



**AGENDA**  
**CITY COUNCIL MEETING**  
**7651 E. Central Park Ave, Bel Aire, KS**  
**May 19, 2026 7:00 PM**



**I. CALL TO ORDER:** Mayor Jim Benage

**II. ROLL CALL**

Greg Davied \_\_\_\_ Tyler Dehn \_\_\_\_ Emily Hamburg \_\_\_\_  
Brandon McIntosh \_\_\_\_ Mike Proctor \_\_\_\_

**III. OPENING PRAYER:** Gary Green

**IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**

**V. PROCLAMATION**

A. Memorial Day - May 25, 2026

**VI. DETERMINE AGENDA ADDITIONS**

**VII. CONSENT AGENDA**

A. Approval of Minutes of the May 5, 2025 City Council meeting.

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

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE**

A. Consideration of Appropriations Ordinance No. 26-09 in the amount of \$1,281,600.66.

**Action:** Motion to (approve / deny / table) Appropriations Ordinance No. 26-09.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**IX. CITY REQUESTED APPEARANCES**

**X. CITIZEN CONCERNS:** *If you wish to speak, please fill out a "Request to Speak" card at the podium and give it to the City Clerk before the meeting begins. When you are called on by the*

Mayor, please go to the podium, speak into the microphone, and state your name and address before giving your comments. Please limit your comments to 3 minutes in the interest of time. If more time is needed, you may request an extension from the Mayor.

**XI. REPORTS**

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

**XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS**

**A. Consideration of A 10 year Franchise Agreement with Waste Connections of Kansas, Inc., for Solid Waste and Recyclable Materials Services.**

**Action:** Motion to (Approve / Deny / Table) a Franchise Agreement with Waste Connections for 10 years (As Presented / As Amended), and authorize the Mayor to sign.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**B. Consideration of a Resolution authorizing the City Manager and Mayor to jointly approve change orders up to \$150,000 for the 2026 Street Maintenance Project.**

**Action:** Motion to (approve / deny / table) a Resolution authorizing the City Manager and Mayor to jointly approve change orders up to \$150,000 for the 2026 Street Maintenance Project, and reporting the change orders to Council at the next regular meeting.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**XIII. EXECUTIVE SESSION**

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

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**XIV. DISCUSSION AND FUTURE ISSUES**

**XV. ADJOURNMENT**

**Action:** Motion to adjourn.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

*Additional Attachments:*

- A. Public Works Report, April 2026**

**B.** Rec Activities - April 2026

**C.** Manager's Report - May 19, 2026

**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.belaires.gov](http://www.belaires.gov) and on YouTube. Please make sure all cell phones and other electronics are turned off and put away.*



# Proclamation

## Memorial Day 2026

**TO THE CITIZENS OF BEL AIRE, KANSAS, GREETINGS:**

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

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

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

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

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

**NOW, THEREFORE**, I Jim Benage, by virtue of the power and authority vested in me as Mayor of the City of Bel Aire do hereby proclaim May 25th as Memorial Day in the City of Bel Aire and do urge all our citizens to join in remembering our veterans.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the official seal of Bel Aire, Kansas this 19th day of May, 2026.

\_\_\_\_\_  
Jim Benage, Mayor





**MINUTES**  
**CITY COUNCIL MEETING**  
7651 E. Central Park Ave, Bel Aire, KS  
May 05, 2026 7:00 PM



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

**II. ROLL CALL**

Councilmembers Greg Davied, Tyler Dehn, Emily Hamburg, Brandon McIntosh, and Mike Proctor were present. No one was absent.

Also present were City Manager Ted Henry, City Attorney Maria Schrock, City Engineer Anne Stephens, Community Development Director Paula Downs, and City Clerk Melissa Krehbiel.

**III. OPENING PRAYER:** Dr. Robert Lindsted provided the opening prayer.

**IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**

Mayor Benage led the pledge of allegiance.

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

**VI. CONSENT AGENDA**

- A. Approval of Minutes of the April 21, 2026 City Council meeting.**
- B. Accept a petition for Phase 1 Paving Improvements to serve Spring Pines Subdivision.**
- C. Accept a petition for Phase 1 Sanitary Sewer Improvements to serve Spring Pines Subdivision.**
- D. Accept a petition for Storm Water Drain Improvements to serve Spring Pines Subdivision.**
- E. Accept a Petition for Phase 1 Water Distribution System Improvements to serve Spring Pines Subdivision.**
- F. Accept a Petition for Water Main Improvements to serve Spring Pines Subdivision.**

- G. **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 (Paving Improvements/Spring Pines Subdivision Phase 1).**
- H. **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/Spring Pines Subdivision Phase 1).**
- I. **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 (Storm Water Drainage Improvements/Spring Pines Subdivision Phase 1).**
- J. **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 (Water Distribution Improvements/ Spring Pines Subdivision Phase 1).**
- K. **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 (Water Main Improvements/Spring Pines Subdivision Phase 1).**

**MOTION:** Councilmember McIntosh 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. 26-08 in the amount of \$885,962.56.**

**MOTION:** Councilmember Dehn moved to approve Appropriations Ordinance No. 26-08. Councilmember Hamburg seconded the motion. *Motion carried 5-0.*

**VIII. CITY REQUESTED APPEARANCES:** None.

**IX. CITIZEN CONCERNS:** No one spoke.

*(minutes continue, next page)*

**X. REPORTS**

**A. Council Member Reports**

Councilmember Hamburg attended a meeting with an EPA representative regarding water reclamation, and the April 23rd meeting of the Chisholm Creek Utility Authority (CCUA). She received a note from a citizen thanking the City for their quick response to an issue at Eagle Lake Park.

Councilmember McIntosh reported he spoke to a citizen in Aurora Park and he was excited to see the paving and drainage project finished.

Davied reported on the April 23<sup>rd</sup> CCUA meeting.

Councilmember Dehn reported that on Friday the K254 Corridor Association will meet at the Park City Senior Center from 11:30 a.m. to 1 p.m.

**B. Mayor's Report**

Mayor Benage noted that the Sedgwick County Association of Cities (SCAC) will meet this Saturday at the Park City Senior Center. He reported on a recent meeting with an EPA representative regarding water reclamation, and the most recent CCUA meeting. He also attended a fundraiser breakfast for the Bel Aire Lions Club and a tree dedication for former City Clerk Sheryl Cutter.

**C. City Attorney Report**

City Attorney Maria Schrock gave an update regarding the Kansas Legislature’s SB418 “by right” housing bill and how it may impact the City.

**D. City Manager Report**

City Manager Ted Henry reported that Phase 1 excavation on Woodlawn began on April 20<sup>th</sup> and has been completed. Crews encountered conditions that will result in a short delay in the project. The City is working with KDOT and the contractor to resume work as soon as possible.

Last week, Sunrise Christian Academy student volunteers helped with cleanup around City Hall. Mr. Henry thanked Lions Club volunteers for their work at the recent E-recycle and Shred Day; over 11,000 pounds of paper was shredded. Mr. Henry also attended the tree dedication for Sheryl and John Cutter; he thanked Recreation Director Brian Hayes for organizing the dedication. Lastly, Mr. Henry noted that Curbside Cleanup will be held on May 16<sup>th</sup>.

*(minutes continue, next page)*

**XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS**

**A. SP-26-01 Consideration of An Ordinance Approving the Recommendation of The Bel Aire Planning Commission Recommending a Special Use Request in the City to Allow an Indoor Retail Store within an existing vacant commercial building, Generally located at 6315 East Crestmark Street.**

Mayor Benage noted that the draft Minutes of the Planning Commission meeting of April 9, 2026 were received by the City Council shortly before the meeting. He asked Councilmembers to review the minutes. After a few minutes, the Councilmembers confirmed that they had read the minutes and were ready to proceed with the hearing.

Mayor Benage called Agenda Item XIA. Mayor Benage asked if anyone on the Council intended to disqualify themselves from participating in this case because they have a conflict of interest. No one was disqualified. Mayor Benage noted that a quorum of the governing body was present.

Mayor Benage asked if anyone on the Council received any ex parte verbal or written communications prior to this agenda item, which they would like to share. Councilmember Davied shared that he had had a short conversation with a local business manager in the area and he just asked if he was aware of what was happening and that was pretty much the extent of the conversation.

Mayor Benage asked if the City Clerk received any protest petitions on this case. The City Clerk responded no, none have been received. Councilmembers then confirmed that they had read the draft Planning Commission meeting minutes for April 9, 2026, which included a summary of the hearing for this case.

Paula Downs, Director of Community Development, provided a staff report and stood for questions from the Council. The case was filed in order to allow a retail use in a zoning district that does not specifically list retail as an allowed use. The property is currently zoned C-1, neighborhood commercial. The building has been vacant since November 2025. The Planning Commission reviewed the case. Prior to the Planning Commission hearing, property owners in the district were notified of the hearing; no one spoke against the application at the hearing. Planning Commission reviewed the General Standards for Consideration and the Criteria for Review as set forth in the conditional use permit process. After considering the findings of fact provided in the staff report, which is also included the City Council’s packet, the Planning Commission approved the application by a vote of 6-0. Staff is recommending approval of the Special Use Permit.

Mayor Benage confirmed with the City Clerk that no written communication was received by the City regarding this case. Mayor Benage invited the public to speak. No one spoke from the public.

Mayor Benage invited the applicant to speak. Doug Myers, Kennewick Washington, said he has operated a retail gun store in Kennewick, Washington for 20 years, now he is looking at other locations in other states. Wichita seems to be a winner. The area seems to have favorable gun laws. He has a good relationships with ATF and the local police in

Washington. If there would be any problems he will be proactive. He has never had any issues; he has always kept his building clean and treated his customers right. He stated that he is not a fly-by night, he has been in business for 20 years. His daughter is now running the business. She would be the manager.

Councilmember Hamburg asked if a gun range would be included. Ms. Downs replied that no, a gun range was not included in the application.

Councilmember Dehn asked the applicant about security measures for the building. The applicant described multiple layers of security including, ADT security service, motion detectors, cameras, interior bars on the windows, and interior storage.

Councilmember Davied asked what are roughly the hours of operation and what else will be sold. The applicant stated the hours in his current store are 10 to 6 and closed on Sunday. They mostly deal in hunting type guns and collectible guns. He described his experience in purchasing collections of guns from older individuals. Mr. Myers also commented on his experience as a gun seller at his store in Washington.

Next, Mayor Benage requested deliberation among the Council. He noted that in a zoning case such as this it would be inadequate for the Councilmembers to vote without including discussion of the reasons for their vote.

Councilmember Proctor commented that he is happy to see a new business come to Bel Aire and that retail seems a good fit for the district.

Councilmember Davied stated his support for approval of the special use. He cited the Planning Commission’s unanimous vote to approve the special use and staff’s recommendations.

Councilmember Dehn stated he supported approval of the special use; he cited the recommendations of the planning commission and staff. He stated that the Retail aspect is appropriate for businesses nearby. He also cited the owner’s explanation of security and storage.

Councilmember Hamburg stated she would support approval of the special use because it fits the area and fits the City’s comprehensive plan with more retail.

Councilmember McIntosh stated he would support approval of the special use, based on staff recommendations, and golden factor 1. He believes the zoning supports this store and the use fits the character of the neighborhood.

**MOTION:** Councilmember Dehn moved to approve the findings of fact and recommendation of the Planning Commission for SP-26-01, adopt the Ordinance as presented, and authorize the Mayor to sign. Councilmember McIntosh seconded the motion.

Roll Call Vote:

Greg Davied – Aye                      Tyler Dehn -Aye                      Emily Hamburg -Aye  
Brandon McIntosh -Aye                      Mike Proctor -Aye

***Motion carried 5-0.***

**B. PUD-26-01 Consideration Of An Ordinance Approving The Recommendation Of The Bel Aire Planning Commission Recommending An Amendment To The Sunflower Commerce Park 4th PUD, to Establish Parking, Landscaping, Screening, and Lighting Standards, Generally Located at Northeast corner of 5rd Street and North Webb Road, 9648 East 54<sup>th</sup> Street North.**

Mayor Benage called Agenda Item XIB. Mayor Benage asked if anyone on the Council intended to disqualify themselves from participating in this case because they have a conflict of interest. No one was disqualified. Mayor Benage noted that a quorum of the governing body was present.

Mayor Benage asked if anyone on the Council received any ex parte verbal or written communications prior to this agenda item, which they would like to share. No one reported any ex-parte communications.

Mayor Benage asked if the City Clerk received any protest petitions on this case. The City Clerk responded no, none have been received. Councilmembers then confirmed that they had received the draft Planning Commission meeting minutes for April 9, 2026, which included a summary of the hearing for this case.

Paula Downs, Director of Community Development, provided the staff report presentation. The purpose of the application was to address establish three basic standards for the development: parking standards, landscaping and screening standards, and lighting standards. A building permit was submitted to Bel Aire for a second warehouse building on this property; building 1 is already constructed. Staff discovered some of the relief presented in preliminary plat had not been included in the final PUD agreement. For their April 9<sup>th</sup> meeting the Planning Commission reviewed the request for relief. The Planning Commission's discussion centered around lighting and landscaping. Following discussion, the Planning Commission voted 5-1 to recommend approval of the request.

Following the staff report presentation, City staff confirmed that no written communication was received regarding this case.

Mayor Benage invited the public to speak on the matter. No one spoke.

Kurt Hershey, Tessere, represented the applicant and answered questions from the Council. Councilmember Dehn asked for clarification about the location of trees planted on the site for screening. Mr. Hershey stated that most of the trees will be planted along Webb Rd and some will be planted along 53<sup>rd</sup> street. The discussion with the Planning Commission centered around the caliper of the trees. The applicant was okay with going with code for the larger caliper size. Regarding the wall pack lighting, the light is focused downward and they are there for security and safety reasons, with employees coming and going early in the morning and in the evening.

Councilmember McIntosh asked if the type of light poles that will be installed in the parking lot have been finalized yet. Mr. Hershey said that the lighting plan would be determined after a company moves into the building, based on the needs of the company.

The Council then deliberated. Councilmember Dehn stated he would support the application because it fits the character of neighborhood, and the comprehensive plan. He does not see any negative impact for neighboring properties.

