



**AGENDA**  
**CITY COUNCIL MEETING**  
**7651 E. Central Park Ave, Bel Aire, KS**  
**January 20, 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:** Father Andrew Labenz

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

**V. DETERMINE AGENDA ADDITIONS**

**VI. CONSENT AGENDA**

**A. Approval of Minutes of the January 6, 2026 City Council meeting.**

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

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

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

**A. Consideration of Appropriations Ordinance No. 26-01 in the amount of \$685,896.22.**

**Action:** Motion to (approve / deny / table) Appropriations Ordinance No. 26-01.

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

**VIII. CITY REQUESTED APPEARANCES**

**A. Jesse Miller - Update on Steering Committee for Sedgwick County Fire District No 1**

**B. Becky Lewis, Burns & McDonnell - odor control chemical pilot findings and pretreatment report**

**IX. 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.*

**X. REPORTS**

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

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

**A. Consideration of The Cost Share Agreement Approving Kansas Department of Transportation (KDOT) Authority to Award Contract for Construction of 45<sup>th</sup> Street from Oliver to Woodlawn Roadway Reconstruction.**

**Action:** Motion to (Approve / Deny / Table) the Cost Share Agreement with KDOT, and authorize city staff and the Mayor to sign all necessary documents.

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

**B. Consideration of Agreement with Nowak Construction for Hydro-Excavation Services Along 45th Street Between Oliver and Woodlawn at \$58,900.00.**

**Action:** Motion to (Approve / Deny / Table) the Agreement with Nowak Construction at a cost not to exceed \$58,900.00 and authorize the Mayor to sign.

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

**C. Consideration of Professional Engineering Consultants Work Order No 26-03 for Bel Aire Zoning and Subdivision Regulation Updates.**

**Action:** Motion to (approve / deny / table) Professional Engineering Consultants Work Order No 26-03 for Bel Aire Zoning and Subdivision Regulation Updates in the amount of \$30,000 plus reimbursable expenses and authorize the Mayor to sign.

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

**XII. 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, City Attorney and City Engineer. 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 \_\_\_\_\_

**XIII. DISCUSSION AND FUTURE ISSUES**

#### **XIV. ADJOURNMENT**

**Action:** Motion to adjourn.

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

*Additional Attachments:*

- A. 2025 Recreation, Pool, & Senior Participation**
- B. Rec Activities, December 2025**
- C. City Manager's Report - January 20, 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.*



**MINUTES**  
**CITY COUNCIL MEETING**  
**7651 E. Central Park Ave, Bel Aire, KS**  
**January 06, 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 present were Greg Davied, Emily Hamburg, Brandon McIntosh, and Mike Proctor. Councilmember Tyler Dehn participated via videoconference. No one was absent.

Also present were City Manager Ted Henry, City Attorney Maria Schrock, Community Development Director Paula Downs, City Clerk Melissa Krehbiel, and City Bond Counsel Kevin Cowan of Gilmore & Bell, P.A.

**III. OPENING PRAYER:** Mark Posson 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. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE**

**A. Consideration of Appropriations Ordinance No. 25-24 in the amount of \$2,141,742.77.**

**MOTION:** Councilmember Davied moved to approve Appropriations Ordinance No. 25-24. Councilmember McIntosh seconded the motion. *Motion carried 5-0.*

**VII. CITY REQUESTED APPEARANCES**

**A. Kenly Zehring, Sedgwick County Register of Deeds - Property and Notary Fraud Alert Programs**

Ms. Zehring gave a brief presentation about the free programs offered by the Sedgwick County Register of Deeds office.

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

## **IX. REPORTS**

### **A. Council Member Reports**

Councilmember Dehn reported that a KDOT open house will be held on February 5<sup>th</sup> at Northeast Magnet High School regarding the K-254: Rock, Webb & Greenwich Road Interchange Study.

Councilmember Hamburg thanked public works staff for installing blinking stop signs at 53<sup>rd</sup> and Oliver.

Councilmember McIntosh thanked Public Works staff for fixing an issue at the tennis courts.

### **B. Mayor's Report**

Mayor Benage reported that all 4 schools in Bel Aire will participate in the WAMPO Safe Routes to School study.

He also reported on the monthly meeting of the CCUA and a retirement party for Mayor Tom Brown of McPherson.

He reminded City Councilmember that SCAC will host its monthly meeting on January 10<sup>th</sup> at Walton's facility in Bel Aire.

Mayor Benage gave an annual report. Highlights of the report included the construction of the new Public Works Facility which was funded by a BASE grant, authorization of bonds for CCUA's new wastewater treatment facility, implementation of Tyler ERP software, replacement of sanitary sewer lift station pumps, approval of the 2035 Comprehensive Plan, the completion of the K-254 Corridor Management Plan for Greenwich Rd to El Dorado; awards to 3 Bel Aire Police Officers for life-saving efforts; among other City accomplishments.

### **C. City Attorney Report**

City Attorney Maria Schrock gave a brief report about the statutory process for considering a zoning case, such as a special use request.

### **D. City Manager Report**

City Manager Ted Henry reported on upcoming goals for 2026. Highlights included reconstruction of Woodlawn, the 2026 Street Maintenance Program, preparations for the reconstruction of 45<sup>th</sup> Street in 2027, 53<sup>rd</sup> Street sidewalk construction, new improvements to Parks, improvements to water and sewer infrastructure, new commercial facilities locating in Bel Aire and policy updates to building codes, water code, and zoning and subdivision codes.. He also reported that new building permits increased in 2025; 132 new building permits were issued in 2025, compared to 125 new building permits issued in 2024.

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

**A. Consideration of SD-24-02, Final Plat of the Chapel Landing 8th Addition, Generally Located at Southwest Corner of 53rd Street North and Woodlawn Blvd.**

Mayor Benage noted that all City Council Members had received an email from a citizen, Rebecca Armstrong, requesting that trees be preserved in the Chapel Landing 8<sup>th</sup> Addition. Mayor Benage noted that under current city code there is no obligation for the developer to preserve existing trees. However the Developer has proposed to preserve some existing trees; although they had no obligation to do so.

Councilmembers Dehn commented on the email and commended the developer. He recalled in the staff report there was potential protection of the west and south sides, which are basically hedgerows some bigger trees, and the idea to move the utilities to the front of the lots and move the backs so there wasn't issues with placement and access. He also recalled a discussion with staff about minimum entrances and sidewalks. He noted the diagonal pipeline easement that has been identified as a potential bicycle pedestrian path is nearby and asked if it could be rerouted or connected through this area. Staff stated that at this moment there does not seem to be an opportunity to reroute the path; but they could open discussions with the developer in the future.

Councilmember Hamburg asked staff questions about the smaller lots that had been zoned R-5 in the plat. Paula Downs, Director of Community Development, confirmed that it is noted on the plat that these lots will be single-family lots.

**MOTION:** Councilmember Proctor moved to approve the Final Plat of the Chapel Landing 8th Addition and authorize the Mayor to sign. Councilmember Hamburg 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. Consideration of Development Agreement for the Chapel Landing 8th Addition.**

**MOTION:** Councilmember Hamburg moved to approve the Development Agreement for the Chapel Landing 8th Addition and authorize the Mayor to sign. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

**C. Consideration of An Ordinance Approving the Recommendation of The Bel Aire Planning Commission Recommending a Special Use Request in the City to Allow a Group Home-Limited Use in One-Half of a Two-Family Duplex Unit, Generally Located at North 53<sup>rd</sup> Street and Toben Road.**

Mayor Benage called Agenda Item 10 C. 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 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. All Councilmember responded that they had not.

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

Mayor Benage asked if everyone on the Council had received the Unapproved Minutes of the Planning Commission for December 11, 2025, which summarizes the public hearing for this case. All Councilmembers responded yes.

Mayor Benage then called on City staff to provide a report on the case. Paula Downs, Community Development Director, presented the report which was included in the City Council's information packet for this hearing. The property is currently developed with a 2 property duplex residence. The applicants are proposing to convert one half of the duplex into an elderly group home. The R-5 district does not allow group home use as a permitted use or conditional use, which means they must submit an application for a special use permit. Ms. Downs noted that in the application included in the Council's packet, the stated they are the staff for this group home; and so they claim that their parking will not exceed 1 to 2 cars at a time. The applicants are planning to convert the garage to accommodate 3 additional bedroom spaces. No additions are planned, so the home will not appear different from any other homes in the neighborhood. Ms. Downs noted that the meeting minutes are included in the Council's packet, which summarize the Planning Commission's discussion of the case. The City did receive 3 written communications from citizens who do not live within the 200 ft notification area; these were included in the City Council's information packet for this meeting and were read into the record at the Planning Commission meeting. One resident who owns a duplex rental property in the neighborhood also spoke to the Planning Commission. The residents expressed concerns about setting precedents and the type of group home use, potential parking and traffic congestion, potential problems for code enforcement, if the garage would need to be restored to a garage if the group home use is discontinued; and that this use does not enhance the property values and livability of the area. The Planning Commission discussed the concerns and reviewed the Golden Factors and zoning code review criteria; ultimately they recommended that the special use be approved with the condition that the group home use be approved and restricted to only the current property owner and not transferrable in accordance with the code.

Councilmember Davied asked if the garage would need to be redone if the home was sold; referred to the residence concerns about group home types; and if it requires a special license to operate.

Ms. Downs stated that Planning Commission and applicants have been told by staff that there is no such thing as setting precedence; each case is reviewed on its own merits. The City Attorney provided information that under state law, the applicant is not required to disclose the type of group home, and [City officials] are not allowed to base the zoning case decision on that. Regarding the plans to convert the garage, the appearance from the exterior will not change. From a parking perspective, the code only requires 1 garage; if the home is offered for sale in the future, a potential buyer would understand that the

property did not include garage parking space. There is no way to predict home values, livability, or code enforcement problems. Regarding parking concerns, the applicants responded that the cars present should be no more than would be present with a large family. A business license will be required.

Councilmember Hamburg asked if a new application for special use would be required if a different type of group home were located on the property in the future. Ms. Downs responded that no, a change in the type of group home would not trigger the need for a new application.

Mayor Benage noted that there is no on- street parking in the cul-de-sac where the subject property is located. He noted that his mother-in-law had lived at an elderly care home and that it is a good solution for some families.

Councilmember Dehn asked how common group homes requests are at Planning Commissions in the area; and if there is a limit to the density of homes in an area, its impact on the residential feel and the other neighborhood residents. Ms. Downs stated that the prevalence in the area is unknown; she has been made aware of several other properties in the City that may be currently utilized as group home; she will be reaching out to the property owners in the near future to make them aware of zoning code requirements and business licensing requirements. Councilmember Dehn noted that the number of bedrooms will exceed those in other homes in the neighborhood; if the group home use is discontinued, would there be potential for a rental property with six bedrooms. Ms. Downs noted that some communities are addressing questions of density through their zoning codes.

Mayor Benage asked if any new written communication had been received since the Planning Commission hearing. City staff responded no.

Mayor Benage invited the applicant to speak; the applicant was not present.

Mayor Benage then invited everyone interested in this agenda item to come to the podium to make comments. He asked that comments be limited to 3 minutes. No one spoke.

Mayor Benage then reminded the Council that during council deliberation statements made should include agreement or disagreement with the staff recommendation; agreement or disagreement with the Planning Commission’s findings and agreement or disagreement with the Planning Commission’s recommendations.

Councilmember Hamburg stated her appreciation for the Planning Commission’s detailed discussion of this case in the minutes of the meeting; she stated her appreciation for the increased need for these types of living arrangements with aging population. However, this didn’t feel like it fit the spirit of the code and thinking about the expectations for that area. The financial hardship was not compelling to her. Citizen input is one factor she will consider against supporting this request.

Councilmember Proctor stated that the Planning Commission did a very good job of thoroughly reviewing the case. He asked staff if group homes are protected at the state

level from municipalities saying they can't be in a certain area. City Attorney Maria Schrock stated that municipalities are allowed to use zoning regulations regarding the special use permit. But municipalities cannot deny simply because a specific property is going to be zoned as a group home. There are Federal and State laws that are very clear that if individuals are going to be at a group home, it can be because of mental, physical or other types of disability, that those individuals at group homes are protected and they are allowed to have housing. However, if the governing body with the zoning regulations feels there is an issue, for example, with the golden factors, access, noise, screening, parking, services, as long as they are reasonable, the municipality could deny based on those reasons.

Councilmember Proctor asked for clarification about what is a reasonable concern. City Attorney Maria Schrock gave examples of what other governing body's have cited when considering denial; concerns such as parking; commercial waste in a residential neighborhood; plans for handling parking and traffic congestion. Those discussions to deny were not focused on the fact that the homes were going to be used by a group of people in a group home setting. The Planning Commission asked if it is possible for the group home to be used in a sober facility; it was further discussed that that comment would center on who is using the facility and is not an allowable consideration.

Mayor Benage asked staff if it would be appropriate to request a parking plan now, or when the applicant applies for a business license. City Attorney Schrock noted that the governing body could require a parking plan as a condition of approval. Ms. Downs noted that a parking plan could also be required at the business licensing phase. Mayor Benage stated his support for a parking plan to be required during business licensing.

Councilmember McIntosh asked what can be done if parking issues occur. Ms. Downs noted that it could be addressed through code enforcement. If a parking plan were required for licensing, then violation of the parking plan could violated the ability to continue to hold that business license.

Councilmember Hamburg asked City Attorney Schrock to confirm that under the law, the governing body should not discriminate based on the types of individuals that could be in the group home. City Attorney Schrock stated that was correct. She further reviewed the allowable considerations under the general regulations in city code; these regulations were listed in the staff report.

Councilmember Dehn asked if it would be appropriate to make specific conditions; City Attorney Schrock confirmed that specific conditions of approval could be made, as long as they are supported by the zoning regulations. Paula Downs noted that the applicants stated in the application that they expected no more than 1 or 2 cars to be parked at the property at one time and there would be a total of 6 parking spaces in the driveway and garage.

Councilmember McIntosh stated that based on these findings of facts from the Planning Commission, specifically that the residence will blend in with the rest of the community structures, and it does not appear to have any negative impact on public facilities, infrastructure and utilities, and does not pose threats to adjacent residential properties; on the condition that we receive a parking plan, he will be supporting the special use.

Councilmember Proctor stated that he will be supporting the special use because he does not know that the governing body has a lot of standing to say anything different, because it's protected.

Councilmember Dehn stated that he will be supportive of this too; he noted that with the City's zoning codes we have a long way to go, future code adjustments are needed. He thinks that it is honorable that the applicant applied when there are others who are operating group homes that have not followed the special use process that is required. There is clearly a need for this type of facility. He is concerned about density but thinks that can be solved with future code adjustments. He agrees with the comment about a parking plan; it may be very similar to what the applicant has already committed to.

Councilmember Davied stated that he would support this because of all of the above-mentioned reasons, and that the Planning Commission did a very nice job with this, and that we still have a little bit of leeway with the business license to address some of the concerns.

