,906
Expenditures:			
Salaries & Benefits	101,346	107,645	111,495
Contractual Obligations	132,114	129,914	137,500
Commodities	111,497	149,700	164,700
Capital Outlays	9,670	1,100,000	955,000
Cash Reserve (2025 column)			194,211
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	354,627	1,487,259	1,562,906
Unencumbered Cash Balance Dec 31	357,525	389,226	100,000
2023/2024/2025 Budget Authority Amount:	476,421	1,487,259	1,562,906

Adopted Budget

	Prior Year	Current Year	Proposed Budget
Water Utility	Actual for 2023	Estimate for 2024	Year for 2025
Unencumbered Cash Balance Jan 1	2,408,375	2,394,632	1,830,597
Receipts:			
Utility Income	3,907,146	3,732,777	3,968,436
Interest on Idle Funds	81,007	50,000	65,000
Miscellaneous	26,104	10,000	10,000
Does miscellaneous exceed 10% Total Rec			
Total Receipts	4,014,257	3,792,777	4,043,436
Resources Available:	6,422,632	6,187,409	5,874,033
Expenditures:			
Salaries & Benefits	364,998	425,179	455,420
Contractual Obligations	2,419,737	2,421,477	2,490,000
Commodities	597,474	627,300	727,400
Capital Outlays	344,240	525,000	
Debt Service	51,715	51,715	51,716
Transfers TO Bond & Interest	99,836	156,141	160,000
Transfers TO Equipment Reserve	150,000	150,000	150,000
Transfers TO Water Reserve			
Cash Reserve (2025 column)			1,039,497
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	4,028,000	4,356,812	5,074,033
Unencumbered Cash Balance Dec 31	2,394,632	1,830,597	800,000
2023/2024/2025 Budget Authority Amount:	4,109,490	4,356,812	5,074,033

CPA Summary

City of Bel Aire

2025

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Sewer Utility	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Unencumbered Cash Balance Jan 1	3,172,617	3,125,816	1,539,681
Receipts:			
Sewer Utility Income	3,151,515	3,049,688	3,194,872
Interest on Idle Funds	113,780	75,000	75,000
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	3,265,295	3,124,688	3,269,872
Resources Available:	6,437,912	6,250,504	4,809,553
Expenditures:			
Salaries & Benefits	361,293	449,664	355,290
Contractual Obligations	1,558,684	1,693,781	1,722,400
Commodities	265,709	441,700	501,000
Capital Outlays	793,855	0	400,000
Debt Service	31,688	31,689	31,691
Transfers TO Bond & Interest	150,867	173,989	180,000
Transfers TO Equipment Reserve	150,000	150,000	150,000
Transfers TO Sewer Reserve	0	1,770,000	
Cash Reserve (2025 column)			1,019,172
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	3,312,096	4,710,823	4,359,553
Unencumbered Cash Balance Dec 31	3,125,816	1,539,681	450,000
2023/2024/2025 Budget Authority Amount:	3,776,917	4,710,823	4,359,553

Adopted Budget

Bond & Interest	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Unencumbered Cash Balance Jan 1	395,108	690,243	615,639
Receipts:			
Special Assessments	2,228,804	2,293,475	2,560,114
Delinquent Special Assessments	159,466	50,000	50,000
Bond Proceeds	166,520	189,200	664,001
Transfers FROM General Fund	640,695	779,421	742,586
Transfer FROM Water	99,836	156,141	160,000
Transfer FROM Sewer	150,867	173,989	180,000
Interest on Idle Funds	61,869	20,000	40,000
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	3,508,057	3,662,226	4,396,701
Resources Available:	3,903,165	4,352,469	5,012,340
Expenditures:			
Debt Service Principal	2,245,000	2,415,000	2,655,000
Debt Service Interest	967,922	1,321,830	1,727,500
Cash Reserve (2025 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	3,212,922	3,736,830	4,382,500
Unencumbered Cash Balance Dec 31	690,243	615,639	629,840
2023/2024/2025 Budget Authority Amount:	3,418,104	3,736,830	4,382,500

CPA Summary

City of Bel Aire2025

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Storm water Utility	Actual for 2023	Estimate for 2024	Year for 2025
Unencumbered Cash Balance Jan 1	393,648	485,488	475,997
Receipts:			
Storm Water Utility Income	98,691	97,000	98,500
Interest on Idle Funds	5,893	0	1,000
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	104,584	97,000	99,500
Resources Available:	498,232	582,488	575,497
Expenditures:			
Contractual Obligations	12,744	5,000	10,000
Capital Outlays	0	101,491	400,000
Cash Reserve (2025 column)			65,497
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	12,744	106,491	475,497
Unencumbered Cash Balance Dec 31	485,488	475,997	100,000
2023/2024/2025 Budget Authority Amount:	451,157	106,491	475,497

Adopted Budget

	Prior Year	Current Year	Proposed Budget
Solid Waste Utility	Actual for 2023	Estimate for 2024	Year for 2025
Unencumbered Cash Balance Jan 1	264,145	296,021	121,021
Receipts:			
Trash Fees Collected	502,044	504,000	535,000
Recycle Fees Collected	165,089	156,000	190,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	667,133	660,000	725,000
Resources Available:	931,278	956,021	846,021
Expenditures:			
Contractual Services	535,257	635,000	650,000
Transfer TO Special Highway	100,000	200,000	100,000
Cash Reserve (2025 column)			46,021
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	635,257	835,000	796,021
Unencumbered Cash Balance Dec 31	296,021	121,021	50,000
2023/2024/2025 Budget Authority Amount:	644,177	835,000	796,021

CPA Summary

--

City of Bel Aire

2025

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Land Bank	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Unencumbered Cash Balance Jan 1	5,279,410	5,912,946	6,032,946
Receipts:			
Residential Lot Sales	425,922	0	0
Transfer FROM General Fund	0	0	0
Interest on Idle Funds	233,460	125,000	125,000
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	659,382	125,000	125,000
Resources Available:	5,938,792	6,037,946	6,157,946
Expenditures:			
Special Assessments	1,071		
Contractual Obligations	24,775	5,000	5,000
Cash Reserve (2025 column)			35,000
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	25,846	5,000	40,000
Unencumbered Cash Balance Dec 31	5,912,946	6,032,946	6,117,946
2023/2024/2025 Budget Authority Amount:	200,000	5,000	40,000