Councilmember Davied reported that he supports the application for the reasons previously stated. He believes it fits the plan for the industrial park.

Councilmember Hamburg said she believes the request fits the spirit of the city’s code and the comp plan. She cited staff’s professional recommendation in support of the request.

Councilmember McIntosh stated his support for the application, citing that he believes the request fits the character of the neighborhood and the City’s comprehensive plan.

Councilmember Proctor stated that he supported the application and thanked the applicant for attending and paying attention to details.

**MOTION:** Councilmember Dehn moved to approve the findings of fact and recommendation of the Planning Commission for PUD-26-01, Adopt the Ordinance as Presented, and authorize the Mayor to sign. Councilmember Davied seconded the motion.

Roll Call Vote:

Greg Davied – Aye                      Tyler Dehn -Aye                      Emily Hamburg -Aye  
Brandon McIntosh -Aye                      Mike Proctor -Aye

*Motion carried 5-0.*

**C. PUD-26-02 Consideration Of An Ordinance Approving The Recommendation Of The Bel Aire Planning Commission Recommending An Amendment To The Arthur Heights Estates PUD, To Allow Lot 5 To Be Developed For A Gas Station/Convenience Store Use, Requesting Relief From Setbacks, Landscaping, and Screening Requirements, Generally Located at NW Corner of Woodlawn Blvd and 45th Street.**

Mayor Benage called Agenda Item XIC. Mayor Benage asked if anyone on the Council intended to disqualify themselves from participating in this case because they have a conflict of interest. No one was disqualified. Mayor Benage noted that a quorum of the governing body was present.

Mayor Benage asked if anyone on the Council received any ex parte verbal or written communications prior to this agenda item, which they would like to share. Councilmember Dehn reported he had had a brief communication with the consultant that was helping the developer, and he told him he would keep an open mind.

Mayor Benage asked if the City Clerk received any protest petitions on this case. The City Clerk responded no, none have been received.

Paula Downs, Director of Community Development, provided the staff report presentation. The site was platted in 1953 and has remained vacant since that time. The reason for the request is to amend the PUD to allow for gas station use, and to approve two

methods for relief: for setbacks and landscaping and screening regulations. They are requesting a reduction in setbacks due to a large right of way for Woodlawn Avenue. The applicant is asking to install evergreens on the north side instead of shade trees or ornamental trees to try to avoid root encroachment into the utility easement. Ms. Downs referred to her staff report which was included in the City Council’s agenda packet for this hearing. The final drainage plan will need to be approved by the City Engineer.

Councilmember Dehn asked for clarification regarding a notation on the site plan regarding a screening fence. Ms. Downs stated that the intentions for what kind of fence are not known at this time. More will be known when the applicant applies for a building permit.

Councilmembers then confirmed that they had read the draft Planning Commission meeting minutes for April 9, 2026, which included a summary of the hearing for this case. City staff confirmed that no written communications were received by the City regarding this case.

Mayor Benage invited the public to speak on the matter. No one spoke.

Matthew Tucker, BHC, 165 S Rock Island Ave, Wichita, Kansas, represented the applicant and answered questions from the Council.

Councilmember McIntosh asked about screening and if there would be good screening to prevent lights from disturbing the homeowners in the new residential development immediately to the west of this site. Mr. Tucker stated he doesn’t anticipate a problem with lighting because there is an intention of long-term vegetative screening there. Councilmember McIntosh asked if the screening plan will be reviewed again in the future. Ms. Downs stated that the screening will be reviewed again by staff when an application for building permit is submitted.

Councilmember Dehn stated he would begin the discussion. Councilmember Dehn stated he will support approval of the application because it agrees with the comprehensive plan. He cited the location on a major intersection and adjacent from other commercial properties. He further cited the recommendation of the Planning Commission, and staff’s recommendation in support of the application.

Councilmember Hamburg asked about the development timeline. Ms. Downs said the applicant is anxious to start.

**MOTION:** Councilmember Davied moved to approve the findings of fact and recommendation of the Planning Commission for PUD-26-02, Adopt the Ordinance as Presented, and authorize the Mayor to sign. Councilmember Dehn seconded the motion. Roll Call Vote:

Greg Davied – Aye                      Tyler Dehn -Aye                      Emily Hamburg -Aye  
Brandon McIntosh -Aye                      Mike Proctor -Aye

***Motion carried 5-0.***

*(minutes continue, next page)*

**Executive Session A.**

**MOTION:** Councilmember Hamburg moved to recess into executive session to discuss with legal counsel and receive legal advice related to pending litigation. The discussion will be pursuant to K.S.A. 75- 4319(b)(2) for legal consultation with Neil Gosch, which would be deemed privileged in the attorney-client relationship. Invite Neil Gosch, Katherine Chlumsky, City Manager, City Attorney and City Engineer. The meeting will be for a period of 30 minutes, and the open meeting will resume in City Council Chambers at 8:50 p.m. Councilmember McIntosh seconded the motion. *Motion carried 5-0.*

The Council then recessed for Executive Session. At 8:50 p.m., Mayor Benage called the meeting back to order in open session and stated that no binding action had been taken.

**D. Consideration of An Ordinance Establishing Airport Hazard Zoning Regulations in accordance with K.S.A. 3-705.**

Mayor Benage called Agenda Item XI.D. Mayor Benage asked if anyone on the Council intended to disqualify themselves from participating in this case because they have a conflict of interest. No one was disqualified. Mayor Benage noted that a quorum of the governing body was present.

Mayor Benage asked if anyone on the Council received any ex parte verbal or written communications prior to this agenda item, which they would like to share. No one reported any ex-parte communications.

Mayor Benage asked if the City Clerk received any protest petitions on this case. The City Clerk responded no, none have been received. Councilmembers then confirmed that they had received the draft Airport Zoning Commission meeting minutes for April 9, 2026, which included a summary of the hearing for this case.

City Attorney Maria Schrock provided the staff report presentation and answered questions from the City Council. Kansas statutes outline the step-by-step process for adopting airport zoning regulations. The City of Wichita asked the City of Bel Aire to consider an airport hazard zoning regulations for Jabara Airport. The Bel Aire Planning Commission was then appointed as the Airport Zoning Commission. The Airport Zoning Commission then held preliminary and final hearings regarding the proposed regulations. Ms. Schrock summarized the discussions of the Airport Zoning Commission. The commission discussed concerns about lighting and height restrictions for new businesses, and water proximity to Jabara and concerns about attracting water fowl. Ms. Schrock spoke to Jabara operations staff and they had no concerns about these issues. Following the final hearing, the Airport Zoning Commission voted to recommend approval of the regulations to City Council.

Councilmember McIntosh referred to Exhibit A, the Wichita-Sedgwick County Airport Hazard Zoning Map and asked if height restrictions indicated on the map will affect buildings in Sunflower Commerce Park. Ms. Schrock stated that no issues were shared.

City staff confirmed that no written communications regarding this case had been received.

Mayor Benage invited the public to speak on the matter. No one spoke.

Mayor Benage then requested deliberation by the Council. Councilmember Dehn stated he was in support of the regulations. He noted the ongoing development in the area. He stated the regulations make sense to protect the safety and well being of both aircraft and people on the ground. Councilmember Hamburg stated she would support approving the regulations, and she thanked staff and the Airport Zoning Commission for their thorough review of the regulations.

**MOTION:** Councilmember Dehn moved to approve an Ordinance establishing Airport Hazard Zoning Regulations and authorize the Mayor to sign. Councilmember Davied seconded the motion.

Roll Call Vote:

Greg Davied – Aye      Tyler Dehn – Aye      Emily Hamburg – Aye

Brandon McIntosh – Aye      Mike Proctor – Aye

**Motion carried 5-0.**

- E. **Consideration of Change Order #1 in the amount of \$1,550.00 with Nowak Construction Co., for hydro-excavation services along 45th Street between Oliver and Woodlawn, increasing the underlying contract not-to-exceed amount of \$58,900.00 to \$60,450.00.**

**MOTION:** Councilmember Hamburg moved to Approve Change Order No. 1 in the amount of \$1,550.00 with Nowak Construction Co., increasing the hydro-excavation contract not-to-exceed amount to \$60,450.00, and authorize the Mayor to sign. Councilmember Proctor seconded the motion. **Motion carried 5-0.**

- F. **Consideration of an Engagement Letter with Allen, Gibbs & Houlik, L.C. for 2025 Annual Audit Services.**

**MOTION:** Councilmember Davied moved to approve the Engagement Letter with Allen, Gibbs & Houlik L.C. for 2025 Annual Audit Services, at a cost not to exceed \$46,825.00 as presented, and authorize the Mayor to sign. Councilmember Proctor seconded the motion. **Motion carried 5-0.**

**XII. EXECUTIVE SESSION**

- A. **Executive Session A:** *This item was addressed earlier in the meeting.*
- B. **Executive Session B**

**MOTION:** Councilmember McIntosh moved to recess into executive session to discuss the performance of non-elected personnel, including but not limited to, the City Manager. The discussion will be pursuant to K.S.A. 75-4319(b)(1) to discuss personnel matters of non-elected personnel. Invite the City Manager and City Attorney. The meeting will be for a period of 15 minutes, and the open meeting will resume in City Council Chambers at 9:22 p.m. Councilmember Dehn seconded the motion. **Motion carried 5-0.**

The Council then recessed for Executive Session. At 9:23 p.m., Mayor Benage called the meeting back to order and stated that no binding action had been taken.

**MOTION:** Councilmember Proctor moved to recess into executive session to discuss the performance of non-elected personnel, including but not limited to, the City Manager. The discussion will be pursuant to K.S.A. 75-4319(b)(1) to discuss personnel matters of non-elected personnel. Invite the City Manager and City Attorney. The meeting will be for a period of 15 minutes, and the open meeting will resume in City Council Chambers at 9:40 p.m. Councilmember Davied seconded the motion. *Motion carried 5-0.*

The Council then recessed for Executive Session. At 9:41 p.m., Mayor Benage called the meeting back to order and stated that no binding action had been taken.

**XIII. DISCUSSION AND FUTURE ISSUES**

**A. City Council Workshop - May 12<sup>th</sup> at 7:00 p.m.**

Mayor Benage briefly listed topics for discussion at the next City Council workshop on May 12<sup>th</sup> at 7:00 p.m.

The Council also discussed a report provided by Chief of Police Darrell Atteberry in support of traffic camera technology. Three Councilmembers suggested a workshop be held to further discuss the topic. No official action was taken.

**XIV. ADJOURNMENT**

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

Approved by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Jim Benage, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Krehbiel, City Clerk



City of Bel Aire, KS

Payment Dates 4/29/2026 - 5/12/2026

Table with columns: Vendor DBA, Description (Item), Post Date, Payment Date, Project Account Key, Amount. Includes sub-totals for various vendors like AFLAC, AIR CAPITOL EXTERMINATING, ANNE STEPHENS, BEALL & MITCHELL, LLC, BOWERS PLUMBING COMPA..., CARDIO PARTNERS INC., CENTRAL MECHANICAL WICH..., COOPER LAW OFFICES, DELTA DENTAL PLAN of KANS..., DIGITAL OFFICE SYSTEMS - DOS, EMPOWER RETIREMENT 457, and EVERGY KANSAS CENTRAL INC.

AP ORDINANCE

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	05/06/2026	05/07/2026		53.87
EVERGY KANSAS CENTRAL INC	MAINT SHOP	05/06/2026	05/07/2026		191.82
EVERGY KANSAS CENTRAL INC	MAINT SHOP	05/06/2026	05/07/2026		115.09
EVERGY KANSAS CENTRAL INC	MAINT SHOP	05/06/2026	05/07/2026		230.18
EVERGY KANSAS CENTRAL INC	MAINT SHOP	05/06/2026	05/07/2026		230.18
EVERGY KANSAS CENTRAL INC	LIFT STATION	05/06/2026	05/07/2026		702.38
EVERGY KANSAS CENTRAL INC	FOUNTAINS	05/06/2026	05/07/2026		63.77
EVERGY KANSAS CENTRAL INC	LIFT STATION	05/06/2026	05/07/2026		29.20
EVERGY KANSAS CENTRAL INC	POOL	05/05/2026	05/08/2026		262.78
EVERGY KANSAS CENTRAL INC	MAINT SHOP	05/05/2026	05/08/2026		63.27
EVERGY KANSAS CENTRAL INC	MAINT SHOP	05/05/2026	05/08/2026		37.96
EVERGY KANSAS CENTRAL INC	MAINT SHOP	05/05/2026	05/08/2026		75.93
EVERGY KANSAS CENTRAL INC	MAINT SHOP	05/05/2026	05/08/2026		75.93
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	05/06/2026	05/07/2026		53.70
EVERGY KANSAS CENTRAL INC	LIFT STATION	05/06/2026	05/07/2026		64.54
EVERGY KANSAS CENTRAL INC	LIFT STATION	05/06/2026	05/07/2026		201.77
EVERGY KANSAS CENTRAL INC	REC	05/06/2026	05/07/2026		31.22
EVERGY KANSAS CENTRAL INC	WATER TOWER	05/05/2026	05/08/2026		51.30
EVERGY KANSAS CENTRAL INC	REC	05/07/2026	05/07/2026		386.47
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	05/06/2026	05/07/2026		31.01
EVERGY KANSAS CENTRAL INC	LIFT STATION	05/05/2026	05/08/2026		560.25
EVERGY KANSAS CENTRAL INC	CITY HALL	05/06/2026	05/07/2026		1,415.12
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	05/06/2026	05/07/2026		35.21
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	05/06/2026	05/07/2026		79.00
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	05/06/2026	05/07/2026		61.58
EVERGY KANSAS CENTRAL INC	LIFT STATION	05/06/2026	05/07/2026		264.08
EVERGY KANSAS CENTRAL INC	SPRINKLER	05/06/2026	05/07/2026		28.92
EVERGY KANSAS CENTRAL INC	WATER TOWER	05/06/2026	05/07/2026		252.48
EVERGY KANSAS CENTRAL INC	FOUNTAINS	05/06/2026	05/07/2026		94.80
<b>Vendor DBA 0046 - EVERGY KANSAS CENTRAL INC Total:</b>					<b>6,072.99</b>