**MOTION:** Councilmember Davied moved to approve the findings of fact and recommendation of the Planning Commission for SP-25-01, 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 – Nay  
Brandon McIntosh – Aye                      Mike Proctor – Aye

***Motion carried 4-1.***

Following the vote Mayor Benage stated that Persons aggrieved by the final decision of the City Council on this matter have rights provided at law. We want to thank everyone for participating in this matter.

Mayor Benage also commented for City staff to make sure that the parking plan is reviewed in the business licensing phase and that it be recognized that medical waste is hazardous and cannot be placed in the regular trash; other entities may regulate this, but it should be clearly stated somewhere.

**XI. CONSENT AGENDA**

- A. Approval of Minutes of the December 16, 2025 City Council meeting.**
- B. Accept a Petition for Paving Improvements to serve Phase 1 of Chapel Landing 8th.**
- C. Accept a Petition for Sanitary Sewer Improvements to serve Phase 1 of Chapel Landing 8th**
- D. Accept a Petition for Storm Water Drain Improvements to serve Chapel Landing 8th.**
- E. Accept a Petition for Water Distribution System Improvements to serve Phase 1 of Chapel Landing 8th.**

- F. **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 (Phase 1 Paving Improvements/Chapel Landing 8th Addition).**
- 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 (Phase 1 Sanitary Sewer Improvements/Chapel Landing 8th Addition).**
- H. **Adopt A Resolution Determining the Advisability of the Making Of Certain Internal Improvements in the City of Bel Aire, Kansas; Making Certain Findings With Respect Thereto; And Authorizing and Providing for the Making of The Improvements in Accordance With Such Findings (Storm Water Sewer Improvements/Chapel Landing 8th Addition).**
- I. **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 (Phase 1 Water Distribution Improvements/ Chapel Landing 8th Addition).**

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

**XII. EXECUTIVE SESSION**

**MOTION:** Councilmember Davied 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, which would be deemed privileged in the attorney-client relationship. Invite the City Manager and City Attorney. The meeting will be for a period of 5 minutes, and the open meeting will resume in City Council Chambers at 8:57 p.m. Councilmember Hamburg seconded the motion. *Motion carried 5-0.*

The Council then recessed for Executive Session. At 8:59 p.m., Mayor Benage called the meeting back to order in open session and stated that no binding action had been taken.

**XIII. DISCUSSION AND FUTURE ISSUES**

**A. City Council Workshop - January 13th at 7 p.m.**

City Manager Ted Henry briefly mentioned topics that may appear on the January 13<sup>th</sup> agenda for discussion. No action was taken.

**XIV. ADJOURNMENT**

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

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

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

ATTEST:

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



Payment Dates 1/1/2026 - 1/13/2026

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
<b>Vendor DBA: 0178 -</b>					
AFLAC	EMPLOYEE MONTHLY PREMI...	01/08/2026	01/01/2026		374.02
AFLAC	EMPLOYEE MONTHLY PREMI...	01/08/2026	01/01/2026		138.08
AFLAC	EMPLOYEE MONTHLY PREMI...	01/08/2026	01/01/2026		131.44
				<b>Vendor DBA 0178 - AFLAC Total:</b>	<b>643.54</b>
<b>Vendor DBA: 2790 -</b>					
ARC PHYSICAL THERAPY PLUS	PRE-EMPLOYMENT SCREENING	01/08/2026	01/09/2026		35.00
				<b>Vendor DBA 2790 - ARC PHYSICAL THERAPY PLUS Total:</b>	<b>35.00</b>
<b>Vendor DBA: 0055 - ARK VALLEY NEWS</b>					
ARK VALLEY NEWS	PUBLICATIONS	01/08/2026	01/09/2026		40.32
ARK VALLEY NEWS	BREEZE AD	01/08/2026	01/09/2026		500.00
				<b>Vendor DBA 0055 - ARK VALLEY NEWS Total:</b>	<b>540.32</b>
<b>Vendor DBA: 1042 -</b>					
ASCAP	MUSIC LICENSE RENEWAL 2026	01/09/2026	01/12/2026		114.50
ASCAP	MUSIC LICENSE RENEWAL 2026	01/09/2026	01/12/2026		114.50
ASCAP	MUSIC LICENSE RENEWAL 2026	01/09/2026	01/12/2026		114.50
ASCAP	MUSIC LICENSE RENEWAL 2026	01/09/2026	01/12/2026		114.50
				<b>Vendor DBA 1042 - ASCAP Total:</b>	<b>458.00</b>
<b>Vendor DBA: 0472 -</b>					
BEALL & MITCHELL, LLC	01/26 JUDGE TERRY BEALL/C...	01/09/2026	01/12/2026		1,237.98
				<b>Vendor DBA 0472 - BEALL &amp; MITCHELL, LLC Total:</b>	<b>1,237.98</b>
<b>Vendor DBA: 2392 -</b>					
BEL AIRE MINI STORAGE-HAR...	MINI-STORAGE UNIT	01/09/2026	01/12/2026		1,320.00
				<b>Vendor DBA 2392 - BEL AIRE MINI STORAGE-HARVEST PROPERTY MGT Total:</b>	<b>1,320.00</b>
<b>Vendor DBA: 1712 -</b>					
CITY OF WICHITA	FRANCHISE FEES-2025	01/09/2026	01/09/2026		2,652.70
				<b>Vendor DBA 1712 - CITY OF WICHITA Total:</b>	<b>2,652.70</b>
<b>Vendor DBA: 0833 - CIVIC PLUS LLC</b>					
CIVIC PLUS LLC	WEBSITE ANNUAL RENEWAL-...	01/09/2026	01/12/2026		5,496.13
				<b>Vendor DBA 0833 - CIVIC PLUS LLC Total:</b>	<b>5,496.13</b>
<b>Vendor DBA: 2085 -</b>					
CLERK OF THE DISTRICT COURT	DUES & MEMBERSHIPS	01/09/2026	01/12/2026		125.00
				<b>Vendor DBA 2085 - CLERK OF THE DISTRICT COURT Total:</b>	<b>125.00</b>
<b>Vendor DBA: 2161 - COOPER LAW OFFICES</b>					
COOPER LAW OFFICES	CRT APPOINTED ATTY SVC	01/08/2026	01/09/2026		533.00
				<b>Vendor DBA 2161 - COOPER LAW OFFICES Total:</b>	<b>533.00</b>
<b>Vendor DBA: 2062 -</b>					
CORE & MAIN LP	WATER METER SUPPLIES	01/08/2026	01/09/2026		932.56
				<b>Vendor DBA 2062 - CORE &amp; MAIN LP Total:</b>	<b>932.56</b>
<b>Vendor DBA: 2599 -</b>					
CULLIGAN OF WICHITA / WICH..	WATER SERVICE	01/08/2026	01/09/2026		13.50
CULLIGAN OF WICHITA / WICH..	WATER SERVICE-CH	01/08/2026	01/09/2026		32.50
				<b>Vendor DBA 2599 - CULLIGAN OF WICHITA / WICHITA WATER CONDITIONING,INC Total:</b>	<b>46.00</b>
<b>Vendor DBA: 0032 -</b>					
DELTA DENTAL PLAN of KANS...	01/26 MONTHLY PREMIUM	01/08/2026	01/01/2026		2,457.44
DELTA DENTAL PLAN of KANS...	01/26 MONTHLY PREMIUM	01/08/2026	01/01/2026		260.97
DELTA DENTAL PLAN of KANS...	01/26 MONTHLY PREMIUM	01/08/2026	01/01/2026		345.11
				<b>Vendor DBA 0032 - DELTA DENTAL PLAN of KANSAS Total:</b>	<b>3,063.52</b>

**AP ORDINANCE**

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
<b>Vendor DBA: 0214 -</b>					
DIGITAL OFFICE SYSTEMS - DOS	PD COPIER	01/08/2026	01/09/2026		67.90
<b>Vendor DBA 0214 - DIGITAL OFFICE SYSTEMS - DOS Total:</b>					<b>67.90</b>
<b>Vendor DBA: 2326 -</b>					
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	01/08/2026	01/09/2026		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	01/08/2026	01/09/2026		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	01/08/2026	01/09/2026		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	01/08/2026	01/09/2026		90.00
ECITY TRANSACTIONS, LLC	ONLINE PAYMENT SERVICE	01/08/2026	01/09/2026		90.00
<b>Vendor DBA 2326 - ECITY TRANSACTIONS, LLC Total:</b>					<b>450.00</b>
<b>Vendor DBA: 2415 -</b>					
EMPAC, INC	EMPLOYEE ASSIST PROGRAM...	01/09/2026	01/12/2026		548.55
<b>Vendor DBA 2415 - EMPAC, INC Total:</b>					<b>548.55</b>
<b>Vendor DBA: 1802 -</b>					
EMPOWER RETIREMENT 457	457 CITY MANAGER	01/01/2026	01/01/2026		540.00
EMPOWER RETIREMENT 457	457 EMP VOLUNTARY	01/01/2026	01/01/2026		612.00
<b>Vendor DBA 1802 - EMPOWER RETIREMENT 457 Total:</b>					<b>1,152.00</b>
<b>Vendor DBA: 0046 -</b>					
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	12/18/2025	01/05/2026		62.37
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	12/18/2025	01/05/2026		28.95
EVERGY KANSAS CENTRAL INC	FOUNTAINS	12/18/2025	01/05/2026		138.21
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	12/18/2025	01/05/2026		29.70
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	12/18/2025	01/05/2026		63.33
EVERGY KANSAS CENTRAL INC	LIFT STATION	12/18/2025	01/05/2026		758.88
EVERGY KANSAS CENTRAL INC	FOUNTAINS	12/18/2025	01/05/2026		86.81
EVERGY KANSAS CENTRAL INC	POOL	12/18/2025	01/05/2026		39.72
EVERGY KANSAS CENTRAL INC	MAINT SHOP	12/18/2025	01/05/2026		104.07
EVERGY KANSAS CENTRAL INC	MAINT SHOP	12/18/2025	01/05/2026		62.44
EVERGY KANSAS CENTRAL INC	MAINT SHOP	12/18/2025	01/05/2026		124.89
EVERGY KANSAS CENTRAL INC	MAINT SHOP	12/18/2025	01/05/2026		124.88
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	12/18/2025	01/05/2026		55.94
EVERGY KANSAS CENTRAL INC	LIFT STATION	12/18/2025	01/05/2026		91.94
EVERGY KANSAS CENTRAL INC	LIFT STATION	12/18/2025	01/05/2026		214.01
EVERGY KANSAS CENTRAL INC	REC	12/18/2025	01/05/2026		31.69
EVERGY KANSAS CENTRAL INC	WATER TOWER	12/18/2025	01/05/2026		305.85
EVERGY KANSAS CENTRAL INC	REC	12/18/2025	01/05/2026		369.26
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	12/18/2025	01/05/2026		31.82
EVERGY KANSAS CENTRAL INC	LIFT STATION	12/18/2025	01/05/2026		414.99
EVERGY KANSAS CENTRAL INC	CITY HALL	12/18/2025	01/05/2026		1,476.11
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	12/18/2025	01/05/2026		35.56
EVERGY KANSAS CENTRAL INC	CP STREET LIGHTS	12/18/2025	01/05/2026		102.80
EVERGY KANSAS CENTRAL INC	STR SIGNS/CROSSWALKS	12/18/2025	01/05/2026		63.82
EVERGY KANSAS CENTRAL INC	LIFT STATION	12/18/2025	01/05/2026		228.26
EVERGY KANSAS CENTRAL INC	WATER TOWER	12/18/2025	01/05/2026		467.44
EVERGY KANSAS CENTRAL INC	FOUNTAINS	12/18/2025	01/05/2026		28.86
EVERGY KANSAS CENTRAL INC	LIFT STATION	12/19/2025	01/05/2026		29.25
EVERGY KANSAS CENTRAL INC	SPRINKLER	12/19/2025	01/05/2026		28.91
<b>Vendor DBA 0046 - EVERGY KANSAS CENTRAL INC Total:</b>					<b>5,600.76</b>
<b>Vendor DBA: 2654 -</b>					
EXPERT AUTO CENTER	PD-MAINTENANCE/REPAIR	01/08/2026	01/09/2026		80.97
EXPERT AUTO CENTER	PD-MAINTENANCE/REPAIR	01/08/2026	01/09/2026		80.97
<b>Vendor DBA 2654 - EXPERT AUTO CENTER Total:</b>					<b>161.94</b>
<b>Vendor DBA: 0010 -</b>					
FICA/FEDERAL W/H	FEDERAL W/H TAXES	01/01/2026	01/01/2026		-12.48
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	01/01/2026	01/01/2026		12,566.40
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	01/01/2026	01/01/2026		282.56
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	01/01/2026	01/01/2026		1,206.30
FICA/FEDERAL W/H	SOCIAL SECURITY/FICA	01/01/2026	01/01/2026		1,286.76