Adopted Budget

0	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Unencumbered Cash Balance Jan 1		0	0
Receipts:			
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	0	0	0
Resources Available:	0	0	0
Expenditures:			
Cash Reserve (2025 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	0	0	0
Unencumbered Cash Balance Dec 31	0	0	0
2023/2024/2025 Budget Authority Amount:	0	0	0

CPA Summary

2025

0

NON-BUDGETED FUNDS (A)

(Only the actual budget year for 2023 is reported)

Non-Budgeted Funds-A

(1) Fund Name:		(2) Fund Name:		(3) Fund Name:		(4) Fund Name:		(5) Fund Name:		
Capital Improvement Reserve		Equipment Reserve		Capital Projects		Trustee (PBC)		Police Forfeiture		
Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		Total
Cash Balance Jan 1	1,726,522	Cash Balance Jan 1	474,676	Cash Balance Jan 1	8,019,286	Cash Balance Jan 1	22,253	Cash Balance Jan 1	3,653	10,246,390
Receipts:		Receipts:		Receipts:		Receipts:		Receipts:		
Transfer In	1,957,871	Transfer In	400,000	Bond Proceeds	6,855,000	Land Sales	58,975			
Intergovernmental	634,000	Miscellaneous	25,357	Bond Premiums	105,705	Transfers In	1,459,478			
Miscellaneous	124,633			Interest	209,552					
				Refunding Proceeds	5,310,360					
				Miscellaneous	76,388					
Total Receipts	2,716,504	Total Receipts	425,357	Total Receipts	12,557,005	Total Receipts	1,518,453	Total Receipts	0	17,217,319
Resources Available:	4,443,026	Resources Available:	900,033	Resources Available:	20,576,291	Resources Available:	1,540,706	Resources Available:	3,653	27,463,709
Expenditures:		Expenditures:		Expenditures:		Expenditures:		Expenditures:		
Capital Outlay	2,366,491	Capital Outlay	197,524	Capital Projects	6,925,171	Bond Principal	1,195,000		3,653	
				Temp Note Principal	5,224,517	Bond Interest	335,047			
				Temp Note Interest	398,180	Miscellaneous	2,796			
				Cost of Issuance	220,180					
				Transfer out	166,520					
Total Expenditures	2,366,491	Total Expenditures	197,524	Total Expenditures	12,934,568	Total Expenditures	1,532,843	Total Expenditures	3,653	17,035,079
Cash Balance Dec 31	2,076,535	Cash Balance Dec 31	702,509	Cash Balance Dec 31	7,641,723	Cash Balance Dec 31	7,863	Cash Balance Dec 31	0	10,428,630
										**
										**

**Note: These two block figures should agree.

CPA Summary

2025

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

The governing body of
City of Bel Aire
will meet on 09/03/2024 at 7:00 PM at City Hall for the purpose of hearing and
answering objections of taxpayers relating to the proposed use of all funds, the amount of ad valorem tax, and the Revenue Neutral Rate.
Detailed budget information is available at City Hall; www.belaireks.gov and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2025 Expenditures and Amount of 2024 Ad Valorem Tax establish the maximum limits of the 2025 budget.
Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2023		Current Year Estimate for 2024		Proposed Budget for 2025		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2024 Ad Valorem Tax	Proposed Estimated Tax Rate*
General	8,644,015	43.000	9,004,569	43.000	12,062,343	4,784,738	42.438
Debt Service							
Library							
Special Highway	354,627		1,487,259		1,562,906		
Water Utility	4,028,000		4,356,812		5,074,033		
Sewer Utility	3,312,096		4,710,823		4,359,553		
Bond & Interest	3,212,922		3,736,830		4,382,500		
Storm water Utility	12,744		106,491		475,497		
Solid Waste Utility	635,257		835,000		796,021		
Land Bank	25,846		5,000		40,000		
Non-Budgeted Funds-A	17,035,079						
Non-Budgeted Funds-B							
Totals	37,260,586	43.000	24,242,784	43.000	28,752,853	4,784,738	42.438
<i>Revenue Neutral Rate**</i>							38.764
Less: Transfers	4,808,747		6,365,204		4,331,646		
Net Expenditure	32,451,839		17,877,580		24,421,207		
Total Tax Levied	4,370,478		4,370,478		xxxxxxxxxxxxxxxxxxxx		
Assessed Valuation	101,639,465		101,639,907		112,746,778		
Outstanding Indebtedness, January 1,	<u>2022</u>		<u>2023</u>		<u>2024</u>		
G.O. Bonds	31,495,000		32,625,000		35,805,000		
Revenue Bonds	15,925,000		14,755,000		13,560,000		
Other	18,964,597		25,079,631		26,650,354		
Lease Purchase Principal	0		0		0		
Total	66,384,597		72,459,631		76,015,354		

*Tax rates are expressed in mills

** Revenue Neutral Rate as defined by KSA 79-2988

Jim Benage
Official Title: Mayor

Bel Aire public notice

(Published in The Ark Valley News Aug. 22, 2024.)

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

The governing body of City of Bel Aire will meet on 09/03/2024 at 7:00 PM at City Hall for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds, the amount of ad valorem tax, and the Revenue Neutral Rate. Detailed budget information is available at City Hall; www.belaires.gov and will be available at this hearing.

BUDGET SUMMARY Proposed Budget 2025 Expenditures and Amount of 2024 Ad Valorem Tax establish the maximum limits of the 2025 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2023		Current Year Estimate for 2024		Proposed Budget for 2025		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2024 Ad Valorem Tax	Proposed Estimated Tax Rate*
General	8,644,015	43.000	9,004,569	43.000	12,062,343	4,784,738	42.438
Debt Service							
Library							
Special Highway	354,627		1,487,259		1,562,906		
Water Utility	4,028,000		4,356,812		5,074,033		
Sewer Utility	3,312,096		4,710,823		4,359,553		
Bond & Interest	3,212,922		3,736,830		4,382,500		
Storm water Utility	12,744		106,491		475,497		
Solid Waste Utility	635,237		835,000		796,021		
Land Bank	25,846		5,000		40,000		
Non-Budgeted Funds-A	17,035,079						
Non-Budgeted Funds-B							
Totals	37,260,586	43.000	24,242,784	43.000	28,752,853	4,784,738	42.438
					Revenue Neutral Rate**		
					38.764		
Less: Transfers	4,808,747		6,365,204		4,331,646		
Net Expenditure	32,451,839		17,877,580		24,421,207		
Total Tax Levied	4,370,478		4,370,478		XXXXXXXXXXXXXXXXXX		
Assessed Valuation	101,639,465		101,639,907		112,746,778		
Outstanding Indebtedness, January 1,	2022		2023		2024		
G.O. Bonds	31,495,000		32,625,000		35,805,000		
Revenue Bonds	15,925,000		14,755,000		13,560,000		
Other	18,964,597		25,079,631		26,650,354		
Lease Purchase Principal	0		0		0		
Total	66,384,597		72,459,631		76,015,354		

*Tax rates are expressed in mills
** Revenue Neutral Rate as defined by KSA 79-2988

Jim Denage
Official Title: Mayor

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.