Vendor DBA: 0118 -

EWING OUTDOOR SUPPLY/IRR...RECREATIONAL EQUIP/SUPPLI...	05/07/2026	05/08/2026		155.89
<b>Vendor DBA 0118 - EWING OUTDOOR SUPPLY/IRRIGATION PRODUCTS Total:</b>				<b>155.89</b>

Vendor DBA: 2654 -

EXPERT AUTO CENTER	PD-MAINTENANCE/REPAIR	04/29/2026	05/01/2026	765.65
EXPERT AUTO CENTER	PD-MAINTENANCE/REPAIR	04/28/2026	05/01/2026	62.98
<b>Vendor DBA 2654 - EXPERT AUTO CENTER Total:</b>				<b>828.63</b>

Vendor DBA: 2686 -

FELIX'S LANDSCAPING-IRRIGAT..IRRIGATION REPAIR	05/07/2026	05/08/2026		1,170.00
<b>Vendor DBA 2686 - FELIX'S LANDSCAPING-IRRIGATION Total:</b>				<b>1,170.00</b>

Vendor DBA: 0010 -

FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	05/07/2026	05/07/2026	12,797.14
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	05/07/2026	05/07/2026	317.12
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	05/07/2026	05/07/2026	1,993.00
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	05/07/2026	05/07/2026	930.98
FICA/FEDERAL W/H	FEDERAL W/H TAXES	05/07/2026	05/07/2026	7,310.82
FICA/FEDERAL W/H	FEDERAL W/H TAXES	05/07/2026	05/07/2026	159.20
FICA/FEDERAL W/H	FEDERAL W/H TAXES	05/07/2026	05/07/2026	1,293.58
FICA/FEDERAL W/H	FEDERAL W/H TAXES	05/07/2026	05/07/2026	516.65
FICA/FEDERAL W/H	MEDICARE/FICA	05/07/2026	05/07/2026	2,992.88
FICA/FEDERAL W/H	MEDICARE/FICA	05/07/2026	05/07/2026	74.16
FICA/FEDERAL W/H	MEDICARE/FICA	05/07/2026	05/07/2026	466.12
FICA/FEDERAL W/H	MEDICARE/FICA	05/07/2026	05/07/2026	217.74
<b>Vendor DBA 0010 - FICA/FEDERAL W/H Total:</b>				<b>29,069.39</b>

Vendor DBA: 0013 -

FOLEY EQUIPMENT	VEHICLE & EQUIP: REPAIR/MA...04/29/2026	04/29/2026	05/01/2026	238.19
FOLEY EQUIPMENT	VEHICLE & EQUIP: REPAIR/MA...04/29/2026	04/29/2026	05/01/2026	238.20
FOLEY EQUIPMENT	VEHICLE & EQUIP: REPAIR/MA...04/29/2026	04/29/2026	05/01/2026	238.20

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
FOLEY EQUIPMENT	VEHICLE & EQUIP: REPAIR/MA...	04/29/2026	05/01/2026		238.20
<b>Vendor DBA 0013 - FOLEY EQUIPMENT Total:</b>					<b>952.79</b>
<b>Vendor DBA: 0068 -</b>					
GALLS	UNIFORMS	04/30/2026	05/01/2026		186.18
GALLS	UNIFORMS	04/30/2026	05/01/2026		130.15
GALLS	UNIFORMS	04/30/2026	05/01/2026		1,555.69
<b>Vendor DBA 0068 - GALLS Total:</b>					<b>1,872.02</b>
<b>Vendor DBA: 0380 - GRAFIX SHOPPE</b>					
GRAFIX SHOPPE	NEW VEHICLE PURCHASE-GR...	04/28/2026	05/01/2026		876.62
<b>Vendor DBA 0380 - GRAFIX SHOPPE Total:</b>					<b>876.62</b>
<b>Vendor DBA: 0175 -</b>					
HASTY AWARDS	MEMORY PLATES	04/30/2026	05/01/2026		45.32
HASTY AWARDS	APPRECIATION PLATES	04/30/2026	05/01/2026		45.29
HASTY AWARDS	MEMORY PLATES	05/07/2026	05/08/2026		20.00
<b>Vendor DBA 0175 - HASTY AWARDS Total:</b>					<b>110.61</b>
<b>Vendor DBA: 2438 -</b>					
IMA FINANCIAL GROUP, INC	HEALTH BENEFITS ADMIN MT...	05/06/2026	05/08/2026		833.00
<b>Vendor DBA 2438 - IMA FINANCIAL GROUP, INC Total:</b>					<b>833.00</b>
<b>Vendor DBA: 0483 - INTERSTATE ALL BATTERY CNT</b>					
INTERSTATE ALL BATTERY CNT	COMMERCIAL BATTERY	04/29/2026	05/01/2026		223.40
<b>Vendor DBA 0483 - INTERSTATE ALL BATTERY CNT Total:</b>					<b>223.40</b>
<b>Vendor DBA: 1665 -</b>					
JOY K WILLIAMS, ATTY AT LAW	PROSECUTOR SVC	05/06/2026	05/08/2026		390.00
<b>Vendor DBA 1665 - JOY K WILLIAMS, ATTY AT LAW Total:</b>					<b>390.00</b>
<b>Vendor DBA: 0196 -</b>					
K P E R S	KP&F	05/07/2026	05/07/2026		11,834.40
K P E R S	KPERS 1	05/07/2026	05/07/2026		848.31
K P E R S	KPERS 1	05/07/2026	05/07/2026		453.71
K P E R S	KPERS 1	05/07/2026	05/07/2026		985.65
K P E R S	KPERS 1	05/07/2026	05/07/2026		373.74
K P E R S	KPERS 2	05/07/2026	05/07/2026		2,011.34
K P E R S	KPERS 2	05/07/2026	05/07/2026		327.78
K P E R S	KPERS 3	05/07/2026	05/07/2026		7,745.68
K P E R S	KPERS 3	05/07/2026	05/07/2026		1,406.54
K P E R S	KPERS 3	05/07/2026	05/07/2026		964.57
<b>Vendor DBA 0196 - K P E R S Total:</b>					<b>26,951.72</b>
<b>Vendor DBA: 0197 -</b>					
KANSAS DEPT OF REVENUE	KS STATE W/H	05/07/2026	05/07/2026		4,817.17
KANSAS DEPT OF REVENUE	KS STATE W/H	05/07/2026	05/07/2026		98.64
KANSAS DEPT OF REVENUE	KS STATE W/H	05/07/2026	05/07/2026		789.43
KANSAS DEPT OF REVENUE	KS STATE W/H	05/07/2026	05/07/2026		318.50
<b>Vendor DBA 0197 - KANSAS DEPT OF REVENUE Total:</b>					<b>6,023.74</b>
<b>Vendor DBA: 0287 -</b>					
KANSAS GAS SERVICE	MAINT PW UTILITIES	05/06/2026	05/08/2026		912.12
KANSAS GAS SERVICE	MAINT PW UTILITIES	05/06/2026	05/08/2026		912.14
KANSAS GAS SERVICE	MAINT PW UTILITIES	05/06/2026	05/08/2026		912.14
KANSAS GAS SERVICE	MAINT PW UTILITIES	05/06/2026	05/08/2026		912.14
<b>Vendor DBA 0287 - KANSAS GAS SERVICE Total:</b>					<b>3,648.54</b>
<b>Vendor DBA: 0274 -</b>					
KANSAS GOLF & TURF, INC	MOW EQUIP REPAIR/MAINTEN...	04/29/2026	05/01/2026		256.99
KANSAS GOLF & TURF, INC	MOW EQUIP REPAIR/MAINTEN...	04/29/2026	05/01/2026		257.00
KANSAS GOLF & TURF, INC	EQUIP REPAIR/MAINTENANCE	04/30/2026	05/01/2026		8.51
KANSAS GOLF & TURF, INC	EQUIP REPAIR/MAINTENANCE	04/30/2026	05/01/2026		8.51
KANSAS GOLF & TURF, INC	EQUIP REPAIR/MAINTENANCE	04/30/2026	05/01/2026		8.52
KANSAS GOLF & TURF, INC	EQUIP REPAIR/MAINTENANCE	04/30/2026	05/01/2026		8.52
KANSAS GOLF & TURF, INC	MINOR EQUIP:TOOLS, ELECT	04/28/2026	05/01/2026		456.31

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Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
KANSAS GOLF & TURF, INC	VEHICLE/EQUIP-SUPPLIES/PA...	04/28/2026	05/01/2026		100.00
<b>Vendor DBA 0274 - KANSAS GOLF &amp; TURF, INC Total:</b>					<b>1,104.36</b>
<b>Vendor DBA: 0169 -</b>					
KANSAS STATE TREASURER-B...	BOND PAYMENT	03/19/2026	04/30/2026	027-8804	199,384.25
KANSAS STATE TREASURER-B...	BOND PAYMENT	03/19/2026	04/30/2026		708,968.15
<b>Vendor DBA 0169 - KANSAS STATE TREASURER-BOND SVC. Total:</b>					<b>908,352.40</b>
<b>Vendor DBA: 0836 -</b>					
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	04/28/2026	05/01/2026		1,350.16
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	04/28/2026	05/01/2026		1,350.16
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	04/28/2026	05/01/2026		1,350.17
KANZA CO-OPERATIVE ASSOC...	DIESEL BULK FUEL	04/28/2026	05/01/2026		1,350.16
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	04/28/2026	05/01/2026		496.44
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	04/28/2026	05/01/2026		496.45
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	04/28/2026	05/01/2026		496.45
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	04/28/2026	05/01/2026		496.45
KANZA CO-OPERATIVE ASSOC...	UNLEADED BULK FUEL	04/28/2026	05/01/2026		496.45
<b>Vendor DBA 0836 - KANZA CO-OPERATIVE ASSOCIATION Total:</b>					<b>7,882.89</b>
<b>Vendor DBA: 3096 -</b>					
KRISTIN BEGGS	PER DIEM: KCJIS CONFERENCE	04/30/2026	05/01/2026		55.69
<b>Vendor DBA 3096 - KRISTIN BEGGS Total:</b>					<b>55.69</b>
<b>Vendor DBA: 0179 -</b>					
LEAGUE OF KS MUNICIPALITIES	TRAINING/CONFERENCES	03/18/2026	05/01/2026		25.00
<b>Vendor DBA 0179 - LEAGUE OF KS MUNICIPALITIES Total:</b>					<b>25.00</b>
<b>Vendor DBA: 0225 -</b>					
LEE REED ENGRAVING, INC	MEMORIAL TREE PLATE	04/29/2026	05/01/2026		20.20
<b>Vendor DBA 0225 - LEE REED ENGRAVING, INC Total:</b>					<b>20.20</b>
<b>Vendor DBA: 0279 -</b>					
LINDSIE N NYGAARD	PER DIEM:KCJIS CONFERENCE	04/30/2026	05/01/2026		63.48
<b>Vendor DBA 0279 - LINDSIE N NYGAARD Total:</b>					<b>63.48</b>
<b>Vendor DBA: 1326 - LOGO DEPOT</b>					
LOGO DEPOT	UNIFORMS & CLOTHING	04/29/2026	05/01/2026		182.75
LOGO DEPOT	UNIFORMS & CLOTHING	04/30/2026	05/01/2026		153.00
<b>Vendor DBA 1326 - LOGO DEPOT Total:</b>					<b>335.75</b>
<b>Vendor DBA: 0293 -</b>					
MAXIMUM OUTDOOR EQUIP...	VEHICLE/EQUIP-SUPPLIES/PA...	04/29/2026	05/01/2026		21.11
<b>Vendor DBA 0293 - MAXIMUM OUTDOOR EQUIPMENT/SVC Total:</b>					<b>21.11</b>
<b>Vendor DBA: 2584 -</b>					
MICHAEL GORDON	PER DIEM-KCJIS CONFERENCE	04/30/2026	05/01/2026		18.00
<b>Vendor DBA 2584 - MICHAEL GORDON Total:</b>					<b>18.00</b>
<b>Vendor DBA: 0234 -</b>					
MIDWEST TRUCK EQUIPMENT ..	VEH/EQUIPMENT PURCHASE	04/29/2026	05/01/2026		705.00
MIDWEST TRUCK EQUIPMENT ..	VEH/EQUIPMENT PURCHASE	04/29/2026	05/01/2026		705.00
MIDWEST TRUCK EQUIPMENT ..	VEH/EQUIPMENT PURCHASE	04/29/2026	05/01/2026		705.00
MIDWEST TRUCK EQUIPMENT ..	VEH/EQUIPMENT PURCHASE	04/29/2026	05/01/2026		705.00
<b>Vendor DBA 0234 - MIDWEST TRUCK EQUIPMENT INC Total:</b>					<b>2,820.00</b>
<b>Vendor DBA: 0445 -</b>					
MKEC ENGINEERING, INC	ARTISTIC SKYVIEW AT WEBB ...	04/30/2026	05/01/2026	030-8830	1,452.00
MKEC ENGINEERING, INC	ARTISTIC SKYVIEW AT WEBB ...	04/30/2026	05/01/2026	030-8831	1,651.95
MKEC ENGINEERING, INC	ARTISTIC SKYVIEW AT WEBB ...	04/30/2026	05/01/2026	030-8832	2,963.40
MKEC ENGINEERING, INC	ARTISTIC SKYVIEW AT WEBB ...	04/30/2026	05/01/2026	030-8833	3,465.80
MKEC ENGINEERING, INC	ARTISTIC SKYVIEW AT WEBB ...	04/30/2026	05/01/2026	030-8892	9,395.00
<b>Vendor DBA 0445 - MKEC ENGINEERING, INC Total:</b>					<b>18,928.15</b>
<b>Vendor DBA: 0226 -</b>					
NOWAK CONSTRUCTION CO I...	45TH ST N-OLIVER TO WOOD...	05/08/2026	05/08/2026	021-8892	60,450.00
<b>Vendor DBA 0226 - NOWAK CONSTRUCTION CO INC. Total:</b>					<b>60,450.00</b>