**AP ORDINANCE**

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
FICA/FEDERAL W/H	FEDERAL W/H TAXES	01/01/2026	01/01/2026		7,018.31
FICA/FEDERAL W/H	FEDERAL W/H TAXES	01/01/2026	01/01/2026		127.76
FICA/FEDERAL W/H	FEDERAL W/H TAXES	01/01/2026	01/01/2026		568.38
FICA/FEDERAL W/H	FEDERAL W/H TAXES	01/01/2026	01/01/2026		840.17
FICA/FEDERAL W/H	MEDICARE/FICA	01/01/2026	01/01/2026		2,938.94
FICA/FEDERAL W/H	MEDICARE/FICA	01/01/2026	01/01/2026		66.08
FICA/FEDERAL W/H	MEDICARE/FICA	01/01/2026	01/01/2026		282.18
FICA/FEDERAL W/H	MEDICARE/FICA	01/01/2026	01/01/2026		300.90
<b>Vendor DBA 0010 - FICA/FEDERAL W/H Total:</b>					<b>27,472.26</b>
<b>Vendor DBA: 2438 -</b>					
IMA FINANCIAL GROUP, INC	HEALTH BENEFITS ADMIN FEB...	01/09/2026	01/12/2026		833.00
<b>Vendor DBA 2438 - IMA FINANCIAL GROUP, INC Total:</b>					<b>833.00</b>
<b>Vendor DBA: 2582 -</b>					
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/08/2026	01/09/2026	029-8893	3,269.92
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/09/2026	01/12/2026		84.76
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/09/2026	01/12/2026		42.82
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/09/2026	01/12/2026		128.45
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/09/2026	01/12/2026		128.45
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/09/2026	01/12/2026		42.82
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/09/2026	01/12/2026		84.76
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/09/2026	01/12/2026		730.49
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/09/2026	01/12/2026		171.27
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/09/2026	01/12/2026		84.76
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/09/2026	01/12/2026		214.08
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/09/2026	01/12/2026		42.82
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/09/2026	01/12/2026		214.08
IMAGINE IT INC	COMPUTER SUPPORT SERVICE	01/09/2026	01/12/2026		214.96
<b>Vendor DBA 2582 - IMAGINE IT INC Total:</b>					<b>5,454.44</b>
<b>Vendor DBA: 3049 -</b>					
JASON WHYTE	2025 SIDEWALK REIMBURSE...	01/08/2026	01/09/2026		2,014.88
<b>Vendor DBA 3049 - JASON WHYTE Total:</b>					<b>2,014.88</b>
<b>Vendor DBA: 0196 -</b>					
K P E R S	KP&F	01/01/2026	01/01/2026		12,495.81
K P E R S	KPERS 1	01/01/2026	01/01/2026		1,334.17
K P E R S	KPERS 1	01/01/2026	01/01/2026		407.48
K P E R S	KPERS 1	01/01/2026	01/01/2026		373.74
K P E R S	KPERS 1	01/01/2026	01/01/2026		392.75
K P E R S	KPERS 2	01/01/2026	01/01/2026		1,993.34
K P E R S	KPERS 2	01/01/2026	01/01/2026		326.24
K P E R S	KPERS 3	01/01/2026	01/01/2026		6,368.73
K P E R S	KPERS 3	01/01/2026	01/01/2026		929.13
K P E R S	KPERS 3	01/01/2026	01/01/2026		1,396.18
K P E R S	KPERS 3	01/01/2026	01/01/2026		287.51
<b>Vendor DBA 0196 - K P E R S Total:</b>					<b>26,305.08</b>
<b>Vendor DBA: 0197 -</b>					
KANSAS DEPT OF REVENUE	KS STATE W/H	01/01/2026	01/01/2026		4,753.45
KANSAS DEPT OF REVENUE	KS STATE W/H	01/01/2026	01/01/2026		83.69
KANSAS DEPT OF REVENUE	KS STATE W/H	01/01/2026	01/01/2026		436.26
KANSAS DEPT OF REVENUE	KS STATE W/H	01/01/2026	01/01/2026		492.15
<b>Vendor DBA 0197 - KANSAS DEPT OF REVENUE Total:</b>					<b>5,765.55</b>
<b>Vendor DBA: 0799 -</b>					
KANSAS DEPT OF TRANSPORT...	BEL AIRE: 53RD ST. FROM OLI...	01/09/2026	01/09/2026	002-8884	335,000.00
<b>Vendor DBA 0799 - KANSAS DEPT OF TRANSPORTATION Total:</b>					<b>335,000.00</b>
<b>Vendor DBA: 1581 -</b>					
KANSAS MUNICIPAL UTILITIES	2026 KMU MEMBERSHIP DUES	01/09/2026	01/12/2026		940.50
KANSAS MUNICIPAL UTILITIES	2026 KMU MEMBERSHIP DUES	01/09/2026	01/12/2026		940.50
<b>Vendor DBA 1581 - KANSAS MUNICIPAL UTILITIES Total:</b>					<b>1,881.00</b>

**AP ORDINANCE**

Vendor DBA	Description (Item)	Post Date	Payment Date	Project Account Key	Amount
<b>Vendor DBA: 0076 - KANSAS PAVING</b>					
KANSAS PAVING	PAVING IMPROVEMENTS TO ...	01/08/2026	01/09/2026	010-8882	133,611.92
<b>Vendor DBA 0076 - KANSAS PAVING Total:</b>					<b>133,611.92</b>
<b>Vendor DBA: 0179 -</b>					
LEAGUE OF KS MUNICIPALITIES	2026 CITY MEMBERSHIP DUES	01/09/2026	01/12/2026		6,197.61
<b>Vendor DBA 0179 - LEAGUE OF KS MUNICIPALITIES Total:</b>					<b>6,197.61</b>
<b>Vendor DBA: 2369 -</b>					
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	01/08/2026	01/05/2026		186.63
PAYLOCITY CORPORATION	FSA EMPLOYEE EXPENSE	01/08/2026	01/09/2026		172.71
<b>Vendor DBA 2369 - PAYLOCITY CORPORATION Total:</b>					<b>359.34</b>
<b>Vendor DBA: 0988 -</b>					
SALTUS TECHNOLOGIES, LLC	DIGITICKET ANNUAL FEE (JAN...	01/08/2026	01/12/2026		17,800.70
<b>Vendor DBA 0988 - SALTUS TECHNOLOGIES, LLC Total:</b>					<b>17,800.70</b>
<b>Vendor DBA: 0140 -</b>					
SPECTRUM PROMOTIONAL P...	STAFF UNIFORMS/CLOTHING	01/08/2026	01/09/2026		212.15
<b>Vendor DBA 0140 - SPECTRUM PROMOTIONAL PRODUCTS Total:</b>					<b>212.15</b>
<b>Vendor DBA: 1963 -</b>					
SURENCY LIFE & HEALTH INS ...	01/26 VISION INSURANCE	01/08/2026	01/05/2026		498.57
SURENCY LIFE & HEALTH INS ...	01/26 VISION INSURANCE	01/08/2026	01/05/2026		17.23
SURENCY LIFE & HEALTH INS ...	01/26 VISION INSURANCE	01/08/2026	01/05/2026		25.42
SURENCY LIFE & HEALTH INS ...	01/26 VISION INSURANCE	01/08/2026	01/05/2026		44.00
<b>Vendor DBA 1963 - SURENCY LIFE &amp; HEALTH INS CO Total:</b>					<b>585.22</b>
<b>Vendor DBA: 0903 -</b>					
TRIPLETT, WOOLF, GARRETSON...	LEGAL SERVICES	01/08/2026	01/09/2026		748.00
<b>Vendor DBA 0903 - TRIPLETT, WOOLF, GARRETSON, LLC/TWG Total:</b>					<b>748.00</b>
<b>Vendor DBA: 0989 -</b>					
VERIZON	CELL PHONE SERVICE	12/26/2025	01/02/2026		299.40
VERIZON	CELL PHONE SERVICE	12/26/2025	01/02/2026		41.55
VERIZON	CELL PHONE SERVICE	12/26/2025	01/02/2026		720.18
VERIZON	CELL PHONE SERVICE	12/26/2025	01/02/2026		24.36
VERIZON	CELL PHONE SERVICE	12/26/2025	01/02/2026		24.36
VERIZON	CELL PHONE SERVICE	12/26/2025	01/02/2026		244.68
VERIZON	CELL PHONE SERVICE	12/26/2025	01/02/2026		135.98
VERIZON	CELL PHONE SERVICE	12/26/2025	01/02/2026		209.80
VERIZON	CELL PHONE SERVICE	12/26/2025	01/02/2026		135.97
<b>Vendor DBA 0989 - VERIZON Total:</b>					<b>1,836.28</b>
<b>Vendor DBA: 1899 -</b>					
VISION ALLIANCE MARKETING...	COURT SERVICES OFFICER	01/08/2026	01/09/2026		150.00
<b>Vendor DBA 1899 - VISION ALLIANCE MARKETING,LLC-SCKACS Total:</b>					<b>150.00</b>
<b>Vendor DBA: 2219 -</b>					
WAV SERVICES INC	MONTHLY OPERATING FEE	01/08/2026	01/12/2026		3,840.00
<b>Vendor DBA 2219 - WAV SERVICES INC Total:</b>					<b>3,840.00</b>
<b>Vendor DBA: 2791 -</b>					
WORKSTEPS, INC	PRE-EMPLOYMENT SCREENING	01/08/2026	01/09/2026		75.00
<b>Vendor DBA 2791 - WORKSTEPS, INC Total:</b>					<b>75.00</b>
<b>Grand Total:</b>					<b>595,207.33</b>

# Report Summary

## Fund Summary

Fund	Payment Amount
100 - General Fund	100,652.66
120 - COP & PBC Trustee Fund	2,652.70
200 - Special Street & Highway	1,838.41
320 - Capital Projects Fund 2	471,881.84
355 - Capital Improvement Reserve	2,014.88
520 - Water Utility	7,825.18
530 - Sewer Utility	8,341.66
<b>Grand Total:</b>	<b>595,207.33</b>

## Account Summary

Account Number	Account Name	Payment Amount
100-000-000-2014	FEDERAL TAX PAYABLE	7,005.83
100-000-000-2016	SOCIAL SECURITY PAYAB...	12,566.40
100-000-000-2018	MEDICARE PAYABLE	2,938.94
100-000-000-2020	STATE TAX PAYABLE	4,753.45
100-000-000-2022	KPERS 1 PAYABLE	1,334.17
100-000-000-2024	KPERS 2 PAYABLE	1,993.34
100-000-000-2026	KPERS 3 PAYABLE	6,656.24
100-000-000-2028	KP&F PAYABLE	12,495.81
100-000-000-2034	457 DEFERRED COMP P...	1,152.00
100-000-000-2036	AFLAC ACCIDENT PAYAB...	374.02
100-000-000-2054	VISION INS PAYABLE	498.57
100-000-000-2056	DENTAL INS PAYABLE	2,457.44
100-000-000-2062	FSA HEALTH PAYABLE	359.34
100-100-110-7014	IT - MANAGED SERVICES	84.76
100-100-110-7016	SOFTWARE/HARDWARE...	5,496.13
100-100-110-7024	CONTRACTUAL SERVICES	548.55
100-100-110-7046	COMMUNICATION SERV...	299.40
100-100-110-7804	LEGAL SERVICES	748.00
100-100-130-7014	IT - MANAGED SERVICES	42.82
100-100-140-6028	PUBLICATIONS/PRINTING	40.32
100-100-140-7014	IT - MANAGED SERVICES	128.45
100-100-150-6008	PROFESSIONAL DUES/M...	6,197.61
100-100-150-7024	CONTRACTUAL SERVICES	3,840.00
100-100-160-6028	PUBLICATIONS/PRINTING	500.00
100-100-160-7014	IT - MANAGED SERVICES	128.45
100-100-160-7024	CONTRACTUAL SVCS	833.00
100-100-160-7046	COMMUNICATION SERV...	41.55
100-100-170-6008	PROFESSIONAL DUES/M...	125.00
100-100-170-7014	IT - MANAGED SERVICES	42.82
100-120-240-7014	IT - MANAGED SERVICES	84.76
100-120-240-7024	CONTRACTUAL SERVICES	90.00
100-120-240-7026	COURT APPT ATTY/INVE...	533.00
100-120-240-7804	LEGAL SERVICES	1,387.98
100-120-250-6604	VEHICLE/EQUIP SUPPLIE...	161.94
100-120-250-7014	IT - MANAGED SERVICES	730.49
100-120-250-7024	CONTRACTUAL SERVICES	17,814.20
100-120-250-7046	COMMUNICATION SERV...	720.18
100-120-250-8000	VEH/EQUIP LEASE/PURC...	67.90
100-130-330-6810	SPECIAL COMMUNITY E...	114.50
100-130-330-7048	UTILITIES	39.72
100-130-340-6010	COMMUNITY RELATION...	114.50
100-130-350-6010	COMMUNITY RELATION...	114.50
100-130-350-6040	UNIFORMS/CLOTHING	212.15
100-130-350-7014	IT - MANAGED SERVICES	171.27
100-130-350-7024	CONTRACTUAL SERVICES	90.00
100-130-350-7046	COMMUNICATION SERV...	24.36

**Account Summary**

Account Number	Account Name	Payment Amount
100-130-350-7048	UTILITIES	400.95
100-130-360-6010	COMMUNITY RELATION...	114.50
100-150-510-7014	IT - MANAGED SERVICES	84.76
100-150-510-7046	COMMUNICATION SERV...	24.36
100-150-510-7048	UTILITIES	386.86
100-160-610-7014	IT - MANAGED SERVICES	214.08
100-160-610-7024	CONTRACTUAL SERVICES	200.00
100-160-610-7046	COMMUNICATION SERV...	244.68
100-190-910-7024	CONTRACTUAL SVCS	1,352.50
100-190-910-7048	UTILITIES	1,476.11
120-125-066-7008	FRANCHISE FEES TO WI...	2,652.70
200-000-000-2014	FEDERAL TAX PAYABLE	127.76
200-000-000-2016	SOCIAL SECURITY PAYAB...	282.56
200-000-000-2018	MEDICARE PAYABLE	66.08
200-000-000-2020	STATE TAX PAYABLE	83.69
200-000-000-2022	KPERS 1 PAYABLE	407.48
200-000-000-2036	AFLAC ACCIDENT PAYAB...	138.08
200-000-000-2054	VISION INS PAYABLE	17.23
200-210-200-7014	IT - MANAGED SERVICES	42.82
200-210-200-7040	STREET LIGHTING	284.44
200-210-200-7046	COMMUNICATION SERV...	135.98
200-210-200-7048	UTILITIES	252.29
320-320-320-8882	CONSTRUCTION - PAVING	133,611.92
320-320-320-8884	CONSTRUCTION - SIDE...	335,000.00
320-320-320-8893	EQUIPMENT AND FURNI...	3,269.92
355-355-355-8024	SIDEWALK PROJECTS	2,014.88
520-000-000-2014	FEDERAL TAX PAYABLE	568.38
520-000-000-2016	SOCIAL SECURITY PAYAB...	1,206.30
520-000-000-2018	MEDICARE PAYABLE	282.18
520-000-000-2020	STATE TAX PAYABLE	436.26
520-000-000-2022	KPERS 1 PAYABLE	373.74
520-000-000-2024	KPERS 2 PAYABLE	326.24
520-000-000-2026	KPERS 3 PAYABLE	929.13
520-000-000-2036	AFLAC ACCIDENT PAYAB...	131.44
520-000-000-2054	VISION INS PAYABLE	25.42
520-000-000-2056	DENTAL INS PAYABLE	260.97
520-210-520-6008	PROFESSIONAL DUES/M...	940.50
520-210-520-6802	WATER SYSTEM MAINT/...	932.56
520-210-520-7014	IT - MANAGED SERVICES	214.08
520-210-520-7024	CONTRACTUAL SERVICES	90.00
520-210-520-7046	COMMUNICATION SERV...	209.80
520-210-520-7048	UTILITIES	898.18
530-000-000-2014	FEDERAL TAX PAYABLE	840.17
530-000-000-2016	SOCIAL SECURITY PAYAB...	1,286.76
530-000-000-2018	MEDICARE PAYABLE	300.90
530-000-000-2020	STATE TAX PAYABLE	492.15
530-000-000-2022	KPERS 1 PAYABLE	392.75
530-000-000-2026	KPERS 3 PAYABLE	1,396.18
530-000-000-2054	VISION INS PAYABLE	44.00
530-000-000-2056	DENTAL INS PAYABLE	345.11
530-210-530-6008	PROFESSIONAL DUES/M...	940.50
530-210-530-6806	LIFT STATION OPERATIO...	1,737.33
530-210-530-7014	IT - MANAGED SERVICES	214.96
530-210-530-7024	CONTRACTUAL SERVICES	90.00
530-210-530-7046	COMMUNICATION SERV...	135.97
530-210-530-7048	UTILITIES	124.88
	<b>Grand Total:</b>	<b>595,207.33</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Payment Amount</b>
**None**	123,325.49
002-8884	335,000.00
010-8882	133,611.92
029-8893	<u>3,269.92</u>
<b>Grand Total:</b>	<b>595,207.33</b>



City of Bel Aire, KS

Section VII, Item A.