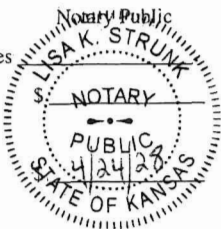
Said newspaper is a weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of Valley Center in said County 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 22nd day of August, 2024, with subsequent publications being made on the following dates:

_____, 2024 _____, 2024
_____, 2024 _____, 2024
_____, 2024 _____, 2024

Subscribed and sworn to before me this 22nd day of August, 2024.

My commission expires
Additional copies
Printer's fee



FY25 Revenue Neutral Rate and Budget Hearing Notice

The governing body of City of Bel Air will meet on 09/03/2024 at 7:00 PM at City Hall for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds, the amount of ad valorem tax, and the Revenue Neutral Rate.

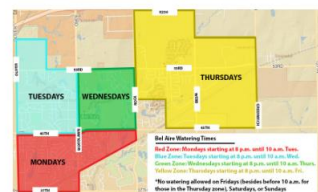
Read on...



Eagle Lake Warning - Harmful Algal Blooms

Blue-green algae Warning issued for Eagle Lake. The area was previously in a Watch status.

Read on...



Drought Response: Stage 2 Restrictions

Due to continued drought in the area, Stage 2 restrictions will be implemented starting Monday, August 5. This will limit irrigating to one day per week between 8 p.m. and 10 a.m. for Bel Aire residents and businesses, with days varying based on location.

Read on...

**Accessibility
Menu**

Submit/Update HOA Contact Information

[Home](#) > [News Flash](#)

City News and Information

Posted on: August 22, 2024

FY25 Revenue Neutral Rate and Budget Hearing Notice

The governing body of City of Bel Aire will meet on 09/03/2024 at 7:00 PM at City Hall for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds, the amount of ad valorem tax, and the Revenue Neutral Rate. Detailed budget information is available at City Hall: www.belaireks.gov and will be available at this hearing.

[View Document](#)[illegible]

Next \Rightarrow

[Eagle Lake Warning - Harmful Algal Blooms](#)

Other News in City News and Information

Accessibility
Menu

City of Bel Aire, Kansas



STAFF REPORT

DATE: August 26, 2024
TO: Ted Henry, City Manager
FROM: Anne Stephens, City Engineer
RE: Chapel Landing 6th Engineering Services

Proposal Focus:

Our Mission

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

Our Values

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

Current Situation:

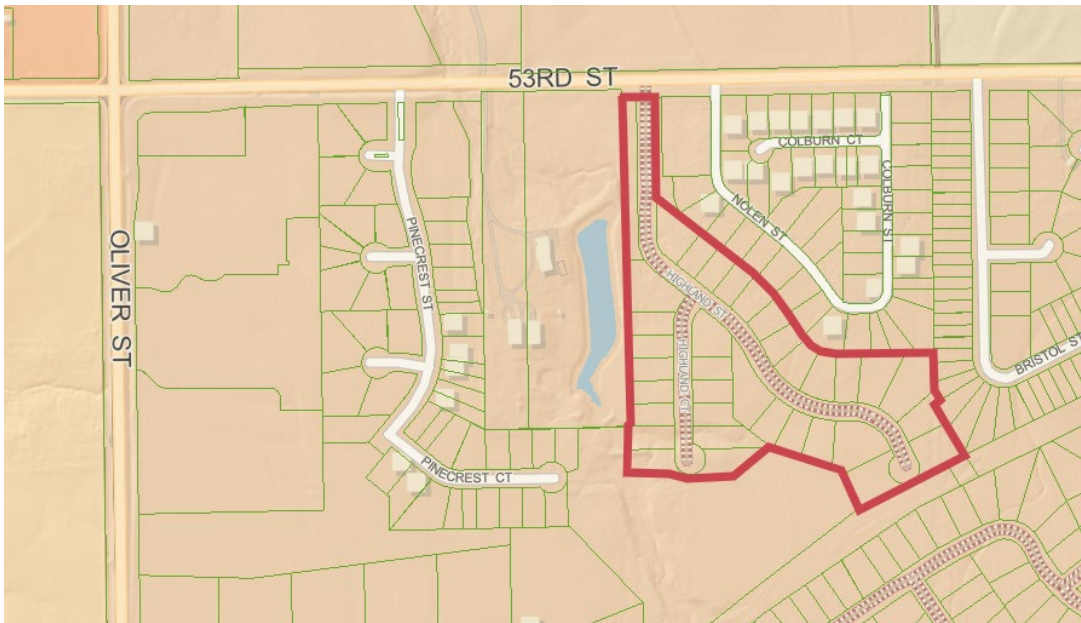
The Developer is ready to initiate the engineering design on Chapel Landing 6th.

Goals:

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

Discussion:

The Developer has asked Baughman to prepare an agreement for Engineering Design services for their development.



Financials:

The costs associated with the project will be financed through a bond and spread as special assessments against the benefiting lots.

Recommendation:

Staff recommends that the City Council accept the Agreements for Professional Services from Baughman in the amount of \$248,800.00 for the design, construction staking, construction administration and observation for the water, sanitary sewer, storm sewer and street improvements.

**CONTRACT AGREEMENT FOR
ENGINEERING SERVICES
BETWEEN
CITY OF BEL AIRE, KANSAS
AND
BAUGHMAN COMPANY, P. A.**

THIS IS AN AGREEMENT made as of _____ between The City of Bel Aire (OWNER) and Baughman Company, P.A. (ENGINEER). OWNER intends to retain the ENGINEER to provide PROFESSIONAL ENGINEERING SERVICES as required for the ENGINEERING DESIGN, BID SOLICITATION, and CONSTRUCTION STAKING, INSPECTION & ADMINISTRATION for the WATER DISTRIBUTION SYSTEM, SANITARY SEWER IMPROVEMENTS, PAVING IMPROVEMENTS, and STORM WATER SEWER IMPROVEMENTS to serve Lots 1 through 34, Block A, Chapel Landing 6th Addition, Bel Aire, Sedgwick County, Kansas.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of performance of professional engineering services by ENGINEER and payment for those services by OWNER set forth below.