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<b>Vendor DBA: 2248 -</b>					
PARKS INC	VEHICLE REPAIR/MAINT	05/07/2026	05/08/2026		1,182.63
<b>Vendor DBA 2248 - PARKS INC Total:</b>					<b>1,182.63</b>
<b>Vendor DBA: 2369 -</b>					
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	05/05/2026	05/01/2026		190.42
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	05/05/2026	05/01/2026		12.76
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	05/07/2026	05/08/2026		238.57
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	05/07/2026	05/08/2026		120.74
<b>Vendor DBA 2369 - PAYLOCITY CORPORATION Total:</b>					<b>562.49</b>
<b>Vendor DBA: 3088 -</b>					
PD PLUMBING, INC.	CITY SEWER MAIN REPAIR	05/07/2026	05/08/2026		4,700.00
<b>Vendor DBA 3088 - PD PLUMBING, INC. Total:</b>					<b>4,700.00</b>
<b>Vendor DBA: 2324 -</b>					
PROFESSIONAL ENGINEERING...	BEL AIRE BASE MONTHLY SERV..	05/07/2026	05/08/2026		10,000.00
PROFESSIONAL ENGINEERING...	BEL AIRE LAKES ADDITION PH...	05/07/2026	05/08/2026	005-8862	7,555.88
PROFESSIONAL ENGINEERING...	BEL AIRE LAKES ADDITION PH...	05/07/2026	05/08/2026	005-8863	7,555.87
PROFESSIONAL ENGINEERING...	BEL AIRE WOODLAWN AVE 37...	05/07/2026	05/08/2026		1,852.50
<b>Vendor DBA 2324 - PROFESSIONAL ENGINEERING CONSU Total:</b>					<b>26,964.25</b>
<b>Vendor DBA: 0153 - PYEBARKER FIRE &amp; SAFETY</b>					
PYEBARKER FIRE & SAFETY	PW FIRE EXT CERT ANNUAL	04/29/2026	05/01/2026		167.50
PYEBARKER FIRE & SAFETY	PW FIRE EXT CERT ANNUAL	04/29/2026	05/01/2026		167.50
PYEBARKER FIRE & SAFETY	CH-FIRE EXT. CERT. ANNUAL	05/07/2026	05/08/2026		128.00
PYEBARKER FIRE & SAFETY	PD FIRE EXT. CERT. ANNUAL	05/07/2026	05/08/2026		373.20
<b>Vendor DBA 0153 - PYEBARKER FIRE &amp; SAFETY Total:</b>					<b>836.20</b>
<b>Vendor DBA: 0456 -</b>					
QUILL	QUILL - OFFICE SUPPLIES	04/29/2026	05/01/2026		100.28
<b>Vendor DBA 0456 - QUILL Total:</b>					<b>100.28</b>
<b>Vendor DBA: 0261 -</b>					
RAVENS CRAFT IMPLEMENT IN...	VEH/EQUIP REPAIRS & MAINT	05/07/2026	05/08/2026		302.36
<b>Vendor DBA 0261 - RAVENS CRAFT IMPLEMENT INC. Total:</b>					<b>302.36</b>
<b>Vendor DBA: 2726 -</b>					
SHORT ELLIOTT HENDRICKSON...	BELAC SUNFLOWER PARK 3RD...	04/30/2026	05/01/2026	013-8830	6,751.25
SHORT ELLIOTT HENDRICKSON...	BELAC SUNFLOWER PARK 3RD...	04/30/2026	05/01/2026	013-8831	6,751.25
SHORT ELLIOTT HENDRICKSON...	BELAC SUNFLOWER PARK 3RD...	04/30/2026	05/01/2026	013-8832	6,751.25
SHORT ELLIOTT HENDRICKSON...	BELAC SUNFLOWER PARK 3RD...	04/30/2026	05/01/2026	013-8833	6,751.25
<b>Vendor DBA 2726 - SHORT ELLIOTT HENDRICKSON INC Total:</b>					<b>27,005.00</b>
<b>Vendor DBA: 1822 -</b>					
SIMPLOT TURF & HORTICULT...	REC-TURF SUPPLIES/FERTILIZER	05/07/2026	05/08/2026		1,036.93
<b>Vendor DBA 1822 - SIMPLOT TURF &amp; HORTICULTURE OKLAHOMA CITY Total:</b>					<b>1,036.93</b>
<b>Vendor DBA: 0140 -</b>					
SPECTRUM PROMOTIONAL P...	REC SPORTS SHIRTS/UNIFOR...	05/06/2026	05/08/2026		242.55
SPECTRUM PROMOTIONAL P...	REC SPORTS SHIRTS/UNIFOR...	05/06/2026	05/08/2026		136.50
SPECTRUM PROMOTIONAL P...	REC SPORTS SHIRTS/UNIFOR...	05/06/2026	05/08/2026		877.72
<b>Vendor DBA 0140 - SPECTRUM PROMOTIONAL PRODUCTS Total:</b>					<b>1,256.77</b>
<b>Vendor DBA: 2788 -</b>					
TYLER TECHNOLOGIES INC	INCODE SMART METER PORT...	04/28/2026	05/01/2026		11.75
TYLER TECHNOLOGIES INC	INCODE SMART METER PORT...	04/28/2026	05/01/2026		11.75
<b>Vendor DBA 2788 - TYLER TECHNOLOGIES INC Total:</b>					<b>23.50</b>
<b>Vendor DBA: 0503 -</b>					
UNDERGROUND VAULTS & ST...	DOCUMENT SHREDDING	05/06/2026	05/08/2026		5.25
UNDERGROUND VAULTS & ST...	DOCUMENT SHREDDING	05/06/2026	05/08/2026		5.25
UNDERGROUND VAULTS & ST...	YEARLY STORAGE	05/06/2026	05/08/2026		695.44
<b>Vendor DBA 0503 - UNDERGROUND VAULTS &amp; STORAGE-UV&amp;S Total:</b>					<b>705.94</b>
<b>Vendor DBA: 1363 -</b>					
UNITED INDUSTRIES INC	POOL CHEMICALS	05/07/2026	05/08/2026		2,186.00
<b>Vendor DBA 1363 - UNITED INDUSTRIES INC Total:</b>					<b>2,186.00</b>

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<b>Vendor DBA: 2286 -</b>					
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	04/30/2026	05/01/2026		6,410.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	05/06/2026	05/08/2026		4,440.00
UTILITY MAINTENANCE CONT...	WATER SERVICE INSTALL	05/06/2026	05/08/2026		8,880.00
<b>Vendor DBA 2286 - UTILITY MAINTENANCE CONTRACTOR Total:</b>					<b>19,730.00</b>
<b>Vendor DBA: 0989 -</b>					
VERIZON	CELL PHONE SERVICE	05/05/2026	05/02/2026		81.55
VERIZON	CELL PHONE SERVICE	05/05/2026	05/02/2026		41.54
VERIZON	CELL PHONE SERVICE	05/05/2026	05/02/2026		41.54
VERIZON	CELL PHONE SERVICE	05/05/2026	05/02/2026		86.55
VERIZON	CELL PHONE SERVICE	05/05/2026	05/02/2026		720.18
VERIZON	CELL PHONE SERVICE	05/05/2026	05/02/2026		40.01
VERIZON	CELL PHONE SERVICE	05/05/2026	05/02/2026		24.36
VERIZON	CELL PHONE SERVICE	05/05/2026	05/02/2026		102.22
VERIZON	CELL PHONE SERVICE	05/05/2026	05/02/2026		164.63
VERIZON	CELL PHONE SERVICE	05/05/2026	05/02/2026		80.02
VERIZON	CELL PHONE SERVICE	05/05/2026	05/02/2026		201.58
VERIZON	CELL PHONE SERVICE	05/05/2026	05/02/2026		196.95
<b>Vendor DBA 0989 - VERIZON Total:</b>					<b>1,781.13</b>
<b>Vendor DBA: 1899 -</b>					
VISION ALLIANCE MARKETING...	COURT SERVICES OFFICER	05/07/2026	05/08/2026		400.00
<b>Vendor DBA 1899 - VISION ALLIANCE MARKETING,LLC-SCKACS Total:</b>					<b>400.00</b>
<b>Vendor DBA: 0102 - WHITE STAR MACHINERY &amp; SPL</b>					
WHITE STAR MACHINERY & SPL	EQUIPMENT RENTAL	04/30/2026	05/01/2026		2,570.00
WHITE STAR MACHINERY & SPL	EQUIPMENT RENTAL	04/29/2026	05/01/2026		1,392.00
<b>Vendor DBA 0102 - WHITE STAR MACHINERY &amp; SPL Total:</b>					<b>3,962.00</b>
<b>Vendor DBA: 0003 - WILLIAMS JANITORIAL SUPPLY WAREHOUSE</b>					
WILLIAMS JANITORIAL SUPPLY...	JANITORIAL SUPPLIES	04/29/2026	05/01/2026		156.41
<b>Vendor DBA 0003 - WILLIAMS JANITORIAL SUPPLY WAREHOUSE Total:</b>					<b>156.41</b>
<b>Grand Total:</b>					<b>1,187,074.36</b>

# Report Summary

## Fund Summary

Fund	Payment Amount
100 - General Fund	100,396.70
200 - Special Street & Highway	8,328.81
320 - Capital Projects Fund 2	320,879.15
410 - Bond & Interest	708,968.15
520 - Water Utility	32,110.80
530 - Sewer Utility	14,998.75
550 - Stormwater Utility	1,392.00
<b>Grand Total:</b>	<b>1,187,074.36</b>

## Account Summary

Account Number	Account Name	Payment Amount
100-000-000-2014	FEDERAL TAX PAYABLE	7,310.82
100-000-000-2016	SOCIAL SECURITY PAYAB...	12,797.14
100-000-000-2018	MEDICARE PAYABLE	2,992.88
100-000-000-2020	STATE TAX PAYABLE	4,817.17
100-000-000-2022	KPERS 1 PAYABLE	848.31
100-000-000-2024	KPERS 2 PAYABLE	2,011.34
100-000-000-2026	KPERS 3 PAYABLE	7,745.68
100-000-000-2028	KP&F PAYABLE	11,834.40
100-000-000-2034	457 DEFERRED COMP P...	1,152.00
100-000-000-2036	AFLAC ACCIDENT PAYAB...	374.42
100-000-000-2056	DENTAL INS PAYABLE	2,782.11
100-000-000-2062	FSA HEALTH PAYABLE	428.99
100-100-110-7046	COMMUNICATION SERV...	81.55
100-100-110-7804	LEGAL SERVICES	1,852.50
100-100-130-6048	HOTEL & TRAVEL	278.15
100-100-130-7032	ENGINEERING SERVICES -..	10,000.00
100-100-130-7046	COMMUNICATION SERV...	41.54
100-100-140-6014	OFFICE SUPPLIES	100.28
100-100-150-6038	MERCHANDISE TSF OR D...	20.20
100-100-150-6040	UNIFORMS/CLOTHING	335.75
100-100-160-7024	CONTRACTUAL SVCS	833.00
100-100-160-7046	COMMUNICATION SERV...	41.54
100-100-170-6046	TRAINING/CONFERENCES	25.00
100-100-170-6048	HOTEL & TRAVEL	55.69
100-100-170-7046	COMMUNICATION SERV...	86.55
100-120-240-6048	HOTEL & TRAVEL	63.48
100-120-240-7024	CONTRACTUAL SERVICES	5.25
100-120-240-7026	COURT APPT ATTY/INVE...	1,300.00
100-120-240-7804	LEGAL SERVICES	2,027.98
100-120-250-6036	SAFETY EQUIP & SUPPLI...	4,199.94
100-120-250-6040	UNIFORMS/CLOTHING	1,872.02
100-120-250-6048	HOTEL & TRAVEL	18.00
100-120-250-7024	CONTRACTUAL SERVICES	1,995.28
100-120-250-7046	COMMUNICATION SERV...	720.18
100-120-250-7604	VEH & EQUIP: REPAIR/...	2,011.26
100-130-330-6004	CHEMICALS	2,186.00
100-130-330-7046	COMMUNICATION SERV...	40.01
100-130-330-7048	UTILITIES	262.78
100-130-340-7046	COMMUNICATION SERV...	24.36
100-130-350-6004	CHEMICALS	1,036.93
100-130-350-6006	IRRIGATION MAINT/REP...	1,170.00
100-130-350-6010	COMMUNITY RELATION...	110.61
100-130-350-6034	CLEANING SUPPLIES	156.41
100-130-350-6056	PETROLEUM PRODUCTS	496.44
100-130-350-6400	RECREATIONAL EQUIP/S...	1,412.66
100-130-350-6604	VEHICLE/EQUIP SUPPLIE...	21.11