# Payroll Check Register Report Summary

Pay Period: 12/13/2025-12/26/2025

Packet: PYPKT00244 - PY 12.13.25-12.26.25:PAID 1.1.26  
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	72	90,688.89
<b>Total</b>	<b>72</b>	<b>90,688.89</b>

Approved 01/15/2026  
 AP ORD 26-01 total Expenses: \$685,896.22  
 Special Assessment Project Costs:  
 \$133,611.92

*Barry Smith*

# Bel Aire Collection System Status Report

January 20, 2026

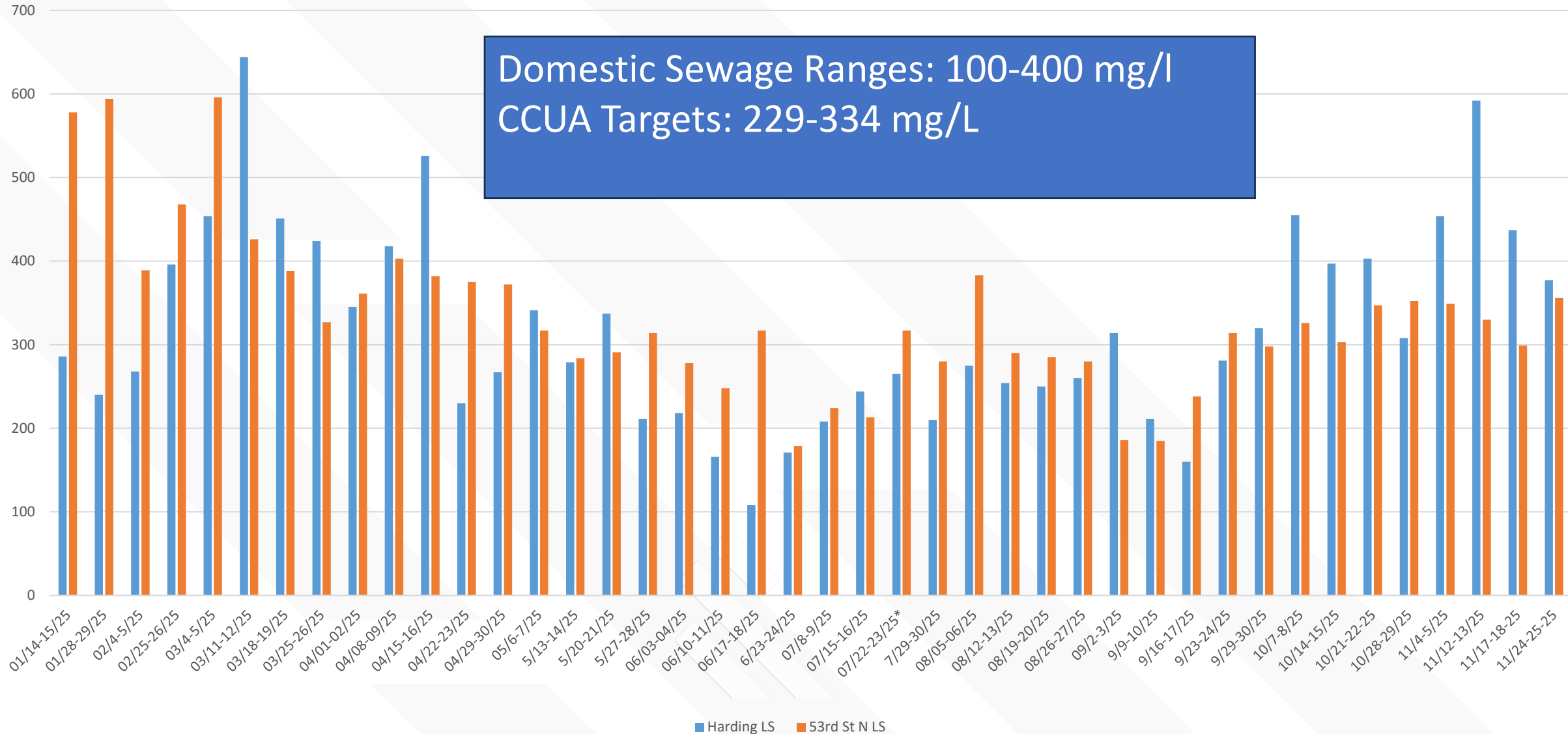
# Agenda

- Lift Station Wastewater Monitoring
- Collection System
  - Odor & Corrosion Control
- Next Steps

# Bel Aire Lift Station 2025 BOD Results - mg/L

Section VIII, Item B.

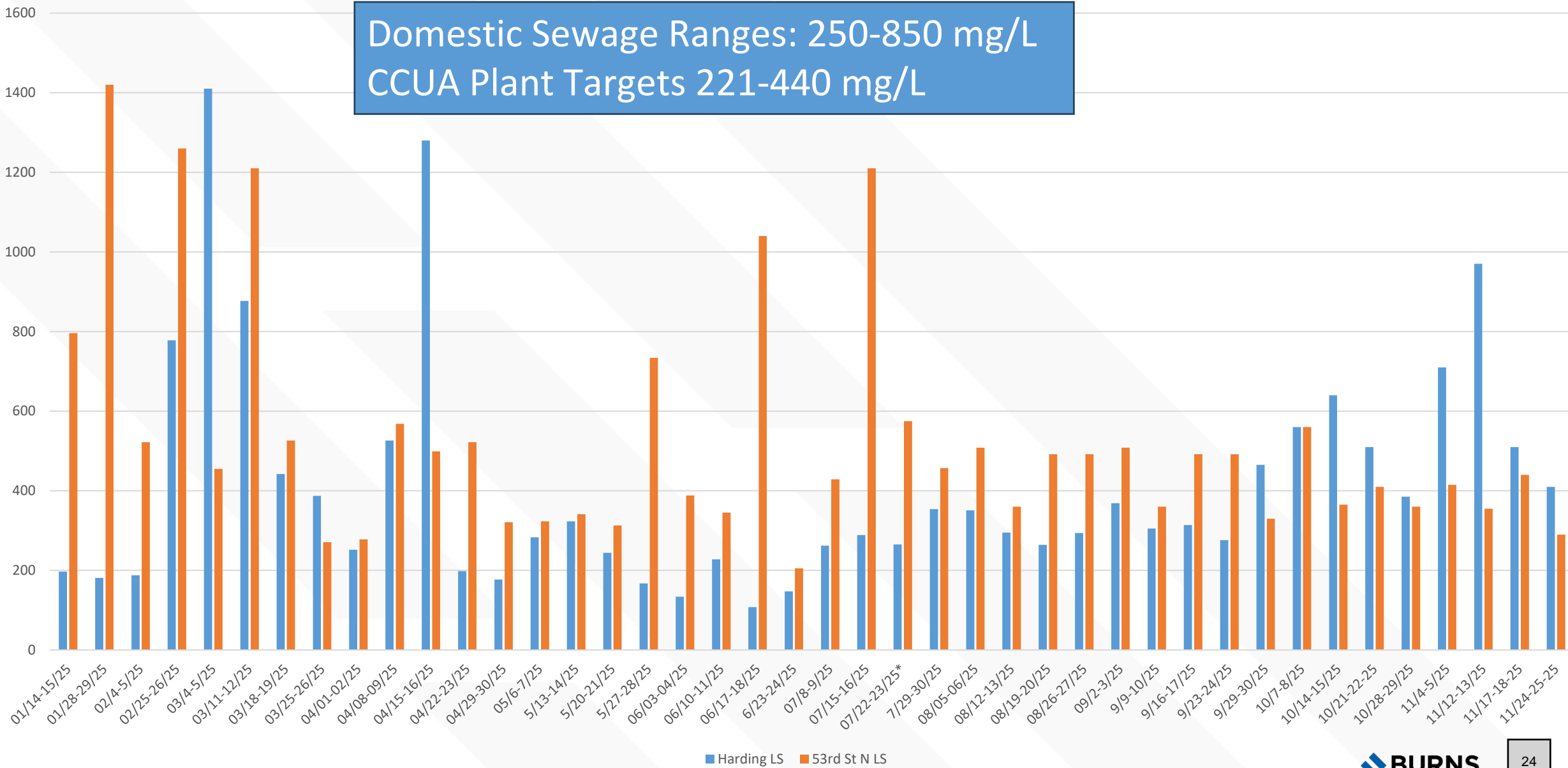
Domestic Sewage Ranges: 100-400 mg/l  
CCUA Targets: 229-334 mg/L



# Bel Aire Lift Station 2025 TSS Results - mg/L

Section VIII, Item B.

Domestic Sewage Ranges: 250-850 mg/L  
CCUA Plant Targets 221-440 mg/L



## Monthly Flow - Million Gallons

Section VIII, Item B.

	Harding/37 <sup>th</sup> MG	53 <sup>rd</sup> St MG	Total LS Flow	CCUA Inf. MG	Percent Flow
<i>January</i>	11.64	5.156	16.796	36.3217	46.2%
<i>February</i>	11.393	4.953	16.346	36.883	44.3%
<i>March</i>	12.25	5.215	17.465	37.701	46.3%
<i>April</i>	14.318	5.407	19.725	41.264	47.8%
<i>May</i>	13.346	5.796	19.142	45.42	42.1%
<i>June</i>	20.535	6.906	27.441	63.191	43.4%
<i>July</i>	12.175	6.256	18.43	41.2	44.7%
<i>August</i>	12.474	6.842	19.32	41.75	46.3%
<i>September</i>	10.453	5.942	16.39	37.11	44.2%
<i>October</i>	12.357	7.09	19.45	49.98	38.9%
<i>November</i>	10.193	5.66	15.85	34.28	46.3%
<i><b>Total YTD</b></i>	<b>141.13</b>	<b>65.22</b>	<b>116.915</b>	<b>302.7</b>	<b>44.5%</b>

# Municipal Pollutant Loadings – YTD (to November, 2025)

	Bel Aire	Park City	Total	CCUA
<b>BOD</b>				
<b>Total Lbs.</b>	531,612	2,564,401	3,096,013	625440
<b>% of total</b>	17%	82%		
<b>TSS Total</b>				
<b>Lbs.</b>	666,522	1,116,072	1,782,594	644963
<b>% of total</b>	37%	63%		

- Differences in the BOD/TSS pounds between Lift Stations & CCUA Plant
- Confirm approach to using lift station data as the basis for determining pollutant contributions between communities

# Collection System Activities Odor/Corrosion Control Abatement



# Pilot Study

2 totes of SulFeLox cost estimate: 2 totes of SulFeLox: \$24.48/gallon \* 2 totes \* 300 gallons/tote = **\$14,904.00**

## **Includes:**

Installation of peristaltic dosing pumps

Liquid and vapor phase sampling in the collection system for total sulfide, dissolved sulfide, temperature, pH, ORP, and iron residuals (minimum of monthly frequency, more often during trial startup period)

Unlimited on-call technical applications support and guidance will be provided when requested by experienced water treatment professionals

A comprehensive report summarizing findings and recommendations will be prepared and presented at the conclusion of the trial



# Odor Control Chemical Dosing

Section VIII, Item B.

## Webb LS



## Rock LS



# Odor Control Chemical Control

Section VIII, Item B.

USP projected the likely dosing rates based on historical database of similar chemical applications and the likely dosing ratios of chemical to sulfide provided by published technical literature. These dosing rates were calculated to bring  $H_2S$  down at least 75% but needed to be validated at full scale to confirm.

## Inputs

**Flow:** 0.1 MGD into Rock Road Pump Station  
0.015 MGD into Webb Road Pump Station  
**Sulfide Load:** 12 – 20 pounds/day Rock FM  
5 – 11 pounds/day Webb FM



## Dosing Rate Projections

SulFeLox (Low-haz Iron Solution)