1. ENGINEER shall provide for OWNER professional engineering services in all design phases of the Project to which this agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, including providing professional engineering construction documents, specifications, consultation, and furnishing customary civil engineering services, including bid solicitation, construction inspection and administration in assistance with the City of Bel Aire.
2. After written authorization to proceed, the ENGINEER shall:
 - A. Consult with OWNER to clarify and define OWNER's requirements for the project and review available data.
 - B. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.
 - C. Prepare schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved including applicable requirements of governmental authorities having jurisdiction as aforesaid and the alternative solutions available to OWNER.
3. After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:
 - A. Prepare Preliminary Design documents prepared on standard 1/2 scale or PDF consisting of design criteria, preliminary drawings, and written descriptions of the Project in accordance with city specifications.

- B. Furnish copies of the Preliminary Design documents and present and review them with OWNER within 60 days after the notice to proceed is received by the ENGINEER.
4. After written authorization to proceed with the Final Design Phase, ENGINEER shall:
- A. On the basis of the accepted Preliminary Design documents and revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by the contractor(s) (hereinafter called "Drawings") Furnish the above documents of the Final Design on 23" x 36" paper or PDF and present and review them in person with OWNER within 30 days after the written authorization to proceed with final plans is received.
 - B. Provide any type of field surveys for design purposes as necessary for the Project.
 - C. Prepare to serve as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.
5. To procure and maintain such insurance as will protect CONSULTANT from damages resulting from errors, omissions and negligent acts of the CONSULTANT, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this Contract and for which CONSULTANT is legally liable. Such policy of insurance shall be in an amount not less than \$1,000,000.00 subject to a deductible of not more than \$100,000.00. In addition, a workers' compensation and employer's liability policy shall be procured and maintained. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment which, for any reason, may not fall within the provisions of the workers' compensation law. The liability limit shall be not less than the statutory amount for workers' compensation and not less than \$500,000.00 for each occurrence for the employer's liability coverage. Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT's employees) or damage to property of the CITY or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees or subcontractors in the performance of CONSULTANT services under this Contract. The CITY shall be listed as an additional insured. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory certificates of insurance shall be filed with the CITY prior to the time CONSULTANT starts any work under this Contract. The CONSULTANT shall furnish the CITY copies of all insurance policies or certificates of insurance that relate to the insurance policies that must be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written

notice by the insurance company before such policy is substantially changed or cancelled.

6. ENGINEER shall prepare all supporting construction plans and shall assist the OWNER where necessary in the solicitation phase.
7. ENGINEER shall provide construction inspection and administrative services for the Project in a form which is acceptable to the OWNER and is a timely and reasonable manner as necessary to facilitate the contractor's construction operations including Final As-Builts & Certification to the City for their permanent files.
8. ENGINEER shall also obtain all necessary Local, State, Federal or C.O.E. Permit including prepare and submit all required applications to proceed with the timely process of plan approval.
9. OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:
 - A. Designate a person to act as OWNER'S Representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services to the Project.
 - B. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expand-debility, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings Specifications.
 - C. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
 - D. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
 - E. Assist to furnish approval and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from other may be necessary for completion of The Project.
 - F. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affect the scope or timing of ENGINEER's services, or any defect or nonconformance in the work of any contractor.
10. The provisions of and the various rates of compensation for ENGINEER's services in this Agreement have been agreed to in anticipation of the orderly

and continuous progress of the Project from the design phase through completion of the construction administration and inspection phase.

11. If OWNER has requested significant modifications of changes in the general scope, extent or character of the Project, the time of the performance of the ENGINEER's services shall be adjusted equitably.
12. OWNER shall pay ENGINEER for Basic Engineering Services rendered under paragraph 1 on the basis of the following fees:

Water Distribution System	FEE
Engineering Design (Lump Sum)	\$ 19,200
Bid Solicitation (Lump Sum)	\$ 800
Construction Admin./Inspection (NTE)	\$ 16,500
TOTAL =	\$ 36,500
Sanitary Sewer Improvements	FEE
Engineering Design (Lump Sum)	\$ 31,600
Bid Solicitation (Lump Sum)	\$ 800
Construction Admin./Inspection (NTE)	\$ 27,300
TOTAL =	\$ 59,700
Paving Improvements	FEE
Engineering Design (Lump Sum)	\$ 42,000
Bid Solicitation (Lump Sum)	\$ 1,200
Construction Admin./Inspection (NTE)	\$ 34,600
TOTAL =	\$ 77,800
Storm Water Sewer Improvements	FEE
Engineering Design (Lump Sum)	\$ 42,300
Bid Solicitation (Lump Sum)	\$ 1,000
Construction Admin./Inspection (NTE)	\$ 31,500
TOTAL =	\$ 74,800
TOTAL ALL PROJECTS	\$ 248,800

13. In the event of termination by OWNER upon the completion of any phase, payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase, ENGINEER will be paid for services rendered based upon the percentage of completion of that phase and the amount established herein as compensation of that phase.
14. The obligation to provide future services under this Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
15. This Agreement shall be governed by the law of the State of Kansas, and the parties agree and stipulate that any action regarding this agreement shall be brought in the District Court of Sedgwick County, Kansas, and no other Court.


16. OWNER and ENGINEER each is hereby bound. The partners, successors, executors, administrators, and legal representatives of ENGINEER are hereby bound to the OWNER, in respect of all covenants, agreements, and other obligations of this Agreement.
17. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent associates and consultants as ENGINEER may deem appropriate to assist in the performance of services thereunder.
18. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

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

THE CITY OF BEL AIRE, KANSAS

BAUGHMAN COMPANY P.A.

Jim Benage, Mayor



N. Brent Wooten, President

Address for giving notices:

7651 E. Central Park Ave.
Bel Aire, Kansas 67225

Address for giving notices:

315 Ellis
Wichita, KS 67211

ATTEST:

Melissa Krehbiel, City Clerk

ATTEST:



Michelle L. Miller, Accountant



Appendix 1

Engineer’s Standard Hourly Rates

A. Standard Hourly Rates:

- 1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin and profit.