## Account Summary

Account Number	Account Name	Payment Amount
100-130-350-7048	UTILITIES	417.69
100-150-510-6054	MINOR EQUIP: TOOLS,E...	713.30
100-150-510-6056	PETROLEUM PRODUCTS	1,846.61
100-150-510-6602	VEH/EQUIP REPAIRS & ...	302.36
100-150-510-6604	VEHICLE/EQUIP SUPPLIE...	813.51
100-150-510-7024	CONTRACTUAL SERVICES	50.25
100-150-510-7046	COMMUNICATION SERV...	102.22
100-150-510-7048	UTILITIES	1,572.95
100-150-510-7604	VEH & EQUIP: REPAIR/...	238.19
100-160-610-7046	COMMUNICATION SERV...	164.63
100-190-910-7024	CONTRACTUAL SVCS	2,782.16
100-190-910-7048	UTILITIES	1,415.12
200-000-000-2014	FEDERAL TAX PAYABLE	159.20
200-000-000-2016	SOCIAL SECURITY PAYAB...	317.12
200-000-000-2018	MEDICARE PAYABLE	74.16
200-000-000-2020	STATE TAX PAYABLE	98.64
200-000-000-2022	KPERS 1 PAYABLE	453.71
200-210-200-6054	MINOR EQUIP: TOOLS,E...	257.00
200-210-200-6056	PETROLEUM PRODUCTS	1,846.61
200-210-200-6604	VEHICLE/EQUIP SUPPLIE...	713.51
200-210-200-7024	CONTRACTUAL SERVICES	2,600.15
200-210-200-7040	STREET LIGHTING	239.10
200-210-200-7046	COMMUNICATION SERV...	80.02
200-210-200-7048	UTILITIES	1,251.39
200-210-200-7604	VEH & EQUIP: REPAIR/...	238.20
320-320-320-8804	CIP - CAPITALIZED INTER...	199,384.25
320-320-320-8830	DESIGN - WATER	8,203.25
320-320-320-8831	DESIGN - SEWER	8,403.20
320-320-320-8832	DESIGN - PAVING	9,714.65
320-320-320-8833	DESIGN - DRAINAGE	10,217.05
320-320-320-8862	INSPECTION - PAVING	7,555.88
320-320-320-8863	INSPECTION - DRAINAGE	7,555.87
320-320-320-8892	GEOTECH SERVICES	69,845.00
410-410-410-8702	DEBT SERVICE INTEREST	708,968.15
520-000-000-2014	FEDERAL TAX PAYABLE	1,293.58
520-000-000-2016	SOCIAL SECURITY PAYAB...	1,993.00
520-000-000-2018	MEDICARE PAYABLE	466.12
520-000-000-2020	STATE TAX PAYABLE	789.43
520-000-000-2022	KPERS 1 PAYABLE	985.65
520-000-000-2024	KPERS 2 PAYABLE	327.78
520-000-000-2026	KPERS 3 PAYABLE	1,406.54
520-000-000-2036	AFLAC ACCIDENT PAYAB...	131.04
520-000-000-2056	DENTAL INS PAYABLE	226.16
520-210-520-6056	PETROLEUM PRODUCTS	1,846.62
520-210-520-6604	VEHICLE/EQUIP SUPPLIE...	713.52
520-210-520-6802	WATER SYSTEM MAINT/...	6,410.00
520-210-520-7024	CONTRACTUAL SERVICES	13,559.55
520-210-520-7046	COMMUNICATION SERV...	201.58
520-210-520-7048	UTILITIES	1,522.03
520-210-520-7604	VEH & EQUIP: REPAIR/...	238.20
530-000-000-2014	FEDERAL TAX PAYABLE	516.65
530-000-000-2016	SOCIAL SECURITY PAYAB...	930.98
530-000-000-2018	MEDICARE PAYABLE	217.74
530-000-000-2020	STATE TAX PAYABLE	318.50
530-000-000-2022	KPERS 1 PAYABLE	373.74
530-000-000-2026	KPERS 3 PAYABLE	964.57
530-000-000-2056	DENTAL INS PAYABLE	344.37
530-000-000-2062	FSA HEALTH PAYABLE	133.50

**Account Summary**

Account Number	Account Name	Payment Amount
530-210-530-6056	PETROLEUM PRODUCTS	1,846.61
530-210-530-6604	VEHICLE/EQUIP SUPPLIE...	936.92
530-210-530-6806	LIFT STATION OPERATIO...	1,822.22
530-210-530-7024	CONTRACTUAL SERVICES	4,939.55
530-210-530-7046	COMMUNICATION SERV...	196.95
530-210-530-7048	UTILITIES	1,218.25
530-210-530-7604	VEH & EQUIP: REPAIR/...	238.20
550-550-550-7024	CONTRACTUAL SERVICES	1,392.00
	<b>Grand Total:</b>	<b>1,187,074.36</b>

**Project Account Summary**

Project Account Key	Payment Amount	
**None**	866,195.21	
005-8862	7,555.88	
005-8863	7,555.87	
013-8830	6,751.25	
013-8831	6,751.25	
013-8832	6,751.25	
013-8833	6,751.25	
021-8892	60,450.00	
027-8804	199,384.25	
030-8830	1,452.00	
030-8831	1,651.95	
030-8832	2,963.40	
030-8833	3,465.80	
030-8892	9,395.00	
	<b>Grand Total:</b>	<b>1,187,074.36</b>



City of Bel Aire, KS

Section VIII, Item A.

# Payroll Check Register Report Summary

Pay Period: 4/18/2026-5/1/2026

Packet: PYPKT00298 - PY 04.18.26-05.01.26: PAID 5.7.26  
Payroll Set: Payroll Set 01 - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	75	94,526.30
<b>Total</b>	<b>75</b>	<b>94,526.30</b>

Approved 05/13/2026

AP ORD 26-09 total Expenses: \$1,281,600.66

Special Assessment Project Costs: \$61,044.90

*Barry Smith*



DATE: March 10, 2026  
TO: Ted Henry, City Manger  
FROM: Bel Aire City Council  
SUBJECT: Solid Waste and Recycling Service Agreement

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**Background**

The City entered into its current agreement with Waste Connections in May 2016 following a formal Request for Proposal (RFP) process. The agreement provided residential solid waste and single-stream recycling services and included automatic renewals through May 31, 2026.

**Utility Advisory Committee Involvement**

At its October 2025 meeting, the Utility Advisory Committee (UAC) met with the City Manager and Herschel West, a representative of Waste Connections, to discuss upcoming agreement negotiations and several proposed contract terms. The UAC expressed satisfaction with the level of service currently being provided but pushed back on Waste Connections’ proposal to eliminate the citywide curbside cleanup days and replace them with a voucher system for residents.

The committee also discussed collection hours during periods of extreme summer heat. While the UAC expressed some concern regarding noise associated with earlier collection times, the committee generally understood Waste Connections’ desire to begin routes earlier on extremely hot days. Waste Connections emphasized that this issue was important for employee safety and operational efficiency.

At its March 2026 meeting, the UAC again met with the City Manager to review the proposed agreement and negotiation progress. The UAC supported staff’s recommendation to negotiate directly with Waste Connections rather than proceed with a formal RFP process. At the March 17, 2026 City Council meeting, the City Council agreed with the UAC’s recommendation and direction.

At its May 2026 meeting, the UAC again met with the City Manager to review the proposed contract prior to City Council consideration. The UAC supported staff’s recommendation to approve the agreement as presented.

**Background on the Solid Waste Industry and Regional Context**

The solid waste industry differs from many municipal services due to the importance of regional disposal infrastructure, particularly transfer stations and landfills. Waste Connections owns and operates key disposal infrastructure serving the Wichita metropolitan area, which creates a significant competitive advantage within the regional market.

Several neighboring communities currently utilize Waste Connections through negotiated municipal agreements, including Derby, Park City, Valley Center, and Andover.

Staff also considered the operational impacts associated with changing providers, including the removal and replacement of thousands of residential trash and recycling carts, changes in collection schedules, and likely increases in service complaints during a transition period.

**Negotiation Summary**

Staff spent significant time negotiating contract terms, annual rate adjustments, fuel adjustment provisions, and operational service standards. During negotiations, staff reviewed surrounding community agreements and regional pricing structures.

As discussed above, Waste Connections has several advantages within the regional market, which made it challenging to create negotiating leverage. That said, the City Manager focused on using data and comparable market information to keep long-term rates as low as possible.

**Current Resident Rates (Including Administrative Fees)**

Bel Aire: \$18.13/month (1 standard trash cart and 1 standard recycling cart)

Valley Center: \$18.61/month (1 standard trash cart and 1 standard recycling cart)

Park City: \$18.90/month (1 standard trash cart and 1 standard recycling cart)

Andover: \$23.62/month (1 standard trash cart and 1 standard recycling cart)

Staff focused negotiations on securing the lowest possible long-term annual increase while maintaining current service levels. Waste Connections initially proposed a structure similar to other regional agreements that included annual increases of approximately 3% along with fuel-based escalators tied to diesel pricing indexes.

Using Bureau of Labor Statistics data for the garbage and trash collection index, staff negotiated a fixed annual increase of 2.1% beginning in Year 2 of the agreement. If we look at the next 10-year period, the average annual increase will be 1.9%, which closely aligns with the Bureau’s reported index growth of 1.84% from 2016 to 2026.

The agreement also includes a fuel adjustment provision beginning in Year 3 of the contract. The provision allows a 1% rate adjustment for every \$1.00 increase above \$4.00 per gallon in Midwest diesel fuel pricing.

Another important point during negotiations was maintaining residents’ ability to choose whether to utilize Waste Connections for trash service. Under both the current and proposed agreements, residents are not required to use Waste Connections for trash collection services and may choose another provider if desired. However, recycling service remains mandatory under City ordinance. Staff believed maintaining resident choice was an important component of the agreement.

Staff believes securing a lower fixed annual increase now better positions the City for future contract negotiations and long-term affordability.

**Other Terms of the Proposed Agreement**

- Weekly residential trash collection for participating households (same as current agreement)
- Up to three additional bags allowed at no additional cost (same as current agreement)
- Citywide curbside recycling service (same as current agreement)
- Two annual citywide curbside cleanup events (same as current agreement)
- Annual community shred day (same as current agreement)
- Trash and recycling service for City-owned facilities (same as current agreement)
- Continued support for City festivals and events (same as current agreement)
- \$33 per month for trash carryout service (standard service rate is \$45 per month)
- \$25 cart pickup fee for service cancellation or nonpayment (passed through to the customer)

**Financial Impact and Recommendation**

The proposed agreement provides predictable long-term cost increases and maintains current residential service levels. Staff believes the negotiated agreement balances long-term cost control with continued service reliability and operational stability. Staff recommends approval of the proposed Franchise Agreement with Waste Connections of Kansas, Inc. and authorization for the Mayor to execute the agreement.

1 FRANCHISE AGREEMENT  
2 FOR THE COLLECTION, HAULING AND DISPOSAL OF  
3 SOLID WASTE  
4 IN THE CITY OF BEL AIRE, KANSAS  
5

6 THIS FRANCHISE AGREEMENT (this “Agreement”) is made and entered into as of June 1, 2026, by  
7 and between Waste Connections of Kansas, Inc. a Delaware corporation authorized to do business in Kansas,  
8 with its principal office at 2745 North Ohio Street, Wichita, Kansas, 67219, (316) 838-4973 (the “Service  
9 Provider”), and the City of Bel Aire, Kansas, a municipal corporation (the “City”).

10 WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and  
11 regulations of the City, desires to grant to the Service Provider the franchise, license and privilege to collect, haul  
12 and dispose of Solid Waste within the City’s corporate limits.

13 NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and  
14 agreements set forth herein, the Service Provider and the City hereby agree as follows:

15 **SECTION 1. DEFINED TERMS.**

16 The following terms, as used herein, will be defined as follows:

17 **Bag** – Plastic sacks, secured at the top, designed to store refuse with sufficient wall strength to maintain physical  
18 integrity when lifted by the top. Total capacity of a bag will be thirteen (13) gallons and the weight of a bag and  
19 its contents shall not exceed thirty-five (35) pounds.

20 **Bundles** – Items measuring less than twelve (12) inches in diameter and less than four (4) feet in length and  
21 collectively weighing less than thirty-five (35) pounds, which are securely fastened together, including, but not  
22 limited to, tree, shrub, and brush trimmings, newspapers and magazines.

23 **Business Day** – Any day that is not a Saturday, a Sunday or other day on which banks are required or authorized  
24 by law to be closed in the City.

25 **Container** – Any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, whether utilized  
26 by a Residential, Municipal or other application for collecting Solid Waste.

27 **Customer** – Any person, entity, organization or the like receiving Services or required to receive Services  
28 pursuant to this Agreement.

29 **Excluded Waste** – Any Hazardous Waste and any radioactive, volatile, corrosive, highly flammable, explosive,  
30 biomedical, infectious, biohazardous, or toxic material as defined by applicable federal, state or local laws or  
31 regulations.

32 **Hazardous Waste** – Waste identified or listed as a hazardous waste by the administrator of the United States  
33 Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource  
34 Conservation and Recovery Act of 1976, as amended, or so classified by any applicable federal or state statute,  
35 rule, order or regulation.

36 **Holidays** – The following days:

- 37 (1) New Year's Day (January 1<sup>st</sup>)
- 38 (2) Thanksgiving Day
- 39 (3) Christmas Day (December 25<sup>th</sup>).

40 **Landfill** – Any facility or area of land lawfully receiving Solid Waste for disposal.

41 **Municipal Facilities** – Only those specific municipal locations as set forth in this Agreement.

42 **Multi-Family Residential Unit** – Any residential dwelling that is designed for, and inhabited by, multiple family  
43 units and that generates and accumulates Solid Waste.

44 **Recyclable Materials** – Any non-contaminated materials, which may include but may not be limited to paper,  
45 cardboard, and plastics. Recyclable Materials does not include Solid Waste or Excluded Waste.

46 **Residential Unit** – Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family  
47 Residential Unit.

48 **Roll-Off** – A Container with thirty (30) cubic yards of capacity.

49 **Roll-Out** – A Container with ninety-five (95) gallons of capacity used for collection of Solid Waste or Recycling.

50 **Single-Family Residential Unit** – Any residential dwelling that is designed for, and inhabited by, a single person  
51 or family unit and that generates and accumulates Solid Waste.

52 **Solid Waste** – As defined by the EPA under 40 C.F.R. § 261.2(a)(1) or by applicable state laws, including,  
53 without limitation, any such waste that is mixed with or that constitutes Recyclable Materials.

55 **SECTION 2. FRANCHISE GRANT.**

56 The City hereby grants to the Service Provider, in accordance with the City’s ordinances and regulations  
57 governing the collection, hauling and disposal of Solid Waste and Recyclable Materials, the franchise, license  
58 and privilege to collect, haul and dispose of Solid Waste and Recyclable Materials over, upon, along, and across  
59 the City’s present and future streets, alleys, bridges and public properties, and with respect to Recyclable Materials  
60 only, such franchise shall be on an exclusive basis. The Service Provider may independently enforce the  
61 exclusivity provisions of this Agreement against third-party violators, including, but not limited to, seeking  
62 injunctive relief, and the City may cooperate in such enforcement actions brought by the Service Provider, only  
63 to the extent it does not interfere with public service obligations or operations. For clarity and avoidance of doubt,  
64 the scope of Service Provider’s exclusive rights extend only to Recyclable Materials and do not include Solid  
65 Waste, as further detailed in Section 3, Operations below.