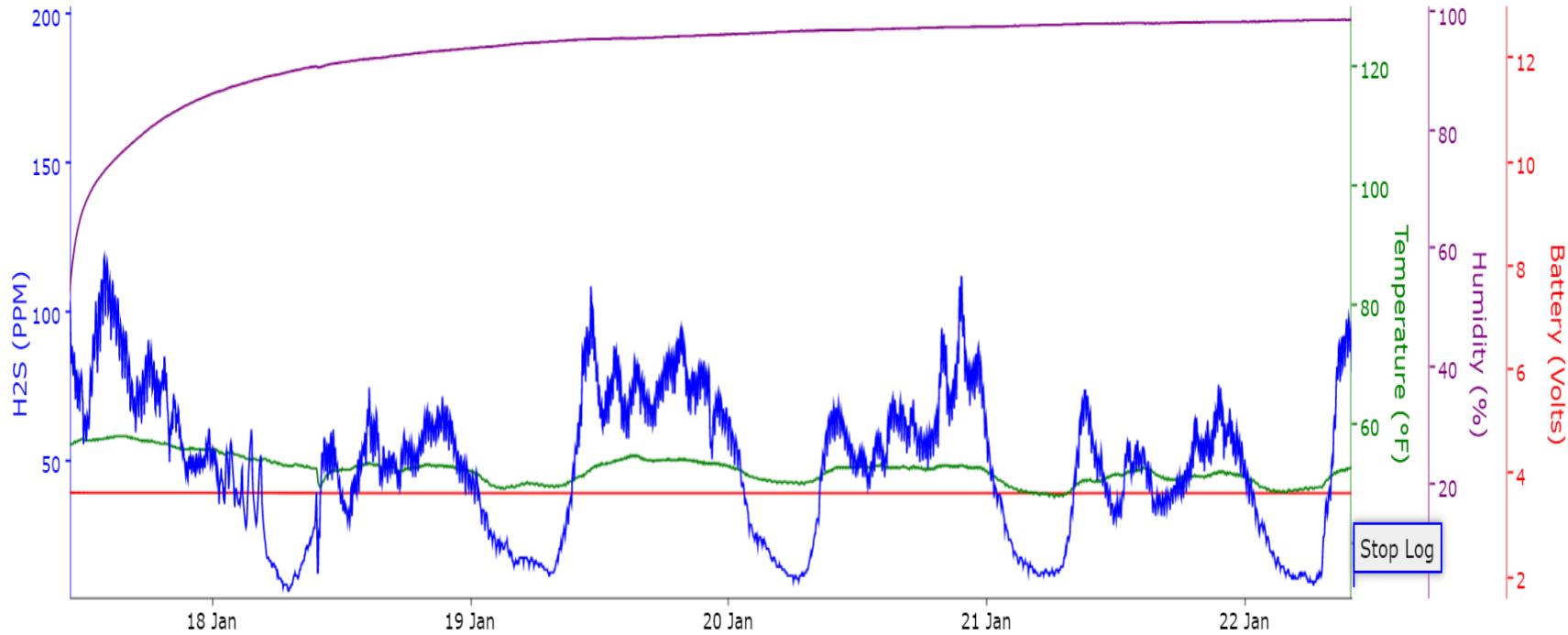
Gallons/Day at Rock PS: 12 - 21

Gallons/Day at Webb PS: 5 - 12

# LS Odalog Monitoring Results February 2025 Before Pilot

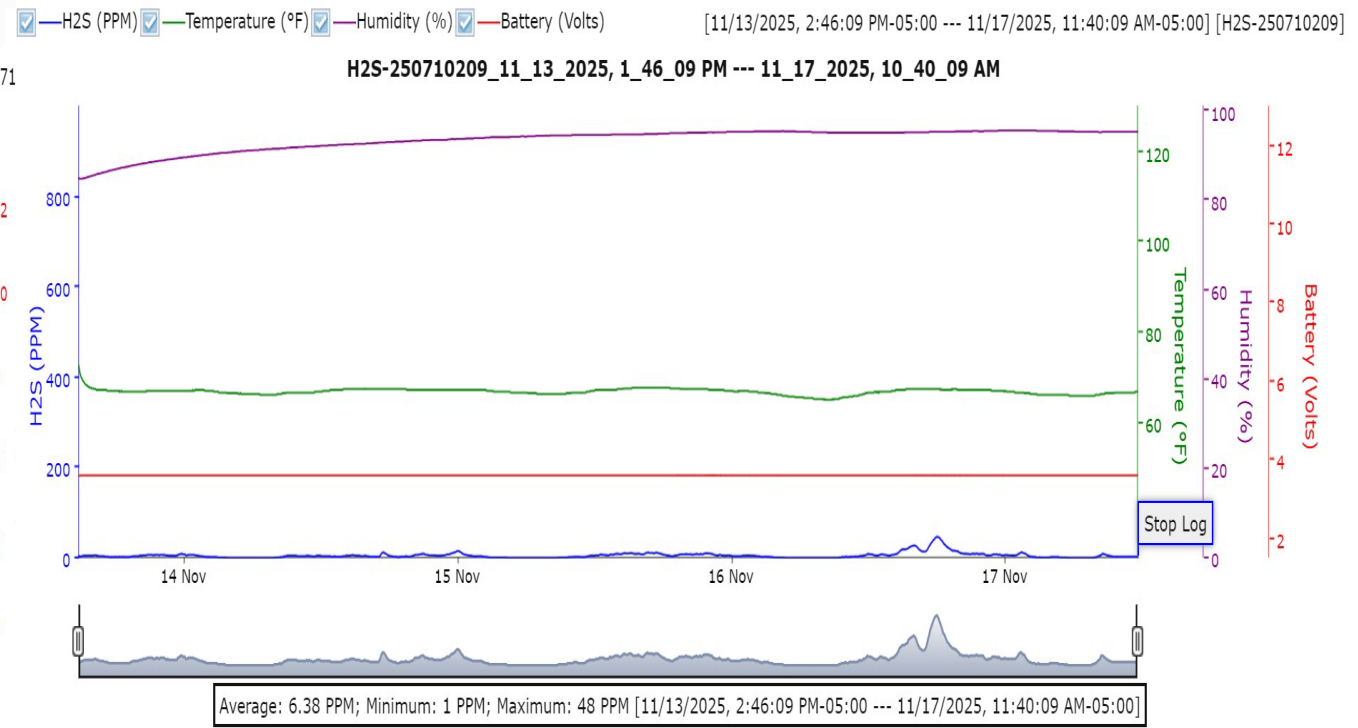
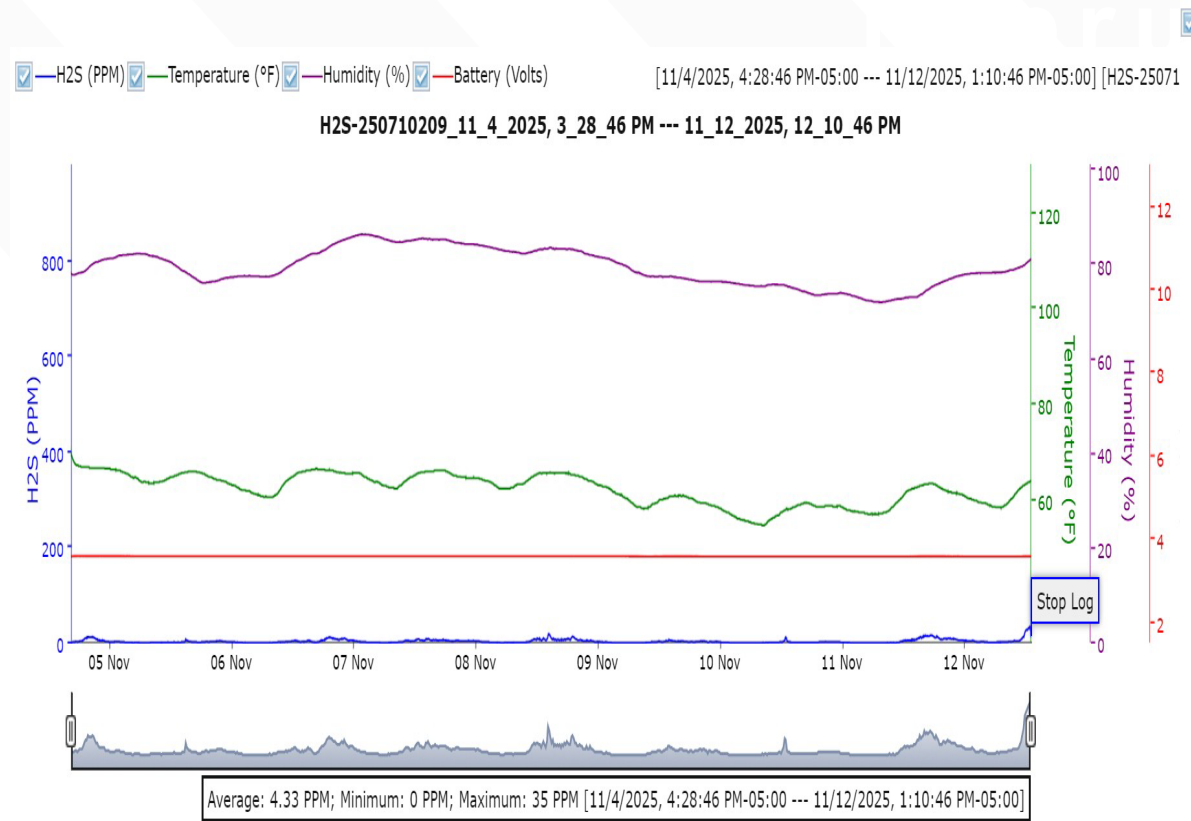
H2S (PPM)  Temperature (°F)  Humidity (%)  Battery (Volts)  [1/17/2025, 10:03:26 AM --- 1/22/2025, 10:06:26 AM] [H2S-230907642]

H2S-230907642\_1\_17\_2025, 10\_03\_26 AM --- 1\_22\_2025, 10\_06\_26 AM



Average: 48.85 PPM; Minimum: 7 PPM; Maximum: 119 PPM [1/17/2025, 10:42:26 AM --- 1/22/2025, 9:42:26 AM]

# LS Odalog Monitoring Results After SulFeLox® November 4- 17, 2025



**53<sup>rd</sup> St. LS - Dosing Rate = 21 gpd**

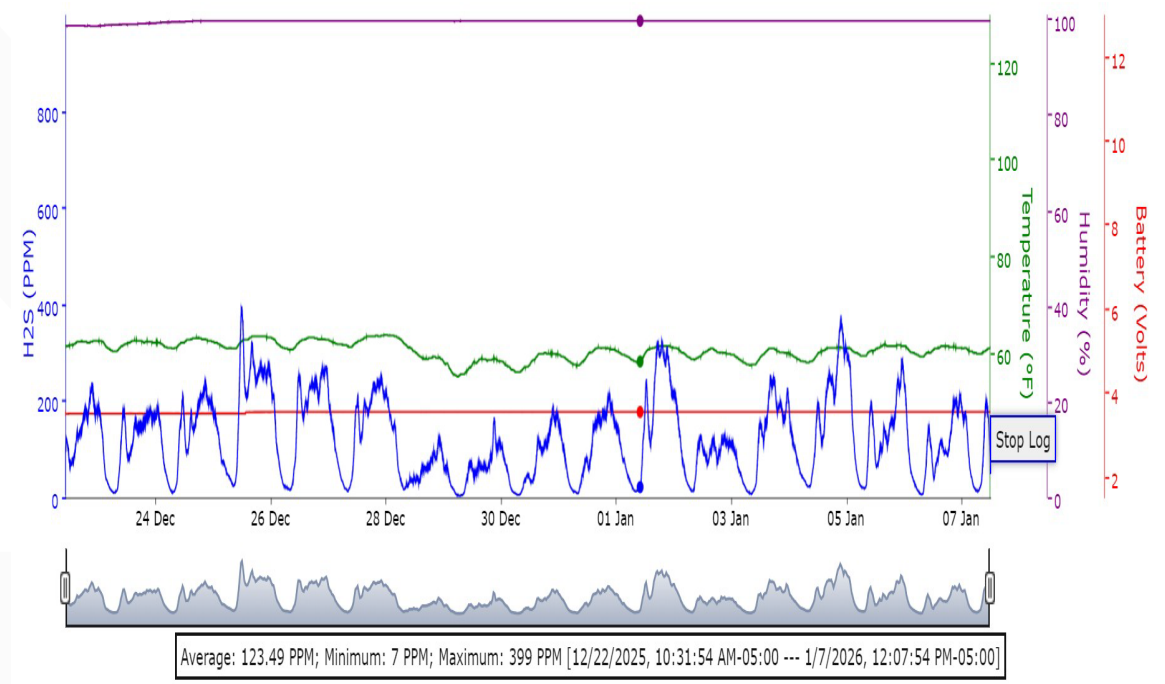
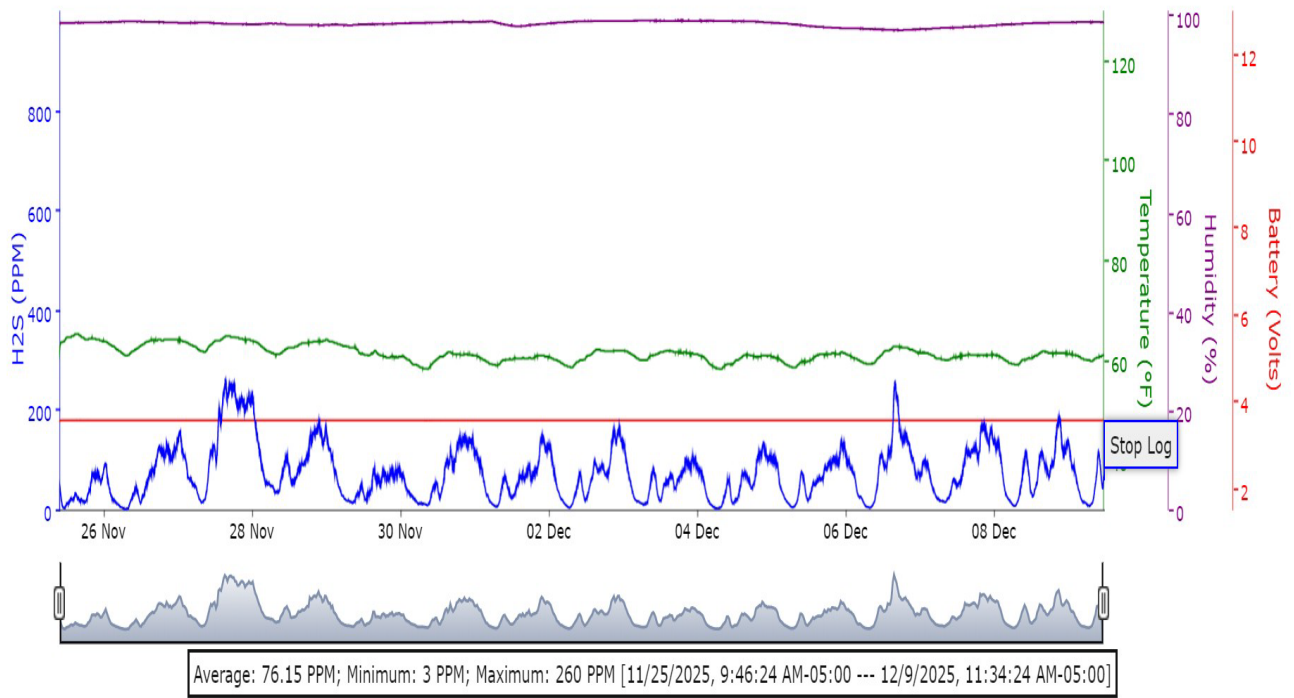
# LS Odalog Monitoring Results After SuIFeLox<sup>®</sup> Stopped - November 25- January 7, 2026, 2025

[11/25/2025, 9:46:24 AM-05:00 --- 12/9/2025, 11:34:24 AM-05:00] [H2S-250710209]

[12/22/2025, 10:31:54 AM-05:00 --- 1/7/2026, 12:07:54 PM-05:00] [H2S-250710209]

H2S-250710209\_11\_25\_2025, 8\_46\_24 AM --- 12\_9\_2025, 10\_34\_24 AM

H2S-250710209\_12\_22\_2025, 9\_31\_54 AM --- 1\_7\_2026, 11\_07\_54 AM

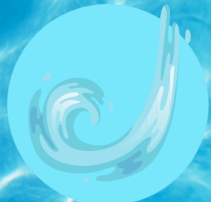


## 53<sup>rd</sup> St. LS – Chemical Feed Ceased 11/25/25

# 53<sup>rd</sup> St Lift Station Quantified Results

## What Is an Aqueous Solution?

An aqueous solution is a solution with water as the solvent.



seawater



rain



cola



wine



vinegar

sciencenotes.org

Date	Chemical Dosage Rates (gpd)	H2S gaseous Results (ppm)	Total H2S Aqueous (mg/L)	Dissolved H2S Aqueous (mg/L)
10/16 – 10/30/25	0	Not measured	2.9	2.7
10/31 – 11/17/25	21 + 12 = 33	6	0.6	0.3
11/17 – 11/25/25	17 + 5 = 22	Not Measured	1.0	0.8
11/25 – 12/30/25	0 + 5 = 5	86	1.4	1
12/30/25 – 1/7/26	0	123	1.3	1

## Percent Reduction

Feed Rate	Vapor H2S	Aqueous Total H2S	Aqueous Dissol. H2S
33 GPD	95%	79%	89%
22 GPD	-	66%	70%
5 GPD	30%	0 %	0%