B. Schedule of Hourly Rates:

- 1. Hourly Rates for services performed on or after the Effective Date are:

Company Officer	\$ 220.00 / Hour
Project Manager / Engineer	\$ 180.00 / Hour
Senior Engineer	\$ 160.00 / Hour
Design Engineer	\$ 140.00 / Hour
Design CAD Technician	\$ 110.00 / Hour
Construction Inspector	\$ 115.00 / Hour
Staking/Survey Crew	\$ 180.00 / Hour
Soil / AC Testing Technician	\$ 50.00 / Hour
Soil Testing Engineer	\$ 145.00 / Hour
Soil Testing Lab	\$ 150.00 / Test
GSI Project Setup	\$ 750.00 / Each
GSI Project Management	\$ 100.00 / Each
Testing Trip Mileage	\$.60 / Mile

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this agreement, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this agreement, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Bel Aire, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Bel Aire, Kansas, in accordance with the guidelines established for review and evaluation;
 - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or

subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
- D. Exempted from these requirements are:
1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
 2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Bel Aire, Kansas

STAFF REPORT

DATE:9/3/2024

TO: City Manager

FROM: Marty McGee

RE: Exmark Mower



BACKGROUND:

Public Works maintains our City’s interior ditches with four zero turn mowers and two mid-size tractors for the external ditches. Public Works needs to add a new lawnmower to our Parks Department fleet due to one zero turn mower failing and needing the motor replaced.

DISCUSSION:

As our City continues to grow and the demand for services becomes higher each year. We would request the Council approve the purchase of a new zero turn Xmark mower that meets or exceeds the below specifications to keep up with current and future demands. The total cost being requested to spend is no more than \$13,199.00. Maximum Outdoor Equipment is not a Xmark dealer but has a used mower with only twenty hours on it, for the price of \$11,000. This is a good price, but the warranty will only cover the motor for 1 ½ years.

Company	Purchasing Price	Wait Times
Maximum Outdoor Eq.	\$11,000 Used	Available Now- no warranty
Kansas Golf and Turf	\$13,199.00	Avabile Now- 5-year warranty

FINANCIAL CONSIDERATIONS:

Funding for the 72” Xmark is available from the Equipment Reserve Fund. This Equipment Reserve Fund is used to purchase large equipment. The Equipment Reserve Fund is supported by transfers from our General, Water and Sewer Funds.

POLICY DECISION: Staff is adhering to the purchasing policy in gathering a minimum of three bids when possible. Kansas Golf and Turf is the only local dealer for Xmark.

RECOMMENDATION: Staff recommends the City Council authorizes Public Works to purchase a new Xmark mower with the listed specifications for a price not to exceed \$13,199.00

Contract
for
Equipment Purchase
between
City of Bel Aire and Kansas Golf and Turf
(New Lawnmower)

This contract is formed between the City of Bel Aire, Kansas (City) and Kansas Golf & Turf of Wichita, Kansas (KTG) as of the date shown in the latest signature execution below. The City desires for City staff to purchase a new lawnmower to maintain the City’s interior ditches. KTG is willing and able to provide the required equipment for performing this task. The proposed combination of equipment capability, price, and warranty, are most advantageous to the City.

Therefore, City agrees to purchase and KTG agrees to provide a New Exmark Mower, 2024 Lazer Z S-Series 72” Kohler. KTG will provide the New Exmark Mower, as detailed and priced (\$13,199.00) in attached Exhibit B (KTG quote dated 08/22/24.) KTG warrants that it can provide a five-year warranty from date of installation.

All equipment shall be delivered at KTG’s expense to the requested City job site within 20 days after execution of this contract. Any extension of the delivery date, is solely in the City’s discretion to grant. Failure of KTG to timely deliver the equipment shall allow City to cancel the contract without payment or penalty.

The parties further agree that all provisions of attached Exhibit A, the City of Bel Aire’s Additional Terms and Conditions, are effective between them and govern this Contract.

The parties have entered into this Contract on the latest date of signature indicated below.

Remainder of this Page Intentionally Left Blank

City of Bel Aire, Kansas

Date

Jim Benage, Mayor

Attest:


Melissa Krehbiel, City Clerk

Approved as to Form Only

Maria A. Schrock, City Attorney

Kansas Golf & Turf, INC.

Date



Signature

8-29-24

Miles Galsworthy
Printed Name

Sales Rep
Title (President, Corporate Officer, Managing Member...)

(Exhibits A, and B, attached)

EXHIBIT A
CITY OF BEL AIRE, KANSAS
TERMS AND CONDITIONS

The attached Purchase Order/Quotation, along with these Terms and Conditions shall together serve as the Contract between the City of Bel Aire, Kansas, a municipal corporation, and the Vendor named on the Purchase Order/Quotation.

1. The delivery of equipment, material, supplies and/or services listed on the Purchase Order/Quotation shall be FOB the City's project site or other location affirmed in writing by an authorized City official.
2. After the items listed on the Purchase Order/Quotation have been delivered and accepted as conforming goods or services by an authorized City official, the City will approve payment to the Vendor of the amount due made according to the City's standard accounting practices.
3. No additional terms or conditions, other than those stated herein, and no agreement or understanding in any way modifying the terms and conditions herein stated, shall be binding upon the City unless in writing and signed by the City Attorney. In case of conflict among terms with this Contract, those stated in this Exhibit A shall control.
4. The goods, equipment and services specified in this Contract are for the City's exclusive use. Therefore, it is understood the Federal Excise Tax or State of Kansas Sales Tax shall not be imposed, and Vendor will refund the same if included in the price paid. The City's exemption certificate will be furnished where required or upon request.
5. All orders are priced F.O.B approved destination and must be shipped "PREPAID" unless otherwise specified. No freight or express charges will be allowed on the invoice unless previously agreed upon and provided for on the original purchase order and separately approved by an authorized City official.
6. This order must not be filled at a higher price than quoted without specific authorization granted by the City's Governing Body.
7. When the items shown on this order have been delivered, the Vendor is to mail an invoice for the same to the department address shown on these contract documents, with a copy separately to the City Treasurer. Partial payments will be made only when agreed upon prior to issuance of the Purchase Order/Quotation and approved by the City's Governing Body.
8. The City and vendor agree that this Contract shall be interpreted under the laws of the State of Kansas without regard to its choice of law provisions, and that venue of any dispute requiring litigation shall be in any court of appropriate jurisdiction in Sedgwick County, Kansas.
9. No party shall be required to submit any dispute to arbitration, but a good faith mediation attempt shall be a condition precedent to litigation as a resolution process. The parties waive trial by jury.
10. The City shall not hold harmless or indemnify the Vendor beyond the liability that may be incurred under the Kansas Tort Claims Act (KSA 75-6101 et seq.).