66 **SECTION 3. OPERATIONS.**

67 A. Scope of Operations. The Service Provider will collect, haul and dispose of all Recyclable Materials (on  
68 a mandatory basis) and Solid Waste (on an opt-in basis) (as provided herein) (i) generated and accumulated by  
69 Residential Units, and Municipal Facilities (ii) placed within or adjacent to Containers by those Residential Units  
70 receiving the services of the Service Provider (or otherwise generated and accumulated by those Residential  
71 Units), all within the City’s corporate limits, including any territories annexed by the City during the term of this  
72 Agreement (the “Services”). For the avoidance of doubt, collection of Recyclable Materials shall be provided to  
73 all Residential Units, while collection of Solid Waste shall be provided only to those Residential Units that have  
74 opted in to receive Solid Waste collection services as described in Section 13.  
75

76 B. Nature of Operations. The City hereby grants to the Service Provider, in accordance with the City’s  
77 ordinances and regulations governing the collection, hauling and disposal of Solid Waste and Recyclable  
78 Materials, the title to all Solid Waste and Recyclable Materials collected, hauled and disposed of by the Service  
79 Provider over, upon, along and across the City’s present and future streets, alleys, bridges and public properties.  
80

81 C. Title to Waste. Title to and liability for Solid Waste and Recyclable Materials shall pass to the Service  
82 Provider upon loading of such materials into the Service Provider’s trucks. All Customers shall not deposit in  
83 the Service Provider’s equipment or place for collection by the Service Provider any Excluded Waste.  
84 Notwithstanding any other term contained herein, the Service Provider shall have no obligation to collect any  
85 material which is, or which the Service Provider reasonably believes to be, Excluded Waste. Title to and liability  
86 for any Excluded Waste shall remain with the Customer, even if the Service Provider inadvertently collects and

87 disposes of such Excluded Waste. If the Service Provider finds what reasonably appears to be discarded Excluded  
88 Waste, Service Provider shall notify the Customer and the City.

89

90 D. Recyclable Materials. Recyclable Materials collection is mandatory for all Residential Units. The owners  
91 and occupants of any Residential Units, and the City, as applicable, agree to comply with any description of and/or  
92 procedures with respect to removal of contaminants or preparation of Recyclable Materials as reasonably provided  
93 by Service Provider. If any Residential Unit, or the City, as applicable, fails to do so, Service Provider may  
94 decline to collect such materials without being in breach of this Agreement. Service Provider shall not be  
95 responsible for and has not made any representation regarding the ultimate recycling of such Recyclable Materials  
96 by any third-party facilities.

97 **SECTION 4. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTION.**

98 A. Single-Family Residential Units. The Service Provider will collect Solid Waste from each Single-Family  
99 Residential Unit that has opted in to Solid Waste collection services pursuant to Section 13 on a regular schedule  
100 of once per week; provided, that (i) such Solid Waste is placed in Containers provided by Service Provider and  
101 up to three (3) Bags, and Bundles, and (ii) such Containers, Bags and Bundles are placed within five (5) feet of  
102 the curbside or right of way adjacent to the Single-Family Residential Unit no later than 6:00 a.m. on the scheduled  
103 collection day.

104

105 B. Excess or Misplaced Solid Waste. The Service Provider shall collect all Solid Waste placed within the  
106 Roll-Out Containers provided by the Service Provider, up to three (3) Bags, three (3) Bundles or one (1) personal  
107 receptacle no larger than 32 -gallons capacity and no more than 40 pounds in weight. Any excess Bags, Bundles  
108 or Personal receptacles must scheduled in advanced and prepaid in accordance with the Extra Bag Fee set forth  
109 in Exhibit A. The Service Provider will not be required to provide Service when Containers, Bags or Bundles are  
110 located near cars, mailboxes, or other obstructions in a way that the Service Provider reasonably determines  
111 creates an unsafe condition that could cause damage to property or injury to persons.

112

113 C. Carry Out Service. Upon request by a Customer who is elderly (65 years of age or older) or disabled, the  
114 Service Provider will provide Carry Out Service, whereby the Service Provider will collect Solid Waste from a  
115 location at or near the Customer's residence rather than at the curbside or right of way. To receive Carry Out  
116 Service, the Customer must (i) submit a written request to the Service Provider or the City, (ii) designate a  
117 collection location that is accessible, safe, and within reasonable proximity to the residence, and (iii) pay the  
118 applicable Carry Out Service fee as set forth in Exhibit A. The Service Provider reserves the right to discontinue  
119 Carry Out Service to any Customer if the designated collection location becomes inaccessible, unsafe,

120 otherwise impractical for collection. Carry Out Service shall not extend to locations requiring entry into a  
121 Customer's residence or any locked or secured area. Carry Out Service includes trash services only (no recycling).  
122 Service Provider will have no obligation to perform Carry Out Service in the event the driveway for any Carry  
123 Out Service recipient is longer than two (2) car lengths. Any extra Bags that do not fit inside a Container must be  
124 placed at the curb, otherwise Service Provider will have no obligation to collect such extra Bags.

125 **SECTION 5. SPECIAL COLLECTIONS AND SERVICES**

126 A. City Owned Facilities. Service Provider will provide commercial trash and recycling services for all city  
127 owned facilities, at no additional costs. For any roll-off services at City Owned Facilities, City will be responsible  
128 for disposal costs.  
129

130 B. Semi-Annual City-Wide Clean-Ups. At no additional cost to the City, the Service Provider will provide  
131 semi-annual curbside collection of non-hazardous miscellaneous items. Service Provider will make one pass  
132 through the City beginning at 6am, provided however Service Provider will have no obligation to collect any  
133 items that are not permitted for acceptance at the Transfer Station or Landfill or any items that are left at the  
134 curbside in an unorganized manner that is not easy to collect and haul. On city-wide pick-up days, Service  
135 Provider will not collect from 95-gallon containers. The event shall be only for the residents of the City and  
136 shall be scheduled for a time period agreed upon between the City and the Service Provider for the residents to  
137 leave unwanted items to discard at the curbside (excluding Excluded Waste, tires and batteries). The City and  
138 Service Provider shall mutually agree upon the dates for the clean-up event.  
139

140 C. Public Works. Service Provider will provide a 30 yard roll off container at the Public Works building, and no  
141 haul rate will be charged, provided however that City will be responsible for the disposal costs.  
142

143 D. Annual Shred Day. At no additional cost to the City, the Service Provider will organize and conduct one (1)  
144 annual document shredding event ("Shred Day") for the residents of the City. Service Provider shall provide on-  
145 site shredding equipment and personnel to securely destroy paper waste brought by residents. The Shred Day  
146 event shall be scheduled for a date and location mutually agreed upon by the City and the Service Provider.  
147 Service Provider shall have no obligation to shred materials other than standard paper documents and may refuse  
148 to accept prohibited items including but not limited to electronic media, binders, and materials containing  
149 hazardous substances.  
150

E. Special Events. Service Provider will provide portable restroom and trash cart services in connection with the City's Spring Festival and Fall Festival, at no additional cost to the City, as follows:

(i) Spring Festival. One (1) ADA-accessible portable restroom and six (6) 95-gallon trash carts.

(ii) Fall Festival. Two (2) standard portable restrooms, one (1) ADA-accessible portable restroom, and six (6) 95-gallon trash carts.

The City and Service Provider shall mutually agree upon the dates and locations for delivery and pickup of equipment for each festival.

F. Any Services set forth in this Section 5 that are not utilized by the City within any contract year will not carry over to the next contract year.

G. Cessation of Portable Restroom Services. Notwithstanding anything to the contrary in this Section 6, if Service Provider ceases to provide portable restroom services as a line of business, any obligations of Service Provider to provide portable restrooms under this Section 6 shall not apply for so long as Service Provider does not provide such services.

**SECTION 6. TITLE TO AND RESPONSIBILITY FOR EQUIPMENT.**

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider. However, each Customer shall have care, custody and control of the equipment while at the respective service locations. Customers shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers must provide unobstructed access to the equipment on the scheduled collection days. The word "equipment" as used in this Agreement shall mean all Containers or other equipment provided by the Service Provider in relation to the Services. In the event a Container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a Customer (excluding normal wear and tear), the Customer will be charged for the resulting repairs or replacement and such amounts must be paid to Service Provider upon demand.

**SECTION 7. RATES AND FEES.**

The initial rates and fees to be charged by and paid to the Service Provider are set forth on Exhibit A attached hereto and incorporated by reference. The rates shall be fixed for the first (1<sup>st</sup>) year of Initial Term.

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**SECTION 8. RATE ADJUSTMENTS.**

A. Annual Adjustment. On each annual anniversary date of this Agreement, starting in Year 2 of the Initial Term (i.e. June 1, 2027) and continuing for thereafter, the rates set forth in this Agreement shall automatically increase by two-point one percent (2.1%).

B. Disposal and Governmental Fee Cost Adjustments. At any time during the term of this Agreement, the Service Provider may also increase the rates set forth in this Agreement to pass through documented increases in disposal fees, increases in the Service Provider’s costs due to changes in local, state or federal rules, ordinances or regulations applicable to the Service Provider’s operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to the Service Provider (other than income or real property taxes).

C. Operating Cost Adjustments. At any time during the term of this Agreement, the Service Provider may also petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its costs of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase, the Service Provider may, in its sole discretion, terminate this Agreement upon ninety (90) days’ written notice to the City.

D. Fuel Cost Adjustment Commencing in the third (3rd) year of the Term (i.e. June 1, 2028) and continuing for the remainder of the Term, the Service Provider may adjust rates annually to account for increases in fuel costs. The fuel cost adjustment shall be calculated as follows: On each anniversary date of the Term, the cost per gallon for Midwest Diesel (as defined below) will be assessed. If the cost per gallon is below \$4.00, there will be no additional increase. For each dollar starting with \$4.00 per gallon of diesel fuel, Service Provider may increase rates by one percent (1%). For example, if diesel fuel is at \$4.00 to \$4.99 per gallon, Service Provider may increase Rates by one percent (1%), if diesel fuel is \$5.00 to \$5.99, Service Provider may increase Rates by two percent (2%) increase, etc. For purposes of this Section, "Midwest Diesel" shall mean the weekly retail diesel price for the Midwest region as published by the U.S. Energy Information Administration at <https://www.eia.gov/petroleum/gasdiesel/> or any successor publication. Any fuel cost adjustment shall be

216 addition to, and not in lieu of, any other rate adjustments permitted under this Section 9. Once a fuel cost  
217 adjustment is determined as of an anniversary date, such adjusted rate shall remain fixed for the entire contract  
218 year following that anniversary date and shall not be reduced on account of any subsequent decline in fuel prices  
219 during that contract year.

#### 220 **SECTION 9. EXCLUSIONS.**

221 Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling  
222 or disposal of any Excluded Waste.

#### 223 **SECTION 10. TERM OF AGREEMENT.**

224 The term of this Agreement shall be for a period of ten (10) years, commencing on June 1, 2026, and concluding  
225 on May 31, 2036 (the "Initial Term"). At the expiration of the Initial Term of this Agreement, the parties hereto  
226 may mutually agree to extend the Agreement for successive periods of one (1) year (each, a "Renewal Term,"  
227 and together with the Initial Term, the "Term").

#### 228 **SECTION 11. ENFORCEMENT.**

229 The City may, in its sole governmental discretion, take lawful enforcement actions it deems appropriate to address  
230 violations of the exclusive franchise provisions of this Agreement, subject to applicable law, available resources,  
231 and municipal enforcement priorities. Nothing herein shall obligate the City to initiate litigation, expend funds in  
232 judicial proceedings, or guarantee prevention of all violations. If the Service Provider experiences recurring  
233 problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this  
234 Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits  
235 from the Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the City  
236 also hereby grants to the Service Provider the reasonable right of ingress and egress from and upon the property  
237 of Residential Units for the purposes of rendering the Services contemplated hereby.

#### 238 **SECTION 12. PROCESSING, BILLING AND FEES.**

239 A. Monthly Statements. The Service Provider will invoice the City monthly according to the rates and fees  
240 set forth on Exhibit A attached hereto and incorporated herein by reference. The City shall pay all invoiced  
241 amounts to the Service Provider within 30 days of each invoice date; provided. The City is solely responsible for  
242 invoicing and collecting payments from all Customers, including all Residential Units. The City shall provide the  
243 Service Provider with the service address of each Customer that opts in to receive Solid Waste collection services  
244 and shall promptly notify the Service Provider of any additions or removals from the opt-in list. The City shall  
245 update its monthly billing to each Customer to reflect whether such Customer receives Recyclable Materials  
246 collection only or both Recyclable Materials and Solid Waste collection services.

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B. Taxes. The City shall also be responsible for paying any and all sales, use, and service taxes assessed or payable in connection with the Services.

C. Bad Debt; Unpaid Amounts. Payments owed to the Service Provider are not dependent or contingent upon the City collecting any amounts from Customers. The Service Provider shall not be held responsible for the collection of “bad debt” billed by and owed to City for the Services, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Residential Unit. City will provide Service Provider with list of Customers for which services shall be suspended for non-payment. A charge of \$25.00 will be charged to the Customer for removal of equipment.

**SECTION 13. SPILLAGE.**

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Solid Waste or Recyclable Materials not caused by the Service Provider’s rendering of the Services, or be required to collect and dispose of any excess Solid Waste or Recyclable Materials placed outside of the Containers by any Residential Unit. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Residential Unit instructing the owner or occupant to properly contain such Solid Waste or Recyclable Materials. Should such excess Solid Waste or Recyclable Materials continue to be placed outside of the Containers, the City shall require such Residential Units to increase the frequency of collection of such Solid Waste or Recyclable Materials, or require the Residential Units to utilize a Container with sufficient capacity so the excess Solid Waste or Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

**SECTION 14. NON-COLLECTION NOTICE AND FOLLOW-UP.**

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Residential Unit fails to timely or properly place a Container as directed in this Agreement, or is otherwise in violation of the City’s ordinances and regulations, the Service Provider’s reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume, or weight of Solid Waste or Recyclable Materials to be removed, the Service Provider may refrain from collecting all or a portion of such Solid Waste or Recyclable Materials. If a Customer contaminates recyclable materials more than two (2) times, Service Provider shall have the right to remove the Recyclable Cart from service, subject to Service Provider providing written notice on the Recyclable Cart in each instance of contamination.