# Pilot Program Outcomes

**Objective: 75 % Reduction of gaseous H<sub>2</sub>S at monitoring sites**

## PILOT PROGRAM RESULTS

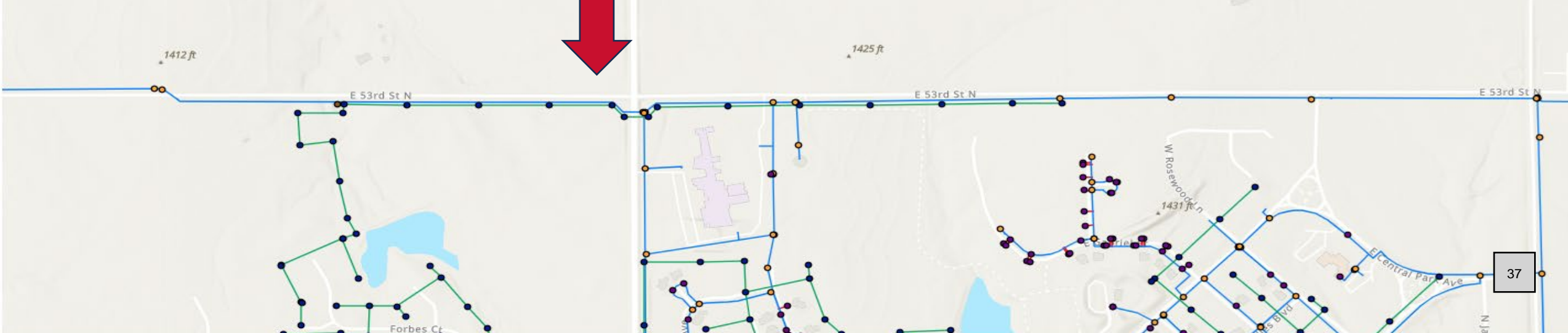
- Lycee Manhole - (At Webb Road Force Main Connection Site near Broadstone Apartment Entrance)**
- 53<sup>rd</sup> Street Lift Station – (5859 E. 53<sup>rd</sup> St N)**

Site	Dosage Rate at Feed sites	Percent Reduction (either gaseous, total or dissolved H <sub>2</sub> S)
Lycee	12 gpd at Webb LS	93% Reduction
Lycee	5 gpd at Webb LS	88% Reduction
53 <sup>rd</sup> LS	12 gpd at Webb LS & 21 gpd at Rock LS (33 gpd total)	95% Reduction
53 <sup>rd</sup> LS	5 gpd at Webb LS & 17 gpd at Rock LS (22 gpd total)	70% Reduction
53 <sup>rd</sup> LS	5 gpd at Webb LS	30% Reduction

# Estimated Odor Control Chemical Annual Cost

- **Dosing Rate Needs for at least 75% reduction in H<sub>2</sub>S, Annualized Averages**
  - 5 – 9 gallons/day needed at Webb PS
  - 13 – 18 gallons/day needed at Rock PS
  - 18 – 27 gallons/day total
  - 6,570 – 9,855 gallons/year total
- **Chemical Costs**
  - 2 totes/delivery, 2 stops: \$24.48/gallon
    - \$160,833.60 - \$241,250.40/year
  - 6 totes/delivery, 2 stops: \$12.42/gallon
    - \$81,599.40 - \$122,399.10/year
  - 13 totes/delivery, 2 stops: \$10.45/gallon
    - \$68,656.50 - \$102,984.75/year

# Collection System Map



City of Bel Aire, Kansas

## STAFF REPORT

DATE: January 7, 2026

TO: Ted Henry, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: KDOT 45<sup>th</sup> Street, Oliver to Woodlawn Agreement

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### BACKGROUND:

The City has been awarded funding through WAMPO for the reconstruction of 45<sup>th</sup> Street between Oliver and Woodlawn. This project will be administered through KDOT. This Agreement covers the terms and conditions of the administration of the 45<sup>th</sup> Street project and the roles and responsibilities of each organization.

### DISCUSSION:

The City was awarded federal funding for the 45<sup>th</sup> Street Reconstruction project by WAMPO. The Agreement under consideration is what gives KDOT the authority to administer the 45<sup>th</sup> Street Reconstruction project for the City of Bel Aire. KDOT is responsible for ensuring that the project adheres with Federal rules and regulations. The Agreement sets out KDOT responsibilities, financial considerations as they stand now, City responsibilities and general federal requirements that this project will need to adhere to.

FINANCIAL CONSIDERATIONS: There are no financial implications for entering into this agreement with KDOT. Once the project is bid, the City will have an opportunity to decide whether or not to continue with the project based on the project costs.

POLICY DECISION: Council needs to consider entering into an agreement with KDOT in order to proceed with the administration of the 45<sup>th</sup> Street, Oliver to Woodlawn project.

RECOMENDATION: It is the recommendation of staff to enter into the agreement with KDOT for the administration of this project.

PROJECT NO. 87 N-0823-01  
ACSTP-N082(301)  
WAMPO TIP #40-015

BEL AIRE: 45TH STREET FROM OLIVER TO WOODLAWN ROADWAY RECONSTRUCTION  
CITY OF BEL AIRE, KANSAS

**A G R E E M E N T**

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”), and the **City of Bel Aire** (“City”) (“Project Sponsor”), collectively, the “Parties.”

**RECITALS:**

- A. The Wichita Area Metropolitan Planning Organization (WAMPO) has been designated by the state of Kansas as the Metropolitan Planning Organization (MPO) for the Wichita metropolitan region.
- B. The Project Sponsor has submitted a Project to WAMPO and WAMPO has approved Project Sponsor’s Project for receipt of Surface Transportation Block Grant (STBG) funds for a street reconfiguration project as further described in this Agreement.
- C. Under K.S.A. § 68-169, the Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction, reconstruction, and maintenance of any highway, road, street, and/or any improvements located thereon.
- D. The Secretary and the City desire to construct the Project and the City assumes sponsorship of the Project.
- E. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided such work is required to be done in accordance with the laws of Kansas and any applicable federal requirements.

**NOW THEREFORE**, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

**ARTICLE I**

**DEFINITIONS:** The following terms as used in this Agreement have the designated meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“City” or “Project Sponsor”** means Bel Aire, Kansas, with its place of business at 7651 E Central Park Ave, Bel Aire, KS 67226.

3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
4. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
5. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
6. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
7. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“Fiscal Year 2027” or “FFY 2027”** means the twelve-month period used by the United States Federal Government for financial reporting and budgeting beginning on October 1, 2026, and ending on September 30, 2027.
12. **“Fiscal Year 2028” or “FFY 2028”** means the twelve-month period used by the United States Federal Government for financial reporting and budgeting beginning on October 1, 2027, and ending on September 30, 2028.
13. **“Federal Government”** means the United States of America and any executive department or agency thereof.
14. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
15. **“Hazardous Waste”** means any waste or combination of wastes which, because of its quantity, concentration or physical, chemical, biological or infectious characteristics or as otherwise determined by the Kansas Department of Health and Environment: (A) Causes or significantly contributes to an increase in mortality or an increase in serious irreversible or incapacitating

reversible illness; or (B) poses a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed. Any hazardous waste as defined by state and federal laws and regulations and any amendments thereto, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, et seq., Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Project Sponsor Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, et seq., Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, et seq., Hazardous Waste.

16. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745.
17. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
18. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not eligible expenses for reimbursement.
19. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
20. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the Project Sponsor.
21. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
22. **“Project”** means **Project No. 87 N-0823-01, to reconstruct roadway to 3-lane curb and gutter, construct 2-lane roundabout at intersection with North Oliver Street, and construct multi-use path and sidewalk on East 45<sup>th</sup> Street from North Oliver Street to North Woodlawn Boulevard in Bel Aire, Kansas**, and is the subject of this Agreement.
23. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
24. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
25. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.

- 26. **“Secretary”** means the Secretary of Transportation of the state of Kansas and the Secretary’s successors and assigns.
- 27. **“Urbanized Area”** means an area encompassing a population of not less than 50,000 people that has been defined and designated in the most recent decennial census as an “urbanized area” by the U.S. Secretary of Commerce.
- 28. **“WAMPO”** means the Wichita Area Metropolitan Planning Organization, with its place of business at 271 W 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, Wichita, KS 67202.
- 29. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

**ARTICLE II**

**FUNDING:**

- 1. **Funding.** The table below reflects the funding commitments of each Party. The Total Actual Costs of Construction include Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

Party	Funding Source	Responsibility
Secretary	Federal Funds	80% of Participating Costs of Construction in Fiscal Year 2027 MPO-STBG funds up to a maximum of \$3,539,306  80% of Participating Costs of Construction in Fiscal Year 2028 MPO-STBG funds up to a maximum of \$3,987,960  The Secretary’s total contribution to Participating Costs of Construction shall not exceed \$7,527,266
Project Sponsor	Local Match	20% of Participating Costs of Construction until the Secretary’s funding limit (total contribution) is reached  100% of Participating Costs of Construction exceeding the Secretary’s funding limit in the Secretary’s total contribution.  100% of Costs of Preliminary Engineering, Right of Way, Utility adjustments, and Non-Participating Costs.

2. **Cash Flow.** The Project Sponsor agrees that should Participating Costs of Construction and/or Construction Engineering begin to accrue prior to the availability of federal funding that the Project Sponsor must provide the necessary funding to cover those expenses. Such funding may include providing the total cost of the Project, including the Secretary’s share, which includes federal funds.

### ARTICLE III

#### SECRETARY RESPONSIBILITIES:

1. **Secretary Authorization.** The Secretary is authorized by the Federal Government to administer MPO-STBG funds.
2. **Fiscal Year Allocation.** The Secretary has allocated MPO-STBG from FFY 2027 and FFY 2028 for the Project.
3. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the Project Sponsor acquire Right of Way in accordance with the laws and with procedures established by KDOT’s Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives to obtain participation of federal funds in the cost of the Project.
4. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the Project Sponsor from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor’s agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the Project Sponsor defends a third party’s claim, the Contractor shall indemnify the Secretary and the Project Sponsor for damages paid to the third party and all related expenses either the Secretary or the Project Sponsor or both incur in defending the claim.
5. **Final Billing.** After receipt of FHWA acknowledgement of final voucher claim, the Secretary’s Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the Project Sponsor is responsible and shall then transmit the complete and final billing to the Project Sponsor.

### ARTICLE IV

#### PROJECT SPONSOR RESPONSIBILITIES:

1. **Secretary Authorization.** The Project shall be undertaken on behalf of the Project Sponsor by the Secretary acting in all things as its agent, and the Project Sponsor hereby constitutes and appoints the Secretary as its agent. All things done by the Secretary in connection with the Project are authorized, adopted, ratified, and confirmed by the Project Sponsor to the same extent and with the same effect as though done directly by the Project Sponsor acting in its own individual

capacity. The Secretary is authorized by the Project Sponsor to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority.** By the signatory's signature on this Agreement, the signatory certifies that the signatory has legal and actual authority as representative and agent for the Project Sponsor to enter into this Agreement on its behalf. The Project Sponsor agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.
3. **Design and Specifications.** The Project Sponsor shall be responsible to make or contract to have made Design Plans for the Project.
4. **Conformity with Federal, State, and Local Public Authority (LPA) Requirements.** The Project Sponsor shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, or an equivalent City manual that the City certifies in the same or substantially similar to the KDOT Local Projects LPA Project Development Manual, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions required by the Secretary or by the Project Sponsor with the Secretary's concurrence, and with the rules and regulations of the FHWA pertaining to the Project.
5. **Submission of Design Plans to Secretary.** Upon their completion, the Project Sponsor shall have the Design Plans submitted to the Secretary by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, attesting to the conformity of the Design Plans with the items in Article IV, paragraph 4 above. The Design Plans must be signed and sealed by the licensed professional engineer, licensed professional architect, and/or licensed landscape architect, as applicable, responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer, who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*
6. **Consultant Contract Language.** The Project Sponsor shall include language requiring conformity with Article IV, paragraph 4 above, in all contracts between the Project Sponsor and any Consultant with whom the Project Sponsor has contracted to perform services for the Project. In addition, any contract between the Project Sponsor and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article IV, paragraph 4 above. In addition, any contract between the Project Sponsor and any Consultant with whom the Project Sponsor has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

- (a) Completion of Design. Language requiring completion of all plan development stages no later than the current Project schedule’s due dates as issued by KDOT, exclusive of delays beyond the Consultant’s control.
- (b) Progress Reports. Language requiring the Consultant to submit to the Project Sponsor (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- (c) Third-Party Beneficiary. Language making the Secretary a third-party beneficiary in the agreement between the Project Sponsor and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the Project Sponsor and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the Project Sponsor or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the Project Sponsor from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

- 7. **Responsibility for Adequacy of Design**. The Project Sponsor and any consultant retained by the Project Sponsor shall have the sole responsibility for the adequacy and accuracy of the design plans, specifications, and estimates. Any review of these items by the Secretary or the Secretary’s representatives is not intended to and shall not be construed to be an undertaking to release the Project Sponsor and its consultant of the duty to provide adequate and accurate design plans, specifications, and estimates. Such reviews are not done for the benefit of the consultant, the construction contractor, the Project Sponsor, or other political subdivision, nor the traveling public. The Secretary makes no representation, expressed or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, and estimates or any other work performed by the consultant or the Project Sponsor.
- 8. **Right of Way**. The Project Sponsor agrees to the following with regard to Right of Way:
  - (a) Right of Way Acquisition. The Project Sponsor will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The Project Sponsor agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The Project Sponsor shall certify to the Secretary, on forms provided by the KDOT’s Bureau of Local Projects, such

Right of Way has been acquired. The Project Sponsor further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements, and temporary easements.

- (b) Right of Way Documentation. The Project Sponsor will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The Project Sponsor further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The Project Sponsor agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.
- (c) Relocation Assistance. The Project Sponsor will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Project Sponsor will undertake the relocation of eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. § 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1, *et seq.* The Secretary will provide information, guidance, and oversight to the Project Sponsor for any relocations required by the Project.
- (d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. If federal funds are used in the acquisition of Right of Way, any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.
- (e) Public Right-of-Way Accessibility Guidelines (PROWAG) and Americans with Disabilities Act Accessibility Guidelines (ADAAG). The Project Sponsor will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with PROWAG and ADAAG, regardless of whether such improvements are deemed non-eligible/non-participating bid items by the Secretary for reimbursement purposes.
- (f) Trails and Sidewalks. With regard to any bike or pedestrian paths or sidewalks ("Trail/Sidewalk") constructed, if any, pursuant to the Design Plans, the Project Sponsor agrees as follows:
  - (i) Project Sponsor Responsible for Repairs and Providing Alternative Accessible Routes. If the construction of the Project reasonably requires the Trail/Sidewalk to be damaged or removed, the Project Sponsor shall be responsible for all repairs to the Trail/Sidewalk made necessary as a result of construction or maintenance. In the event the Trail/Sidewalk is temporarily closed or removed for any reason and for any length of time, the Project

Sponsor will be wholly responsible for providing an alternative accessible path and for compliance with all laws and regulations relating to accessibility.

(ii) Incorporation of Trail/Sidewalk into Local Transportation System. The Project Sponsor agrees to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being primarily for transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135.

(iii) Maintenance. When the Project is completed and final acceptance is issued, the Project Sponsor, at its own cost and expense, will maintain, including snow removal if required by law, the Trail/Sidewalk and make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the Project Sponsor will begin the necessary repairs within a reasonable period and will prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of the Project Sponsor's absolute duty and obligation to maintain the Trail/Sidewalk.

(g) Use of City Right of Way. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final Design Plans, for the purpose of constructing the Project.

9. **Removal of Encroachments**. The Project Sponsor shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the Project Sponsor and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

10. **Future Encroachments**. Except as provided by state and federal laws, the Project Sponsor agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

11. **Utilities**. The Project Sponsor agrees to the following with regard to Utilities:

(a) Utility Relocation. The Project Sponsor will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to

be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

- (b) Status of Utilities. The Project Sponsor shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.
- (c) Time of Relocation. The Project Sponsor will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The Project Sponsor shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the Project Sponsor as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The Project Sponsor shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the Project Sponsor's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The Project Sponsor will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.
- (d) Permitting of Private Utilities. The Project Sponsor shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.
- (e) Indemnification. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Project Sponsor will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.
- (f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the Project Sponsor except as provided by state and federal laws.