11. The City shall not be required to purchase insurance against any liability loss or damage to which this Contract relates. The Vendor shall bear the risk of loss to any person or property over which it has authority or control, however exercised.
12. This Contract shall be interpreted and implemented so that the City remains in compliance with the Cash Basis Law (KSA 10-1112 and 10-1113), the Budget Law (KSA 79-2935) and all other laws of the State of Kansas. The City retains the right to unilaterally modify or terminate this Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws.
13. The obligation to supply goods or services under this Contract is personal to this Vendor, and cannot be assigned, subcontracted or transferred to another without the written consent of the City.
14. This Contract is intended solely for the benefit of the City and the Vendor. The parties do not intend that it benefit, either directly or indirectly, any third party. No third party may sue for damages based on the terms or performance of this Contract.
15. Vendor shall be in default of this Contract in the event that Vendor (i) applies for or consents to the appointment of a receiver, trustee or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debt, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute or admits the material allegation of a petition filed against it in any legal proceedings, or if an action shall be taken by vendor for the purpose of accomplishing any of the above actions.
16. Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Contract both as to time and quantities, with City reserving the right to cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. If no schedule for delivery appears otherwise in the Contract, delivery shall be completed in a reasonable time, judged by the continuing utility to and viability of the City's related project or service.
17. In the event no quality is specified on the face of the Purchase Order/Quotation, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If Vendor cannot maintain delivery of goods or equipment and/or rendering of services according to the agreed schedule, Vendor must notify City immediately. Upon Vendor's failure to maintain delivery or otherwise perform hereunder, City reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence. This remedy is in addition to any other remedy which City may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.

18. Vendor must immediately notify City of any safety recall notices of products, goods and services Vendor has provided to City. In addition, Vendor shall remedy the recalled defect(s), at no cost to City, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to City in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section survives expiration or termination of the Agreement.
19. The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq., as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
- a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.
 - b. In all solicitations or advertisement for employees, the vendor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.
 - d. Vendor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or vendor.
 - e. Exempted from these requirements are:
 - (1) Any vendor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).
 - (2) Any vendor who employs fewer than four (4) employees during the term of this Contract.
 - (3) Vendors who hold contracts with the City of Bel Aire with a cumulative total of five thousand dollars (\$5,000.00) or less during the City's Fiscal Year.
 - f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the vendor shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973; the Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated thereunder. Any finding adverse to the vendor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.

EXHIBIT B



WWW.KANSASGOLFANDTURF.COM

800-260-6095 316-267-9111

5701 N CHUZY DRIVE WICHITA, KS 67219

8/22/2024

QUOTE

ATTENTION: CITY OF BEL AIRE

MANUFACTURER:	MODEL DESCRIPTION:	LIST PRICE	YOUR PRICE
EXMARK	2024 LAZER Z S-SERIES 72" KOHLER 5-YEAR 1.250 HOUR WARRANTY	\$16,499.00	\$13,199.00

DELIVERY		
FREIGHT AND SETUP	\$0.00	\$0.00
SUB TOTAL:		\$0.00
TAX:		\$0.00
TOTAL PRICE:		\$13,199.00

THANK YOU FOR CONSIDERING KANSAS GOLF AND TURF FOR ALL YOUR EQUIPMENT NEEDS. THE PRICES QUOTED ARE VALID FOR 15 DAYS.

QUOTE BY: *MILES GALAWAY, KGT*

City of Bel Aire, Kansas

STAFF REPORT

DATE: 08/31/2024



TO: City Council

FROM: Marty McGee

RE: 37th and Harding lift station Grinder pump

BACKGROUND: Harding lift station has two Flowserve pumps that pumps sewer to CCUA treatment plant. Both pumps are the original Flowserve pump. We have repaired this pump multiple times over the course of their lifetime. They are currently in need of additional repairs or replacement. Staff is recommending replacing one Flowserve pump with a new Flygt grinder pump. The Flygt Grinder Pumps are currently what the City have recently installed when replacing the Flowserve pumps at each of our lift station.

DISCUSSION: We have received bids for both the repair and replacement of one Flowserve pump at 37th and Harding lift station. The repair cost is included in bid package below. Staff would ask council to consider the purchase of a new grinder pump which will be like the current Flygt grinder pump in Rock Road lift station. The difference between Rock Road lift station and Harding lift station are the pump sizes. Rock Road has a 60-amp motor compared to a 90-amp motor needed for the Harding lift station, this allows for the sewer to flow a longer distance. Freight will add an additional \$1,000.00. After September 5th Flygt pumps will increase their pricing 5%

Pump Options	Bid amount	Lead Times
Flowserve repair/rebuild	\$71,291.00	24 Weeks
Flygt Grinder Pump (New)	\$69,500.00 (Installation included)	12-14 Weeks
After September 5 th New Pump	\$74,782.00 price increase	12-14 Weeks

FINANCIAL CONSIDERATIONS: Funding for this project will be taken from the lift station operations line item of the Sewer Utility funds.

POLICY DECISION: Staff is adhering to City policy; JCI is our Flygt pump representative.

RECOMMENDATION: Staff recommends the City Council accept the proposal from JCI to replace the existing Flowserve pump with a new Flygt grinder pump.

Contract
for
Equipment Purchase and Service
between
City of Bel Aire and JCI Industries, Inc.
(new grinder pump and installation)

This contract is formed between the City of Bel Aire, Kansas (City) and JCI Industries, Inc. of Wichita, Kansas (JCI) as of the date shown in the latest signature execution below. The City desires for City staff to purchase a new grinder pump for the 37th and Harding lift station, that will pump sewer to the Chisholm Creek Utility Authority (CCUA). JCI is willing and able to provide the required equipment for performing this task and installing the product. The proposed combination of equipment capability, installation, and price, are most advantageous to the City.

Therefore, City agrees to purchase and JCI agrees to provide a new Flygt NP3231, 8”, 75hp rated non-clog chopper pump with minicas for seal failure and overtemp alarm. JCI will perform the Bel Aire pump replacement. The rail adaptor from the City’s current pump will be installed to fit the City’s system, installation, and start up, as detailed and priced (\$70,500.00) in attached Exhibit B (JCI quote dated 08/27/24.) JCI warrants that it can provide the one-year warranty from date of installation.

All equipment shall be delivered at JCI’s expense to the requested City job site within 12-14 weeks after execution of this contract. Any extension of the delivery date, is solely in the City’s discretion to grant. Failure of JCI to timely deliver the equipment shall allow City to cancel the contract without payment or penalty.

The parties further agree that all provisions of attached Exhibit A, the City of Bel Aire’s Additional Terms and Conditions, are effective between them and govern this Contract.