279 B. Notice from a Residential Unit. In the event that the Service Provider fails to collect Solid Waste or  
280 Recyclable Materials from a Residential Unit without cause, then the Service Provider will use all reasonable  
281 efforts to collect such Solid Waste or Recyclable Materials within one (1) Business Day of the Service Provider  
282 receiving written notice.

283 **SECTION 15. HOURS OF SERVICE.**

284 For all the Services provided hereunder, the Service Provider’s hours of service shall be between 6:00 a.m. to  
285 7:00 p.m., Monday through Friday; provided, however, that the Service Provider may commence services as early  
286 as 5:00 a. m. in the event of extreme heat conditions which shall mean when the National Weather Service  
287 forecasts temperatures of 95 degrees Fahrenheit or higher combined with relative humidity of 80% or higher for  
288 the Service Area. The Service Provider will not be required to provide service on weekends or Holidays, and may,  
289 in its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service  
290 Provider shall provide such Services on the Business Day immediately following the Holiday.

291 **SECTION 16. CUSTOMER SERVICE.**

292 The City shall field all inquiries and complaints from Residential Units and Municipal Facilities relating to the  
293 collection, hauling and disposal of Solid Waste. The Service Provider and the City agree to cooperate with each  
294 other in the response to any such inquiries and the resolution of any such complaints.

295 **SECTION 17. COMPLIANCE WITH APPLICABLE LAWS.**

296 The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and  
297 disposal of Solid Waste and Recyclable Materials.

298 **SECTION 18. PAVEMENT.**

299 The City warrants that the City’s pavement, curbing or other driving surface or any right of way reasonably  
300 necessary for the Service Provider to provide the Services described herein are sufficient to bear the weight of all  
301 of the Service Provider’s equipment and vehicles reasonably required to perform such Services. The Service  
302 Provider will not be responsible for damage to any such pavement, curbing, driving surface or right of way, except  
303 to the extent resulting from the Service Provider’s negligence or willful misconduct.

304 **SECTION 19. INSURANCE COVERAGES.**

305 Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in amounts equal to  
306 or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker’s Compensation	Statutory

309	(2) Employer’s Liability	\$1,000,000
310	(3) Bodily Injury (except automobile)	\$1,000,000 per occurrence;
311		\$2,000,000 in the aggregate
312	(4) Property Damage Liability (except automobile)	\$1,000,000 per occurrence;
313		\$2,000,000 in the aggregate
314	(5) Automobile Bodily Injury Liability	\$1,000,000 per person;
315		\$2,000,000 per occurrence
316	(6) Automobile Property Damage Liability	\$1,000,000 per occurrence
317	(7) Excess or Umbrella	\$1,000,000 per occurrence

318 Upon the City’s request, the Service Provider shall furnish the City with a certificate of insurance verifying the  
319 insurance coverage required by this Section.

320 **SECTION 20. INDEMNITY.**

321 The Service Provider agrees to defend, indemnify and hold harmless the City and its agents, directors, employees,  
322 officers and servants (collectively, the “Indemnified Parties”), individually and collectively, from and against any  
323 and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses  
324 (including, but not limited to, reasonable attorneys’ fees) (collectively, the “Claims”) that may result from the  
325 Service Provider’s or its agents’, officers’ or employees’ intentional or negligent acts, errors or omissions in  
326 connection with services performed under this Agreement arising from injury to persons, damage to property or  
327 other liability loss. The Service Provider shall require all sub-contractors to indemnify, keep and save harmless  
328 the City in the same manner as is required of the Service Provider in this Agreement.

329 **SECTION 21. SAVINGS PROVISION.**

330 In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction  
331 to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the  
332 balance of its terms and provisions as if such invalid term or provision were not a part hereof.

333 **SECTION 22. TERMINATION.**

334 If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other  
335 party may suspend its performance hereunder until such breach has been cured or terminate this Agreement;  
336 provided, however, that no termination of this Agreement shall be effective until the complaining party has given  
337 written notice of such breach to the breaching party and the breaching party has failed to cure such breach within  
338 thirty (30) days after its receipt of such notice. Breaches affecting public health, safety, regulatory compliance,  
339 insurance requirements, or continuity of service shall be cured immediately. Upon any such failure to cure, the

340 complaining party may terminate this Agreement by giving the breaching party written notice of such termination,  
341 which shall become effective upon receipt of such notice, in addition to any other remedy provided to it by law  
342 or in equity or other right reserved to it elsewhere in this Agreement.

343 **SECTION 23. REMEDIES.**

344 Cumulative Remedies. Except as otherwise expressly provided in this Agreement, the rights and remedies of the  
345 parties under this Agreement are cumulative and not exclusive of any rights or remedies provided by law or in  
346 equity. The rights and remedies of the City specifically include, without limitation, rights under the Kansas Tort  
347 Claims Act, federal, state, or local environmental laws, and applicable regulations.

348 Limitation on Liability. Except for breaches of confidentiality obligations, indemnification obligations, or a  
349 party's willful misconduct, gross negligence, or fraud, neither party shall be liable to the other for any indirect,  
350 incidental, special, consequential, or punitive damages arising out of or related to this Agreement, regardless of  
351 whether such damages are based on contract, tort, strict liability, or any other theory. For clarity and avoidance  
352 of doubt, the City shall have no liability for lost or anticipated profits, unperformed Services, or any consequential,  
353 indirect, or expectation damages, including termination-related costs. The Service Payment obligations are subject  
354 to lawful appropriation and availability of funds, and nothing in this Agreement obligates the City to expend  
355 public funds for unearned or speculative damages or creates a debt or multi-year obligation.

356 Notwithstanding the foregoing, the City may recover all direct damages resulting from Service Provider's failure  
357 to perform or comply with this Agreement, including, without limitation: costs to obtain substitute services or  
358 complete missed, deficient, or delayed solid waste or recyclable materials collection; costs to remedy  
359 noncompliance with federal, state, or local laws, regulations, or permit requirements related to solid waste,  
360 recyclable materials, or environmental compliance, including fines, penalties, or reporting obligations; costs to  
361 correct environmental contamination or public health risks caused by Service Provider's failure to perform,  
362 including emergency response, cleanup, or disposal costs; and costs necessary to protect public health, safety, or  
363 continuity of essential municipal services. The rights and remedies of the City under this Section are cumulative  
364 and in addition to any other rights or remedies provided under this Agreement or available at law or in equity.  
365

366 **SECTION 24. FORCE MAJEURE.**

367 Except for the payment of amounts owed hereunder, the performance of this Agreement may be suspended and  
368 the obligations hereunder excused in the event and during the period that such performance is prevented by a  
369 cause or causes beyond reasonable control of such party, but only until the condition preventing performance is

370 remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire,  
371 flood, riot, sabotage, acts of terrorists, epidemic, pandemic, unusually severe weather, lack of adequate fuel, or  
372 judicial or governmental laws or regulations. For the avoidance of doubt, in the event the Service Provider is  
373 unable to provide the Service due to severe, harsh, or extraordinary weather conditions, the Service Provider will  
374 make all reasonable attempts to perform the services on the next week day; provided however, that if said weather  
375 continues for multiple days, the Service Provider shall perform the Municipal Solid Waste and Recyclable  
376 Materials collection on the next regularly scheduled collection day of the following week or the next regular  
377 recycle service day after said weather has subsided, at no additional charge for extra trash bags and cardboard  
378 boxes with extra recyclable material inside of them.

379 **SECTION 25. GOVERNING LAW.**

380 This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal  
381 laws of the State where the Services are performed, without giving effect to the conflict of laws rules thereof.

382 **SECTION 26. WAIVER.** Any failure by either party to enforce the provisions of this Agreement shall in no  
383 way constitute a waiver by such party of any contractual right hereunder, unless such waiver is in writing and  
384 signed by such party.

385 **SECTION 27. NOTICES.**

386 Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered  
387 when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to  
388 the respective party at the address set forth below:

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390  
391 If to the City:  
392 \_\_\_\_\_  
393 \_\_\_\_\_  
394 \_\_\_\_\_  
395 Attn: \_\_\_\_\_  
396

397 If to the Service Provider:  
398 \_\_\_\_\_  
399 \_\_\_\_\_  
400 \_\_\_\_\_  
401 Attn: \_\_\_\_\_  
402

403 With a Copy to:

404 Waste Connections  
405 3 Waterway Square Place, Suite 110  
406 The Woodlands, Texas 77380  
407 Attn: Legal Department

408 or such other addresses as the parties may hereafter specify by written notice and delivered in accordance  
409 herewith.

410 **SECTION 28. INCORPORATION OF EXHIBITS A AND B.**

411 The City and Service Provider acknowledge and agree that the City’s standard terms and conditions are  
412 incorporated into and made part of this Agreement by reference. In the event of any inconsistency or conflict  
413 between this Agreement and the City’s standard terms and conditions, the City’s standard terms and conditions  
414 shall govern and control unless expressly waived by the City in writing.  
415

416 **SECTION 29. AMENDMENTS.**

417 This Agreement may be amended by mutual consent of the parties without affecting its validity. Either party may  
418 propose an amendment by providing written notice to the other as set forth in Section 27 of this Agreement. The  
419 parties may meet and confer as they deem appropriate for the purpose of reviewing any proposed amendment.  
420 Amendments may include, without limitation, changes to service levels, performance standards, cost recovery, or  
421 remedies provisions to protect public health, safety, or continuity of essential municipal services. No amendment  
422 shall be effective unless reduced to writing and signed by both parties, except as expressly provided herein.  
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426 *(Remainder of page intentionally left blank.)*  
427

ADOPTED by the Governing Body of the City of Bel Aire, Kansas on this 19<sup>th</sup> day of May, 2026.

SIGNED by the Mayor on the \_\_\_\_\_ day of May, 2026.

CITY OF BEL AIRE, KANSAS

\_\_\_\_\_  
Jim Benage, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Krehbiel, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Maria A. Schrock, City Attorney

**(Exhibits A, B, and C are attached.)**

[Remainder of this Page Intentionally Left Blank]

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CITY OF BEL AIRE MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions.** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due to Lack of Funding Appropriation.** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. **Disclaimer of Liability.** As a Kansas municipality, City shall not be obligated to protect, defend, hold harmless, or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*). City specifically reserves and does not intend to waive any defenses, limitations of liability or damages, and/or immunities available to it under the Kansas Tort Claims Act or other state or federal law. It is understood that the duty to indemnify or hold harmless includes the duty to defend. This indemnification and hold harmless clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages. In no event shall either party be obligated to indemnify the other on account of the negligence or willful misconduct of the party seeking indemnity or any agent or employee thereof.
5. **Acceptance of Agreement.** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties.** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract.** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes.** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide the Contractor a certificate of tax exemption. City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance.** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.
12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted to ensure that the City shall always stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** 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 Contractor 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.

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d. Contractor 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 Contractor.

e. Exempted from these requirements are:

- 1. Any Contractor 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 Contractor who employs fewer than four (4) employees during the term of this Contract.
- 3. Contractor who hold contracts with the City 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 Contractor 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 Contractor 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.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City, must determine whether the Contractor has been excluded from the system and any federal funding received, or to be received, by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.

15. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

16. **No Assignment.** The services to be provided by the Contractor under this Contract are personal and cannot be assigned, delegated, sublet, or transferred without the specific written consent of the City.

17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.

18. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

19. **Bankruptcy.** Contractor shall be considered to be in default of this Contract in the event Contractor: (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 debts as they mature, (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 allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by Contractor for the purpose of effecting any of the foregoing.

20. **Ownership of Data.** All data, forms, procedures, software, manuals, system descriptions, and workflows developed or accumulated by Contractor in relation to this Agreement shall be owned by City and shall be handed over and/or returned to City upon the expiration or termination of this Agreement. Contractor shall not release any such materials without written approval of the City.

21. **Tariffs.** If Contractor chooses to use foreign products or goods during the execution of this agreement, Contractor shall not directly invoice tariff costs to the City. The City will consider a reasonable price adjustment only after conclusion of the initial contract term but reserves the right to not pick up option years of the contract if, in its sole discretion, the City determines the price increase no longer provides the best value to the City.

22. **Contractor Use of Artificial Intelligence.**

a. **Meetings Recording, Transcription and Confidential Information.** The City does not consent to, and expressly rejects, the use by Contractor of Artificial Intelligence ("A.I.") note takers in, and recordings of, meetings with City officials and staff unless specifically approved by the City (project manager or higher) prior to the initiation of the meeting. This includes use by Contractor for training its A.I. programs, services, and platforms. Any transcripts, recordings, summaries, or AI-generated outputs approved by the City and created in connection with City meetings or City data shall be treated as City Confidential Information. Contractor shall not retain such materials longer than required to perform services necessary and incidental to the contract, and upon the City's request, Contractor shall promptly return or securely delete such materials and certify deletion in writing. Only the City Manager or City Attorney may approve a request for an exemption to these requirements.

## EXHIBIT B

## CITY OF BEL AIRE MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. The parties agree Contractor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City and Contractor shall indemnify City for its failure to comply with Contractor's responsibilities under this paragraph.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work (City may also establish performance standards for the contracted outcomes); (c) pay the Contractor a salary or hourly rate but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done (City may provide informational briefing on known conditions); (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); and (f) pay Contractor personally (instead, City will make all checks payable to the trade or business name under which Contractor does business).
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. Contractor represents that it is engaged in providing similar services to the public and not required to work exclusively for City.
9. All services are to be performed at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

## Exhibit C

### Rates and Service Levels

#### Services for Single-Family Residential Units:

- 1 – 95-gallons recycle cart: \$3.61 per month
- 1- 95-gallon residential trash cart: \$10.27 per month
- 2- 95-gallon residential trash carts: \$15.82 per month
- 1- 65-gallon residential trash cart: \$9.15 per month

Extra Bag Cost: \$2.00 per bag, bundle or personal receptacle

Carry Out Service (for elderly or disabled) - \$33.00 per month (includes trash services only, no recycling).

Cessation of Portable Restroom Services. Notwithstanding anything to the contrary in this Section 6, if Service Provider ceases to provide portable restroom services as a line of business, any obligations of Service Provider to provide portable restrooms under this Section 6 shall not apply for so long as Service Provider does not provide such services.