12. **Hazardous Waste**. The Project Sponsor agrees to the following with regard to Hazardous Waste:

- (a) Removal of Hazardous Waste. The Project Sponsor shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The Project Sponsor shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The Project Sponsor will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of

Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and Project Sponsor and County standards where the Hazardous Waste is located.

- (b) **Responsibility for Hazardous Waste Remediation Costs.** The Project Sponsor shall be responsible for all damages, fines or penalties, expenses, fees, claims, and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.
- (c) **Hazardous Waste Indemnification.** The Project Sponsor shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the Project Sponsor in undertaking cleanup or remediation for any Hazardous Waste.
- (d) **No Waiver.** By signing this Agreement, the Project Sponsor has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The Project Sponsor reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.
13. **Inspections.** Representatives of the Secretary or the WAMPO, if the Secretary deems necessary, may make periodic inspections of the Project and the records of the Project Sponsor as may be deemed necessary or desirable. The Project Sponsor will accomplish or direct or cause its subcontractors to accomplish any corrective action or work required by the Secretary's representatives as needed for federal participation. The Secretary does not undertake (for the benefit of the Project Sponsor, its subcontractors, or any third party) the duty to perform the day-to-day detailed monitoring of the Project, or to catch any errors, omissions, or deviations from the Project's scope of work by the Project Sponsor or its subcontractors.
14. **Authorization of Signatory.** The Project Sponsor shall authorize a duly appointed representative to sign for the Project Sponsor any or all routine reports as may be required or requested by the Secretary in the completion of the Project.
15. **Traffic Control.** The Project Sponsor agrees to the following with regard to traffic control for the Project:
- (a) **Temporary Traffic Control.** The Project Sponsor shall provide a temporary traffic control plan within the Design Plans, which includes the Project Sponsor plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The Project Sponsor's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part

35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the Project Sponsor's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the Project Sponsor of the determinations made pursuant to this section.

- (b) **Permanent Traffic Control.** The location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the MUTCD as adopted by the Secretary.
  - (c) **Parking Control.** If applicable, the Project Sponsor will control parking of vehicles on the Project Sponsor streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.
  - (d) **Traffic Movements.** The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The Project Sponsor shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.
16. **Access Control.** The Project Sponsor will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans unless prior approval is obtained from the Secretary.
17. **Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the Project Sponsor shall defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Project Sponsor, the Project Sponsor's agents, employees, or subcontractors. The Project Sponsor shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.
18. **Procurement.** The Project Sponsor shall undertake the purchase of materials related to the Project in accordance with the procedures established by the current K.S.A. 75-3739 *et seq.* and 49 C.F.R. 18.32, or the Project Sponsor's procurement policies or regulations if such policies or regulations are approved by KDOT's Bureau of Local Projects (BLP). The Secretary shall not be responsible for any obligations that the Project Sponsor has assumed with using the State of Kansas' procurement procedures. Furthermore, the Project Sponsor acknowledges and agrees its request to the Secretary to use the State of Kansas' procurement procedures shall not bind the Secretary to render or provide assistance in any manner associated with this Agreement.

19. **Project Costs Prior to FHWA Approval.** The Project Sponsor agrees to be responsible for one hundred percent (100%) of any Project costs incurred by the Project Sponsor for the Project prior to the funding for the Project being authorized, obligated, and approved by the FHWA.
20. **Maintenance.** When the Project is completed and final acceptance is issued and until expiration of the Useful Life Period, the Project Sponsor will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the Project Sponsor will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.
21. **Remittance of Estimated Share.** The Project Sponsor shall deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The Project Sponsor will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of Project Sponsor/County Funds received by the Project Sponsor from the Secretary. The date indicated for the Project Sponsor to deposit its estimated share of the total Project expenses is fifty (50) days after the Letting date.
22. **Cap Amount for Project Costs.** The Project Sponsor agrees that the “Not to Exceed” dollar amount above is subject to change as listed in the Project Sponsor’s MPO’s Transportation Improvement Plan (“TIP”). Final “Not to Exceed” dollar amounts will be determined by the Secretary at the time of Letting. Any necessary changes to the “Not to Exceed” amounts will be documented through a supplemental agreement.
23. **Payment of Final Billing.** If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary’s Chief of Fiscal Services.
24. **Retention of Records.** The Project Sponsor shall maintain accounting records and other evidence pertaining to the costs incurred and to make the records available at its office at all reasonable times during the period of Agreement performance and for five (5) years thereafter. Such accounting records and other evidence pertaining to the costs incurred will be made available for inspection by the Secretary, FHWA, U.S. Department of Transportation (USDOT), and Office of Inspector General, or their authorized representatives, and copies thereof shall be furnished if requested.
25. **Entrance Control.** The Project Sponsor will control the construction or use of any entrances along the Project within the City including those shown on the final Design Plans.
26. **Prior Costs Incurred.** The Project Sponsor shall be responsible for one hundred percent (100%) of any Project costs incurred by the Project Sponsor for the Project prior to the funding for the Project being authorized, obligated, and approved by the FHWA.
27. **Annual Project Audit.** The Project Sponsor will participate and cooperate with the Secretary in an annual audit of the Project. If any such audits reveal payments have been made with federal

funds by the Project Sponsor for items considered Non-Participating Costs, the Project Sponsor shall promptly reimburse the Secretary for such items upon notification by the Secretary.

- 28. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the Project Sponsor shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the Project Sponsor to any party outside of the Secretary and all costs incurred by the Project Sponsor not to be reimbursed by the Secretary for any phase or any other major expense associated with the Project.
- 29. **Cancellation by Project Sponsor.** If the Project Sponsor cancels the Project after receiving written approval from WAMPO, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The Project Sponsor agrees to reimburse the Secretary within thirty (30) days after receipt by the Project Sponsor of the Secretary’s statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE V

GENERAL FEDERAL REQUIREMENTS:

- 1. **Anti-Lobbying.** If the total value of this agreement exceeds one hundred thousand dollars (\$100,000.00), a **Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities Attachment** will be included to this Agreement and be attached and made a part of this Agreement. Such certification must state the recipient or subrecipient of a federal grant will not and has not used Federally-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. 2 C.F.R. § Pt. 200, App. II.
- 2. **Debarment & Suspension.** If the value of this Agreement exceeds twenty-five thousand dollars (\$25,000.00), it is a covered transaction for purposes of 2 C.F.R. Parts 180 and/or 1200. By signature on this Agreement, the Project Sponsor verifies that neither it, nor its agents or employees, are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any federal department or agency as reflected in the System for Award Management (SAM). Exec. Orders No. 12549 and 12689; 2 C.F.R. § 200.213.
- 3. **System for Award Management.** The Project Sponsor has registered with the System for Award Management (<http://www.sam.gov/>), which provides a Unique Entity Identifier (SAM). The Project Sponsor shall maintain such registration at all times during which it has active federal awards.
- 4. **Buy America Compliance.** The Parties agree to comply with the Buy America requirements of 23 C.F.R. § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the

United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.

5. **Prohibition on Certain Technologies.** All Parties agree that they will comply with 2 C.F.R. §§ 200.216 and 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) or enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.
  
6. **Audit.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (commonly known as the “Supercircular”). Further, the Project Sponsor agrees to the following provisions:
  - (a) **Audit.** It is the policy of the Secretary to make any final payments to the Project Sponsor for services related to the Project in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*
  
  - (b) **Audit Report.** The Secretary may pay any final amount due for the authorized work performed based upon the Project Sponsor’s most recent Single or Program Specific Audit Report “(Audit Report)” available and a desk review of the claim by the Contract Audit Section of KDOT’s Bureau of Fiscal Services. The Project Sponsor, by executing this Agreement, acknowledges the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree once the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible for reimbursement. The Project Sponsor agrees to refund the payment made by the Secretary to the Project Sponsor for items subsequently found to be not eligible for reimbursement by audit.
  
  - (c) **Agency Audit.** The Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the Project Sponsor will participate and cooperate in the audit and shall make its records

and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the Project Sponsor for items considered Non-Participating Costs, the Project Sponsor shall promptly reimburse the Secretary for such items upon notification by the Secretary.

## ARTICLE VI

### GENERAL PROVISIONS:

1. **Incorporation of Documents.** The final Design Plans, special provisions, Construction Contract Proposal (as available), the Project Procedures Manuals, the agreement estimate for Construction Engineering services (if applicable) and other attachments are all essential documents of this Agreement and are hereby incorporated by reference and made a part of this Agreement.
2. **FHWA Approval.** This Agreement is subject to the approval of the Federal Highway Administration (FHWA).
3. **Amendments.** Any change in this Agreement, whether by modification and/or supplementation must be accomplished by a formal contract amendment or supplement signed and approved by the duly authorized representatives of the Project Sponsor and the Secretary.
4. **Civil Rights Act.** The **Civil Rights Attachment** pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.
5. **Contractual Provisions.** The Provisions found in **Contractual Provisions Attachment** (Form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.
6. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.
7. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.
8. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Project Sponsor and their successors in office.
9. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

- 10. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
- 11. **Severability.** If any provision of this Agreement, including any attachments hereto, is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

PROJECT SPONSOR:

**CITY OF BEL AIRE, KANSAS**

ATTEST:

\_\_\_\_\_  
CITY CLERK (Date)

\_\_\_\_\_  
MAYOR

(SEAL)

**KANSAS DEPARTMENT OF  
TRANSPORTATION  
SECRETARY OF TRANSPORTATION**

By: \_\_\_\_\_  
Greg Schieber, P.E. (Date)  
Deputy Secretary and  
State Transportation Engineer

Approved as to form:

**INDEX OF ATTACHMENTS**

1. Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities Attachment
2. Civil Rights Attachment
3. Contractual Provisions Attachment (Form DA-146a)
4. Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments

**Federal Funds Lobbying Certification Attachment  
Required Contract Provision**

Definitions

1. **Designated Entity:** An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
2. **Federal Grant:** An award of financial assistance by the Federal government (Federal Aid Highway Program is considered a grant program)
3. **Influencing (or attempt):** Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant
4. **Person:** An individual, corporation, company, association, authority, firm, partnership, society, state or local government
5. **Recipient:** All contractors, subcontractors or subgrantees, at any tier, of the recipient of fund received in connection with a Federal grant.

Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of \$100,000.00. Submission of this Certification is required for participation in this Project by Federal Law. For each failure to file, a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 may be imposed.

**Note:** If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401, "Disclosure of Lobbying Activities", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Design.

**THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.**

The maker of this Certification states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this Certification submitted in regard to this Agreement.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

In the event that the maker subcontracts work in this Agreement, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

\_\_\_\_\_  
(Date)

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

**KANSAS DEPARTMENT OF TRANSPORTATION  
CIVIL RIGHTS ACT ATTACHMENT**

**PREAMBLE**

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

**CLARIFICATION**

The term “Contractor” is understood to include the Contractor, the Contractor’s assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

**ASSURANCE APPENDIX A**

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor’s obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**ASSURANCE APPENDIX E**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

State of Kansas  
Department of Administration DA-146a  
(Rev. 05-25)

**CONTRACTUAL PROVISIONS ATTACHMENT**

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the non-State Agency Contracting Party's standard contract form, that form must be altered to contain the following provision:

The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 05-25), which is attached hereto, are hereby incorporated in this Contract and made a part thereof.

The Parties agree that the following provisions are hereby incorporated into the Contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

- 1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in 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 Contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2. **Kansas Law and Venue:** This Contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Contract shall reside only in courts located in the State of Kansas.
- 3. **Termination Due to Lack of Funding Appropriation or Funding Source:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated or no longer exist to continue the function performed in this Contract and for the payment of the charges hereunder due to the loss of the funding source, the Contracting State Agency may terminate this Contract immediately or at the end of its current fiscal year. The Contracting State Agency agrees to give written notice of termination to the non-State Agency Contracting Party 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 in this Contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. The non-State Agency Contracting Party shall have the right, at the end of such fiscal year, to take possession of any equipment provided to the Contracting State Agency under the contract. The Contracting State Agency will pay to the non-State Agency Contracting Party all regular contractual payments incurred prior to the period of notification or through the end of the fiscal year as determined by period of notification given by the Contracting State Agency, plus contractual charges incidental to the return of any such equipment. Upon termination of the Contract by the Contracting State Agency, title to any such equipment shall revert to the non-State Agency Contracting Party at the end of the Contracting State Agency's current fiscal year. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the Parties.
- 4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the Contracting State Agency to defend, hold harmless, or indemnify any non-State Agency Contracting Party or third party for any acts or omissions. The liability of the Contracting State Agency is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. **Anti-Discrimination Clause:** The non-State Agency Contracting Party agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the non-State Agency Contracting Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration; (f) the non-State Agency Contracting Party agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) the non-State Agency Contracting Party agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the non-State Agency Contracting Party has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the Contract may be canceled, terminated, or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration.
  
6. **Acceptance of Contract:** This Contract shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.
  
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this Contract shall find that the Contracting State Agency has agreed to binding arbitration, or the payment of damages or penalties. Further, the Contracting State Agency does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the Contracting State Agency at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
  
8. **Representative's Authority to Contract:** By signing this contract, the representative of the non-State Agency Contracting Party thereby represents that such person is duly authorized by the non-State Agency Contracting Party to execute this Contract on behalf of the non-State Agency Contracting Party and that the non-State Agency Contracting Party agrees to be bound by the provisions thereof.
  
9. **Responsibility for Taxes:** The Contracting State Agency shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Contract.
  
10. **Insurance:** The Contracting State Agency shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this Contract, nor shall this Contract require them 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.*), the non-State Agency Contracting Party shall bear the risk of any loss or damage to any property in which the non-State Agency Contracting Party holds title.

11. **Information:** No provision of this Contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the Contracting State Agency to reiterate that nothing related to this Contract shall be deemed a waiver of the Eleventh Amendment.
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
14. **Restricted Funding Source:** The non-State Agency Contracting Party acknowledges and understands the Contracting State Agency's share of the Contract's total, actual, and eligible costs may be funded through the receipt of or reimbursement through federal funds. The Contracting State Agency does not assume any liability in connection with the Contract's total, actual, and eligible costs which may be paid through the receipt of or reimbursement through federal funds. The non-State Agency Contracting Party shall reimburse the Contracting State Agency for any funds approved for this Contract and expended by the Contracting State Agency for which the Contracting State Agency is not reimbursed by the Federal Government or for which such funds are determined by the Federal Government to no longer be available to be used by the Contracting State Agency for said Contract.

CERTIFICATION BY PARTICIPANTS AS TO CURRENT HISTORY  
REGARDING DEBARMENT, ELIGIBILITY, INDICTMENTS, CONVICTIONS, OR  
CIVIL JUDGMENTS

By signing this certificate, the Participant certifies that neither it nor its principals (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds) is:

- (1) not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- (2) has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- (3) does not have a proposed debarment pending;
- (4) and has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years.