The parties have entered into this Contract on the latest date of signature indicated below.

Remainder of this Page Intentionally Left Blank

City of Bel Aire, Kansas

Date

Jim Benage, Mayor

Attest:

Melissa Krehbiel, City Clerk

Approved as to Form Only

Maria A. Schrock, City Attorney

JCI Industries, INC.

Date

Signature

Printed Name

Title (President, Corporate Officer, Managing Member...)

(Exhibits A, and B, attached)

EXHIBIT A
CITY OF BEL AIRE, KANSAS
TERMS AND CONDITIONS

The attached Purchase Order/Quotation, along with these Terms and Conditions shall together serve as the Contract between the City of Bel Aire, Kansas, a municipal corporation, and the Vendor named on the Purchase Order/Quotation.

1. The delivery of equipment, material, supplies and/or services listed on the Purchase Order/Quotation shall be FOB the City's project site or other location affirmed in writing by an authorized City official.
2. After the items listed on the Purchase Order/Quotation have been delivered and accepted as conforming goods or services by an authorized City official, the City will approve payment to the Vendor of the amount due made according to the City's standard accounting practices.
3. No additional terms or conditions, other than those stated herein, and no agreement or understanding in any way modifying the terms and conditions herein stated, shall be binding upon the City unless in writing and signed by the City Attorney. In case of conflict among terms with this Contract, those stated in this Exhibit A shall control.
4. The goods, equipment and services specified in this Contract are for the City's exclusive use. Therefore, it is understood the Federal Excise Tax or State of Kansas Sales Tax shall not be imposed, and Vendor will refund the same if included in the price paid. The City's exemption certificate will be furnished where required or upon request.
5. All orders are priced F.O.B approved destination and must be shipped "PREPAID" unless otherwise specified. No freight or express charges will be allowed on the invoice unless previously agreed upon and provided for on the original purchase order and separately approved by an authorized City official.
6. This order must not be filled at a higher price than quoted without specific authorization granted by the City's Governing Body.
7. When the items shown on this order have been delivered, the Vendor is to mail an invoice for the same to the department address shown on these contract documents, with a copy separately to the City Treasurer. Partial payments will be made only when agreed upon prior to issuance of the Purchase Order/Quotation and approved by the City's Governing Body.
8. The City and vendor agree that this Contract shall be interpreted under the laws of the State of Kansas without regard to its choice of law provisions, and that venue of any dispute requiring litigation shall be in any court of appropriate jurisdiction in Sedgwick County, Kansas.
9. No party shall be required to submit any dispute to arbitration, but a good faith mediation attempt shall be a condition precedent to litigation as a resolution process. The parties waive trial by jury.
10. The City shall not hold harmless or indemnify the Vendor beyond the liability that may be incurred under the Kansas Tort Claims Act (KSA 75-6101 et seq.).

11. The City shall not be required to purchase insurance against any liability loss or damage to which this Contract relates. The Vendor shall bear the risk of loss to any person or property over which it has authority or control, however exercised.
12. This Contract shall be interpreted and implemented so that the City remains in compliance with the Cash Basis Law (KSA 10-1112 and 10-1113), the Budget Law (KSA 79-2935) and all other laws of the State of Kansas. The City retains the right to unilaterally modify or terminate this Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws.
13. The obligation to supply goods or services under this Contract is personal to this Vendor, and cannot be assigned, subcontracted or transferred to another without the written consent of the City.
14. This Contract is intended solely for the benefit of the City and the Vendor. The parties do not intend that it benefit, either directly or indirectly, any third party. No third party may sue for damages based on the terms or performance of this Contract.
15. Vendor shall be in default of this Contract in the event that Vendor (i) applies for or consents to the appointment of a receiver, trustee or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debt, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute or admits the material allegation of a petition filed against it in any legal proceedings, or if an action shall be taken by vendor for the purpose of accomplishing any of the above actions.
16. Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Contract both as to time and quantities, with City reserving the right to cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. If no schedule for delivery appears otherwise in the Contract, delivery shall be completed in a reasonable time, judged by the continuing utility to and viability of the City's related project or service.
17. In the event no quality is specified on the face of the Purchase Order/Quotation, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If Vendor cannot maintain delivery of goods or equipment and/or rendering of services according to the agreed schedule, Vendor must notify City immediately. Upon Vendor's failure to maintain delivery or otherwise perform hereunder, City reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence. This remedy is in addition to any other remedy which City may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.

18. Vendor must immediately notify City of any safety recall notices of products, goods and services Vendor has provided to City. In addition, Vendor shall remedy the recalled defect(s), at no cost to City, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to City in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section survives expiration or termination of the Agreement.
19. The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq., as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
- a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.
 - b. In all solicitations or advertisement for employees, the vendor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.
 - d. Vendor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or vendor.
 - e. Exempted from these requirements are:
 - (1) Any vendor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).
 - (2) Any vendor who employs fewer than four (4) employees during the term of this Contract.
 - (3) Vendors who hold contracts with the City of Bel Aire with a cumulative total of five thousand dollars (\$5,000.00) or less during the City's Fiscal Year.
 - f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the vendor shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973; the Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated thereunder. Any finding adverse to the vendor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.

EXHIBIT B

JCI Industries, Inc.
1335 South Young Street, Wichita, Kansas 67209
Phone 316-213-2954
Email: doug.allen@otcindustrial.com

INVOICE

DATE 08/27/2024

BILL TO

City of Bel Aire
7651 East Central Park Avenue
Bel Aire, Kansas 67226

[illegible]

CITY OF BEL AIRE
STAFF REPORT

DATE: July 31, 2024

TO: Ted Henry City Manager

FROM: Marty McGee, Public Works Director

Water-

On 7-3-24 we changed the chlorine bottle for the North water tower. On 7/9/24 the monthly water samples were taken and sent out, also the TTHM and HAA5 samples were collected for KDHE. The samples arrived at the KDHE lab at 10:13am on 7/10/24.

We have installed two test sample stations this month to help with sample collection each month. The plan is to have all 45 installed this year.

UMC completed three valve replacements and two new fire hydrants in Pearsons Addition this month.

Streets-

We have done potholing around town twice this month and used 15 bags of cold patch. We have finished crack sealing – mastic in Central Park for the year. Public Work will continue straightening traffic cones on the Woodlawn project.

Sewer-

UMC completed the rehab of 14 sewer manholes with the raven 405 epoxies we purchased last year.