DATE: May 11, 2026  
TO: Ted Henry, City Manger  
FROM: Bel Aire City Council  
SUBJECT: Change Order Resolution

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**Background**

The 2026 Street Maintenance Project includes pavement patching, curb and gutter replacement, milling, and asphalt overlay work on various streets throughout the City of Bel Aire. As with most roadway maintenance and reconstruction projects, unforeseen field conditions, quantity adjustments, and other necessary modifications may arise during construction.

Under the City’s current Purchasing Policy adopted July 11, 2024, change orders exceeding \$10,001 require formal City Council approval. Due to the time-sensitive nature of construction activities, waiting for council approval on routine field adjustments can result in project delays, increased costs, contractor downtime, and scheduling disruptions.

The proposed resolution would authorize a one-time modification to the Purchasing Policy specific to the 2026 Street Maintenance Project. The modification would allow the City Manager and Mayor to approve and execute project-related change orders up to \$150,000 without prior City Council approval.

**Purpose of the Resolution**

The intent of the resolution is to allow efficient project administration while maintaining appropriate oversight and accountability. This authority would apply only to change orders that:

- Result from unforeseen conditions discovered after bids are awarded; and
- Do not expand the original scope of work contained within the construction contract.

Any work that materially expands the scope of the original project would still require separate bidding and City Council approval.

**Oversight and Transparency**

Although formal council approval would not be required prior to execution, all approved change orders would still be presented to the City Council at the next regularly scheduled meeting for informational purposes.

The City believes this approach balances responsible project management with the need to minimize costly construction delays and maintain project schedules during the construction season.

**Fiscal Impact**

Any approved change orders would remain within available project funding sources and established project budgets. The current cost of the improvements is \$675,243 (see attached staff report). The current budget for the Street Improvement Program is \$950,000, leaving 274,757 funding available within the approved budget.

City of Bel Aire, Kansas



**STAFF REPORT**

DATE: February 19, 2026

TO: Ted Henry, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: 2026 Street Maintenance Project Bids

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**DISCUSSION:**

The bid letting for the 2026 Street Maintenance Project was held on Wednesday, February 18<sup>th</sup> at City Hall. Three contractors responded to the solicitation.

This project includes:

- An asphalt overlay and restriping of Rock Road from 45th Street to 53rd Street.
- The complete reconstruction of the intersection of 53rd and Rock along with additional full-depth pavement replacement on the west leg of the intersection.
- An asphalt overlay and restriping to a three-lane section of Woodlawn from 45th Street to 53rd Street, and restriping of a portion of Woodlawn north of 53rd to align the left turn lane with the newly striped left turn lane south of 53rd.
- A mill and asphalt overlay of Farmstead from 45th through the intersection of 47th Street and the cul-de-sac just south of 47th Street on Farmstead.
- A mill and asphalt overlay of Perryton from Edgemoor to Auburn. (missed from last year)
- Restriping Webb Road from 45th Street to ½ mile north of 53rd Street

The results are presented below.

<b>Bidder</b>	<b>Total Bid</b>
Engineer’s Estimate	\$931,650.30
APAC	\$750,556.50
<b>Kansas Paving</b>	<b>\$675,243.00</b>
Pearson	\$708,329.00

**FINANCIAL CONSIDERATIONS:** This project was budgeted and will be paid for out of the Street Maintenance Fund.

**RECOMENDATION:** Staff recommends that the City Council accept the bid from Kansas Paving in the amount of \$675,243.00.

(Published at [www.belaireks.gov](http://www.belaireks.gov) on May, \_\_\_\_\_, 2026.)

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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION TO MODIFY THE CHANGE ORDER POLICY  
GOVERNING THE CONSTRUCTION OF A SINGLE CONSTRUCTION PROJECT.**

WHEREAS, the 2026 Street Maintenance Project consists of pavement patching, curb and gutter replacement, milling, and overlaying of certain streets within the city limits. This type of work routinely entails the need to make contract modifications for field conditions, quantity adjustments, and other alternations necessary for efficient and effective project completion; and

WHEREAS, the use of public bidding followed by use of professional city staff for project oversight protects against cost overruns that do not inure to the benefit of the public; and

WHEREAS, timely execution of that work is in the best interest of the public and nearby commercial and residential property owners; and

WHEREAS, an increase in the level of change orders allowed without council approval, will allow responsible project management to continue without costly and inconvenient construction delays;

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

Section 1. The City Council for the City of Bel Aire, Kansas hereby adopts and approves a one-time modification to the Purchasing Policy dated July 11, 2024, governing council approval of purchases above \$10,001. This modification grants the City Manager and Mayor authority to approve and execute change orders up to \$150,000, only for the 2026 Street Maintenance Project.

Section 2. Such change orders will be presented to city council at the next regularly scheduled meeting for information only, since the City Manager and Mayor are authorized to approve the change order without formal approval by the city council.

Section 3. This policy is effective only for the 2026 Street Maintenance Project change order work that both arises from unforeseen conditions that are discovered after bids are let and that does not expand the scope of work to be performed under the original contract. Work that is not the result of unforeseen conditions or that expands the scope of the contract work is to be separately bid.

Section 4. Effective Date. This resolution shall be in full force and effect from and after its adoption by the Governing Body of the City of Bel Aire.

46 Section 5. Publication. The City Clerk shall cause this resolution, as soon as practicable  
47 after it has been passed and approved, to be published on the City’s website as the designated  
48 official city newspaper.

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50 PASSED, ADOPTED, AND APPROVED by the Governing Body of the City of Bel Aire,  
51 Kansas on the \_\_\_\_ day of May, 2026.

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CITY OF BEL AIRE, KANSAS

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Jim Benage, Mayor

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61 ATTEST:

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Melissa Krehbiel, City Clerk

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69 APPROVED AS TO FORM ONLY:

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Maria A. Schrock, City Attorney

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# City of Bel Aire

## Public Works – Monthly Staff Report

Reporting Period: April 2026

Prepared By: Marty McGee, Public Works Director

Date: April 30, 2026

### Water Division:

- - Replaced driveway at 4335 Belmore after water-main leak.
- - Completed concrete repairs at Bel Aire Park driveway.
- - Utility Service group cleaned North Water Tower and Staff replaced the Colorimeter.
- - Submitted all KDHE water samples.
- - Flushed 45th Street fire hydrants to maintain chlorine levels.
- - Installed final two sampling stations; total installations now 45.
- - Preparing council report to purchase 50 additional sample stations.
- -The North water tower has been serviced and cleaned.
- -2026 water main replacement report is being prepared for RFQ
- - Only 21 disconnects for this month.

### Street Division:

- - Graded Arora Park dirt roads; placed one-inch hard rock.
- - Hydroseeding scheduled to complete Aurora Park project.
- - Staff supporting Woodlawn Street project.
- - Conducted potholing on 45th Street to verify water-main depth.
- -Potholed streets around town.

### Sewer Division:

- - Cleaned all six lift stations; replaced generator battery at 53rd Street lift station.
- - Continued citywide sewer line maintenance.
- - Working with USP Technologies on odor-control pilot study.
- -Working with TEC Systems to upgrade the SCADS system
- - Submitted report on new grinder pump for 37th Street lift station.
- - Conducting FOG education and inspections with Burns & McDonnell and staff.
- -The Cummins Contract for 2026 has been approved. (Generator Maintenance)

## Parks Division:

- - Planted three trees at Rec Center, one tree at Deneise Park, and one at City Hall.
- - Seasonal staff improving mowing and allowing staff to perform more daily tasks.
- -We removed the Denise Park sign because of rotten post and sign. I have ordered another sign and will reinstall as soon as possible.

## Stormwater Division:

- - Cleaned storm drains and spillways.
- - Regraded Harding & 39th ditch improving drainage.
- - Trimmed trees and mowed Tributary 7.
- Sprayed fence lines and tributaries for Poison Ivy. Special Projects & Events:
- -Sunrise Christian Academy Volunteers picked up trash and pulled weeds. Nick Bishop has photos of the event. Central Park and the pool area were the focused points.
- - Rance Kendred and Ryan Lambert pursuing Class B–CDL.
- - Hosted Haysville officials for tour of new Public Works facility.

## Attached Images:



4335 Belmore driveway repair



Bel Aire Park concrete repair

Aurora Park Ditch







Aurora Park rock project



Sample Station installation

**STAFF REPORT**

DATE: May 13, 2026  
TO: Ted Henry, City Manager  
Bel Aire Governing Body  
FROM: Brian Hayes, Recreation Director  
RE: April Activities

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**Recreation.**

- Indoor Soccer teams completed their season on April 11<sup>th</sup>.
- 110 youth on 9 Bel Aire WHJBSL baseball & softball teams have begun games and will run up until July 4<sup>th</sup>.
- Blastball and Short Sports were held in April with 35 participants. These are introductory instructional programs for preschoolers.
- Taekwondo class participation was down a bit with 14 students compared to 18 in March.
- Exercise classes continue to be steady with 21 participants.
- April drop in gym use was down with 478 compared to 540 in March.
- SCA Baseball & Softball teams have completed their seasons.
- A Tree & Bench Dedication ceremony was held on May 2<sup>nd</sup>. An estimated 70 residents turned out to celebrate former City Clerk Sheryl Cutter and her family's contributions to the City of Bel Aire.
- Day Camp registration is nearly complete with only a few openings remaining.
- 2 new Day Camp staff have been finalized as well as a seasonal Front Desk assistant.
- Athletic fields were sprayed for weeds and fertilized. The turf is starting to come out of the winter kill event and draught of 2024. There is still some work to do on the baseball & softball fields but will wait to seed Bermudagrass after the ball seasons in July. The Soccer field is looking good and should be back to its normal condition by the time our Outdoor Soccer season starts in August.
- Upcoming rec programs include Summer Day Camp, T-Ball, & Machine Pitch Baseball.

**Seniors**

- 778 seniors signed in for cards, line & folk dance, book club, exercise, sewing, walking, educational, & special activities compared to 868 in February.
- Highlights included a Scavenger Hunt, a presentation by the Central Plains Area Agency on Aging, and the usual arts & crafts activities. In all there were 15 ongoing programs, 3 special activities, and 4 educational sessions.
- Upcoming Senior activities include the Senior Expo, a presentation on Home Health as well as the established baseline programs, games, and arts & crafts.

**Swimming Pool**

- Minor repairs are nearly complete, and pool staff will begin to report in May as college and high school ends for the year.
- The new pool filter is in transit, but installation may be postponed due to the late arrival. The old filter is still working properly.
- We have only 2 returning seasonal staff this year and have made offers to 6 applicants who must be certified. 2 of those have yet to register for a class so the search continues. If we are unable to secure those positions, adjustments may need to be made.
- Registration for lessons, memberships, and rentals are underway, The new online system is being well utilized by residents.

# MANAGER’S REPORT

**DATE:** May 13, 2026  
**TO:** Mayor Benage and City Council  
**FROM:** Ted Henry, City Manager  
**RE:** May 19, 2026 Agenda



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## **Consent Agenda**

The Consent Agenda contains only the Minutes of the last City Council meeting on May 5, 2026.

## **Appropriations Ordinance**

This appropriation ordinance encompasses 04/29/2026 through 05/12/2026 expenses and one payroll cycle. Expenditures amounted to \$1,281,600.66. Of the reported expenses, \$61,044.90 are infrastructure costs for new developments. These costs are paid through special assessments.

## **Proclamation for Memorial Day**

Memorial Day honors the sacrifice and loss of those who served and died in the military. The holiday began to be celebrated after the Civil War and was known as “Decoration Day”. After World War II, "Decoration Day” was changed to "Memorial Day” by Federal law. On June 28, 1968, Congress passed the Uniform Monday Holiday Act which moved Memorial Day from its traditional May 30 date to the last Monday in May. This year, Memorial Day falls on May 25, 2026.

## **City Requested Appearances: None**

## **Waste Connections Contract (Item A)**

I will be presenting the proposed solid waste and recycling service agreement with Waste Connections. Our current contract expires at the end of May, and over the past several months the Utility Advisory Committee and I have worked together analyzing service levels, regional market conditions, and long-term rate impacts. Through that review, we found that Waste Connections continues to operate the key regional infrastructure needed to provide reliable service and remains competitively priced compared to surrounding communities. The proposed agreement maintains all existing services, preserves residents’ ability to choose their own trash provider, and includes modest, predictable long-term cost increases. Staff believes this agreement offers stable pricing, dependable operations, and the least disruptive option for the community, and we recommend approval.

## **Resolution regarding Change Order Approval Limit for 2026 Street Maintenance (Item B)**

The 2026 Street Maintenance Project includes pavement patching, curb and gutter replacement, milling, and asphalt overlay work on various streets throughout the City of Bel Aire. As with most roadway maintenance and reconstruction projects, unforeseen field conditions, quantity adjustments, and other necessary modifications may arise during construction. Under the City’s current Purchasing Policy adopted July 11, 2024, change orders exceeding \$10,001 require formal City Council approval.

Due to the time-sensitive nature of construction activities, waiting for council approval on routine field adjustments can result in project delays, increased costs, contractor downtime, and scheduling disruptions. The proposed resolution would authorize a one-time modification to the Purchasing Policy specific to the 2026 Street Maintenance Project. The modification would allow the City Manager and Mayor to approve and execute project-related change orders up to \$150,000 without prior City Council approval.

The intent of the resolution is to allow efficient project administration while maintaining appropriate oversight and accountability. This authority would apply only to change orders that result from unforeseen conditions discovered after bids are awarded; and do not expand the original scope of work contained within the construction contract. Any work that materially expands the scope of the original project would still require separate bidding and City Council approval.

Although formal council approval would not be required prior to execution, all approved change orders would still be presented to the City Council at the next regularly scheduled meeting for informational purposes. The City believes this approach balances responsible project management with the need to minimize costly construction delays and maintain project schedules during the construction season. Any approved change orders would remain within available project funding sources and established project budgets. The current cost of the improvements is \$675,243 (see attached staff report). The current budget for the Street Improvement Program is \$950,000, leaving \$274,757 funding available within the approved budget.

**Executive Session**

There is one Executive Session on the agenda.