On 7-2-24 lighting struck the 53rd street transformer disconnect at the pole, causing the power to shut down the lift station. This caused the touch screen panel and transducer to fail, both were replaced. R.W. was called out the evening of the storm and informed about the issue, he will be out on 7-3-24 to replace the items in question. Evergy was called out the same night to restore the power to the lift station. All repairs have been made and the lift station is working correctly. I have R.W. looking into a solution to properly ground all lift stations and install new surge protectors so that we can protect our investments. This month R.W. has done the following work at our lift stations. Replaced 2 transducers one touch screen, one flow meter screen, worked on PLC at 53rd street. He also replaced one analog card at 53rd street. Change values at the Rock Road lift station to stop the VFD from faulting out allowing our pumps to run correctly.

Storm Water-

On 7-2-24 there was a tree that fell can 45th street and Denise causing traffic to be redirected for about 30-minutes. The Bel Aire police department had to block traffic until Public Works could remove the fallen tree. Public Works pushed the tree to the side of the road and removed all debris the next morning. Adam, Jon and Attended the mid-year stormwater MS4 review with PEC.

On 7/11/24 we started regrading and filling pothole on the North side of Trib-7

Parks- we had Attention to detail remove trees behind the Heart land animal hospital.

On 7-3-24 Denise Park was closed until further notice. The park was closed due to drainage pipe being replaced. I have collected three quotes to have the work completed, on July 16 council approved Dondlinger construction to complete this project. 7/25/24 the storm water

pipe was completed and the dress up should be completed by the end of the month. Denise Park should reopen in the first or second week of August. This will allow the dirt work to settle.

We have completed the central park ditch work, and this project is scheduled to be seeded on August 5th, Countryside came out and fixed the sprinkler system to berms on 7/23/24. Opp concrete is scheduled to replace the section of sidewalk we removed before August 5th when the seeding is to be done. Bel Aire Park drinking fountain has been repaired.

Locates- There were a total of 318 locates this month and a total of 45 rereads for the month.





Denise Park.



Trib-7 Ditch work

MANAGERS REPORT

DATE: August 29, 2024
TO: Mayor Benage and City Council
FROM: Ted Henry, City Manager
RE: September 3, 2024 Agenda



Consent Agenda (Item VI)

The consent agenda contains the Minutes of the August 20, 2024 City Council Meeting and confirmation of a new appointee to the Tree Board. Mayor Benage would like to appoint Sharon Armbrister. Initial terms on the Tree Board are for 4 years. If confirmed, Ms. Armbrister’s first term will expire on September 1, 2028.

Appropriations Ordinance (Item VII)

This appropriation ordinance encompasses 8/15/2024 through 8/28/2024 expenses and one payroll cycle. Expenditures amounted to \$398,080.87. No project costs were incurred during this period.

City Requested Appearances (Item VIII)

Tree Board and Lions Club representatives- The Lions Club would like to formally present a donation to the Tree Board.

Barry Smith, Director of Finance - The Council discussed the proposed budget over several workshops in June, July, and August. Barry will present a brief overview.

Public Hearings (Item IX)

Three related items are listed under the Public Hearing section. At the August 20th meeting, City Council approved publication of Notice for two public hearings. Per state statute, the Notice was published on the City’s website and in the *Ark Valley News* on August 24th.

Hearing regarding Revenue Neutral Rate - The first hearing is for the Revenue Neutral Rate (RNR).

Resolution regarding Revenue Neutral Rate - Immediately following the RNR hearing, the Council may consider adopting the Resolution by a roll call vote of the Council.

Hearing regarding 2025 City of Bel Aire Budget - The second hearing is for the 2025 City of Bel Aire Budget. Later, in Section XII. A. of the agenda, the Council may consider adopting the budget by motion and vote.

2025 City Of Bel Aire Budget (Item XII. A)

A public hearing on the budget will be held earlier in the meeting. Council may consider adopting the 2025 budget by motion and vote.

Agreement With Baughman, Chapel Landing 6th Projects (Item XII. B)

The Developer of Chapel Landing 6th asked Baughman to prepare an agreement for Professional Services for the water, sanitary sewer, storm sewer and street improvements. The agreement now comes before the Council for consideration. The agreement includes design, construction staking, construction administration and observation of the various improvements. The costs associated with the project will be financed through a bond and spread as special assessments against the benefiting lots. Staff recommends that the Council accept the Agreements for Professional Services from Baughman in the amount of \$248,800.00 for the for the water, sanitary sewer, storm sewer and street improvements.

Purchase of Mower (Item XII. C)

Public Works maintains our City's ditches using four zero-turn mowers and two mid-size tractors. The motor on one of the zero-turn mowers recently failed, so this mower needs to be replaced. Public Works staff researched mowers on the local market that could perform well under the hard use and long hours of mow – time typically required. Those specifications are included in the staff report in your packet. Two companies answered staff's inquiries: Kansas Golf and Turf and Maximum Outdoor Equipment. Both companies offered similar 72" Exmark mowers that meet the specifications. The mower from Maximum Outdoor Equipment is lightly used with only 20 hours mow-time, has a 1.5-year warranty on only the motor and costs \$11,000. The mower from Kansas Golf and Turf is brand new, has a 5-year warranty on everything, and costs \$13,199. Staff recommends the Council accept the contract with Kansas Golf and Turf.

Purchase of Sewer Lift Station Pump (Item XII. D)

The Harding lift station has two Flowserve pumps that send sewer to the CCUA treatment plant. Both pumps are the originals. We have repaired this pump multiple times over the course of their lifetime. They are currently in need of additional repairs or replacement. Staff requested quotes for two options: repairing the Flowserve pump or replacing it with a Flygt grinder pump. Repair of the Flowserve would cost \$71,291.00 with a lead time of 24 Weeks. Currently, installation of a new Flygt Grinder Pump would cost \$69,500.00 with a lead time of 12-14 weeks. Staff is recommending installation of the Flygt Grinder Pump. Flygt Grinder Pumps were recently installed in other lift stations and have performed well. Funding for this project will be taken from the lift station operations line item of the Sewer Utility funds. A couple of things to note: freight shipping will add an additional \$1,000.00 and Flygt pumps will increase their pricing by 5% after September 5th. Staff recommends the Council accept the contract with JCI to replace the existing Flowserve pump and install a new Flygt grinder pump at a cost not to exceed \$70,500.

Executive Session (Item XIII)

One executive session is on the agenda.

Discussion And Future Issues: Workshop - September 10th (Item XIV)

The next City Council workshop is scheduled for September 10th at 6:30 p.m.