List any exceptions here: \_\_\_\_\_

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

\_\_\_\_\_

Providing false information may result in criminal prosecution or administrative sanctions.

Participant/Firm's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Authorized Company Official's Name and Title: \_\_\_\_\_  
(Typed or Printed)

Signature of Authorized Representative: \_\_\_\_\_  
(Date)

City of Bel Aire, Kansas

**STAFF REPORT**

DATE: January 14, 2026

TO: Ted Henry, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: 45<sup>th</sup> Street, Oliver to Woodlawn Hydro-Excavation

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**BACKGROUND:**

Garver is currently working on the design of the roadway and storm sewer system for 45<sup>th</sup> Street between Woodlawn and Oliver. When laying out the storm sewer, there are multiple locations where the storm sewer crosses or runs adjacent to existing utilities. The hydro-excavation work will uncover those existing utilities to allow a hard elevation of the top of pipe to be captured and compared to the storm sewer plans.

**DISCUSSION:**

With the storm sewer being a very elevation dependent utility, it is important to know where each utility is located to determine in advance if there are conflicts with the proposed storm sewer. If conflicts are discovered, the storm sewer may be able to be adjusted to avoid the conflict, or the utility may need to relocate its facility. By performing the hydro-excavation now, it gives both the designers and the utility owners time to adjust while hopefully avoiding conflicts and potential change orders when it comes to the actual construction.

**FINANCIAL CONSIDERATIONS:** The financing for this project will come from the 45<sup>th</sup> Street project fund.

**RECOMENDATION:** It is the recommendation of staff to enter into the agreement with Nowak Construction for the hydro-excavation of the utilities along 45<sup>th</sup> Street.

CONTRACT  
FOR  
SERVICES

(Hydro-Excavation along 45<sup>th</sup> Street between Oliver and Woodlawn)

This Contract is entered into this 20<sup>th</sup> day of January, 2026, by and between the City of Bel Aire, Kansas, a Kansas municipal corporation, (hereinafter called “City”) and Nowak Construction Co., Inc., whose principal office is at 200 South Goddard Rd, Bel Aire, Kansas, 67052, Telephone Number (316) 794-8898, (hereinafter called “Contractor”).

WHEREAS, Garver LLC., requests Hydro-Excavation to verify crossing elevations at critical locations for the 45<sup>th</sup> Street between Oliver and Woodlawn Project,

WHEREAS, Contractor has submitted a quote beneficial to City and is ready, willing, and able to provide the goods, commodities and/or services required by City.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. City agrees to hire Contractor as an independent contractor to perform all Services as described in Exhibit A (Contractor Quote) and shown in Exhibit B (Contractor Map of Planned Hydro-Excavation Locations). Execution of this Contract constitutes City’s written authorization to proceed with the Services.

Following Hydro-excavation work, all sites shall be restored to pre-work conditions. All services shall be completed within 30 days from the execution of this Contract. Any extension of the completion date must be approved by the City.

2. Compensation. City agrees to pay Contractor an amount not to exceed \$58,900.00 for all Services as quoted and described in Exhibit A.
3. Incorporation of Documents. Exhibit C (Bel Aire’s Mandatory Terms and Conditions Attachment) and Exhibit D (Bel Aire’s Mandatory Independent Contractor Addendum) are attached hereto and are incorporated into this Contract as essential terms. The parties further agree that all provisions of Exhibit C and D, are effective between them and govern this Contract.
4. Entire Agreement. This Contract and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

5. Severability Clause. In the event that any provision of this Contract is held to be unenforceable, the remaining provisions shall continue in full force and effect.

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PASSED by the Governing Body of the City of Bel Aire, Kansas, on the 20<sup>th</sup> day of January, 2026.

SIGNED by the City Manager on the \_\_\_\_\_ day of January, 2026.

**CITY OF BEL AIRE, KANSAS**

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

ATTEST:

APPROVED AS TO FORM ONLY:

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

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

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

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SIGNED by Contractor on the 13 day of January, 2026.

**NOWAK CONSTRUCTION CO., INC.**

  
(Authorized Signature: Name, Title)  
Project Manager

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

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# EXHIBIT A

## CONTRACTOR QUOTE

**jeff murphy**

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**From:** jeff murphy  
**Sent:** Monday, December 22, 2025 9:33 AM  
**To:** 'Sawyer, Drake W.'; John Nowak  
**Cc:** Lee, Ken W.; Standrich, Daryl R.; Tyler, Andrew C.; Clevenger, William K.  
**Subject:** RE: [External Sender] Hydro-Ex for 45th - Oliver to Woodlawn

Below is the bid pricing that Nowak has compiled for the above-mentioned project. Clarification & notes are also below that describe the scope that correlates with the bid pricing. Please let me know if you have any questions, or need any additional information, at this time.

Pothole (dirt/grass- 38 locations): \$1,550.00/ea.  
Pothole (pavement- 0 locations): \$\_\_\_\_\_/ea.  
Contract Total: 38 location (\$58,900.00)

**Notes:**

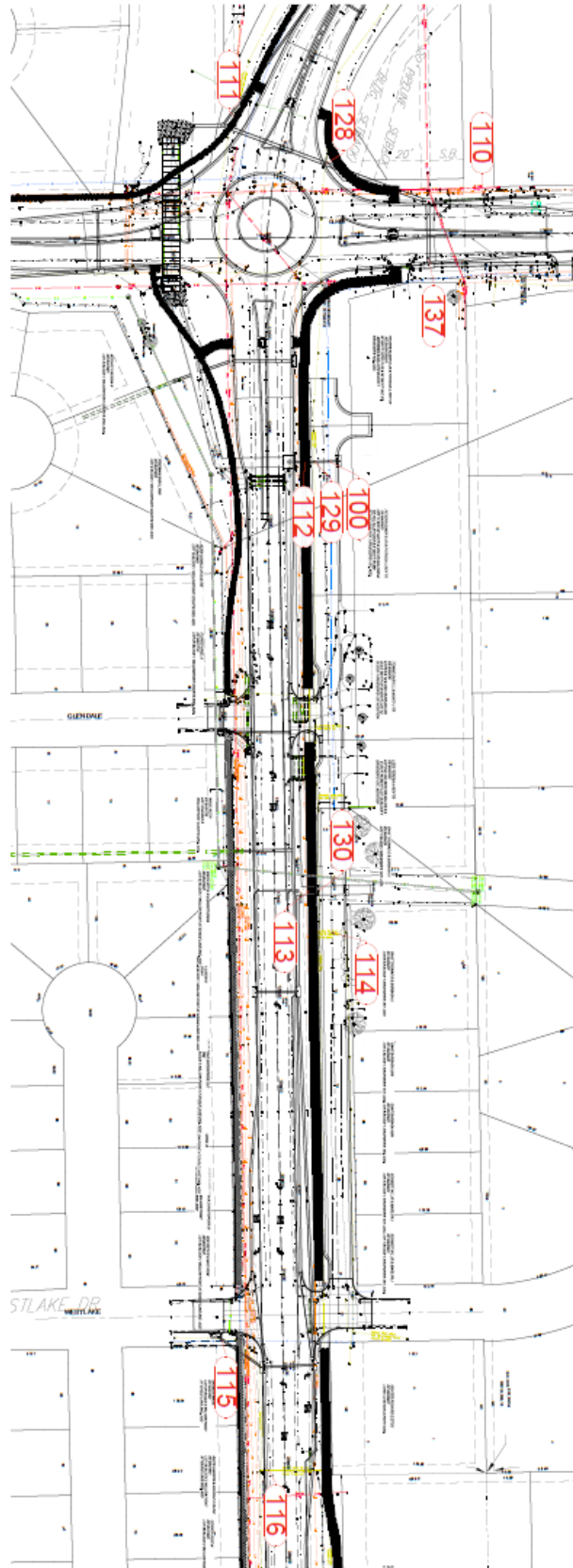
- UD-1 for the pothole excavation is included within bid. Approx. size/bases of pricing for potholes to be 2' (dia.)x4.5' (depth).
- Dirt restoration is not included within bid.
- Sales tax is not included within bid. Nowak will require tax exemption certificate for the above-mentioned project or will charge tax when project complete.
- Add 1% of total cost of bid if bond required by General Contractor.
- Bond for City of Bel Aire/others, not included within bid.
- If required- Pavement area potholes will have existing pavement cored, potholed, filled with UD-1, and then existing core/plug will be put back in place in hole that was made for pothole. If pavement needs to be cut to a larger size to obtain existing utility information, an asphalt cold patch will need to be installed. Depending on overall size of patch area, additional fees may apply.
- Dirt/Pavement cut permits are not included within bid. If City of Bel Aire requires permit fees, price per hole will be adjusted. City of Wichita charges \$150/ea. permit fee.
- Seeding/sodding of disturbed area required for potholing to be by others, as required.
- Bid covers 38 pothole location (dirt/grass areas). If additional locations are required for potholing while in the field, bid price of overall contract will be adjusted accordingly based on unit price above. Pothole size based on approx. size of 2' (dia.)x4.5' (depth).
- All traffic control for potholing operations, included within bid. General traffic control plan not included within bid. If City of Bel Aire requires traffic control plans, price per hole will be adjusted. \$750/ea. for traffic control plan.
- Construction Staking (lath/stake) of pothole locations by others.
- Pothole excavations will be to the bottom of the existing utility. Existing ground elevations, and cut distance to top of existing utility, to be performed/recorded by others.
- Construction Inspection by others.
- Haul off of excess excavated spoils from site is included within bid.
- Work not listed within bid will be by others.
- Any special insurance is not included within bid.
- Special wage rates are not included within bid.
- Bid Proposal is good for 30 days.

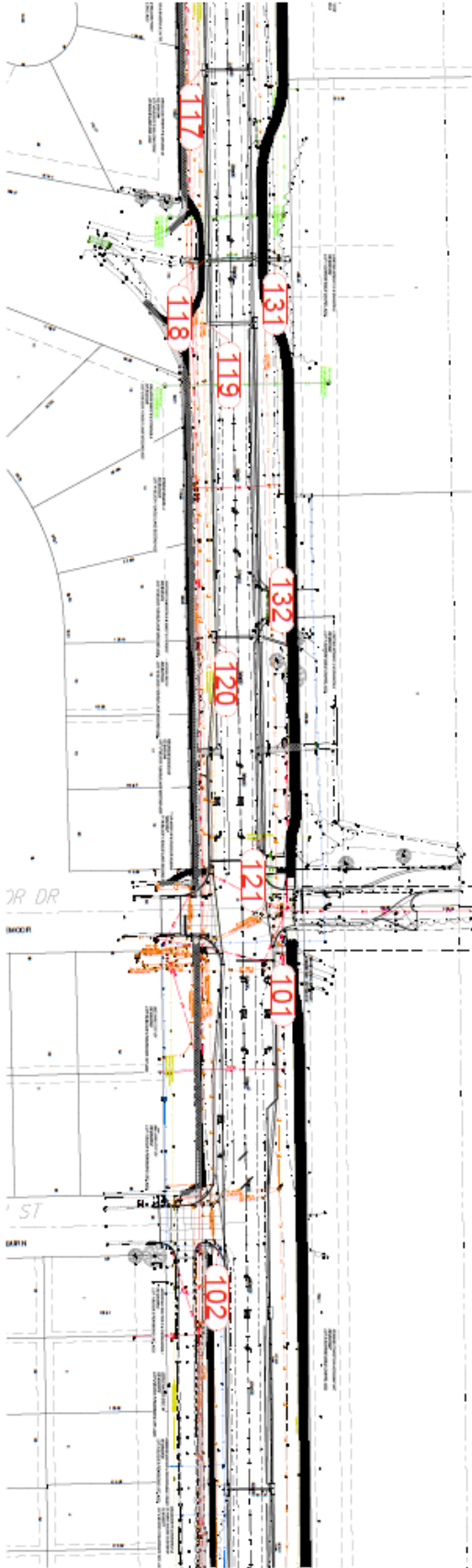
**Thank You,  
Jeff L. Murphy  
Project Manager/Wizard**

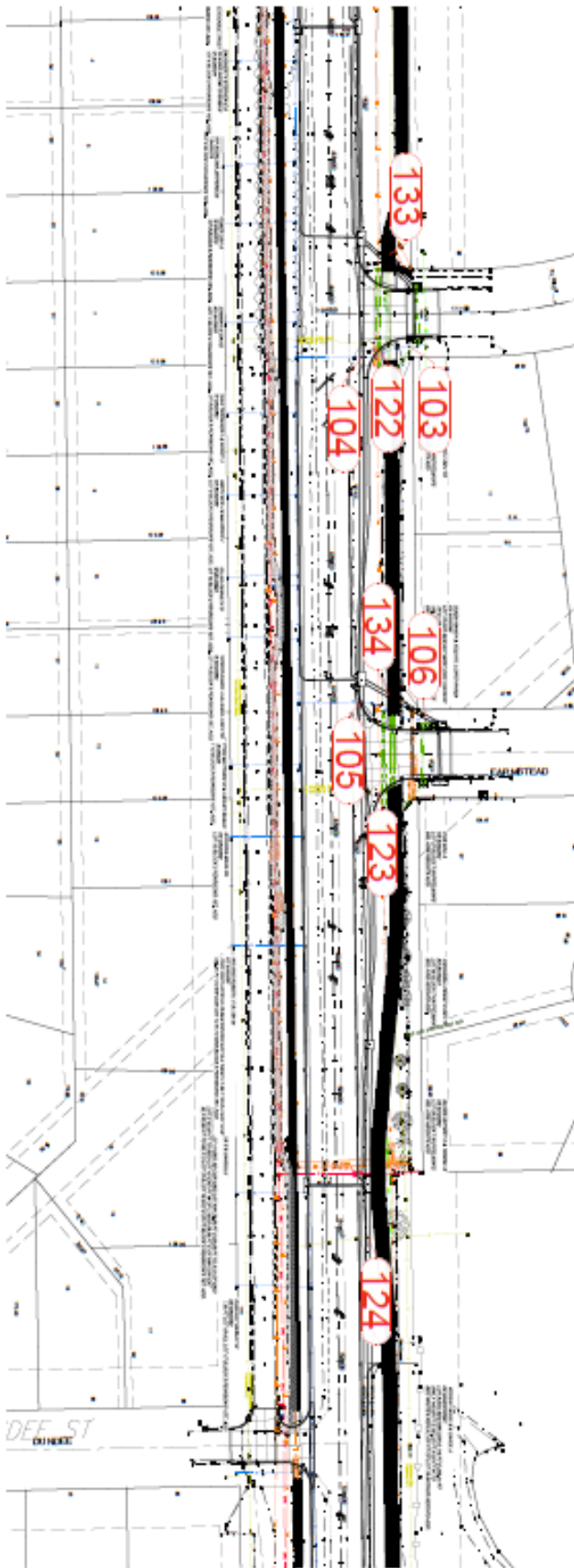
**EXHIBIT B**

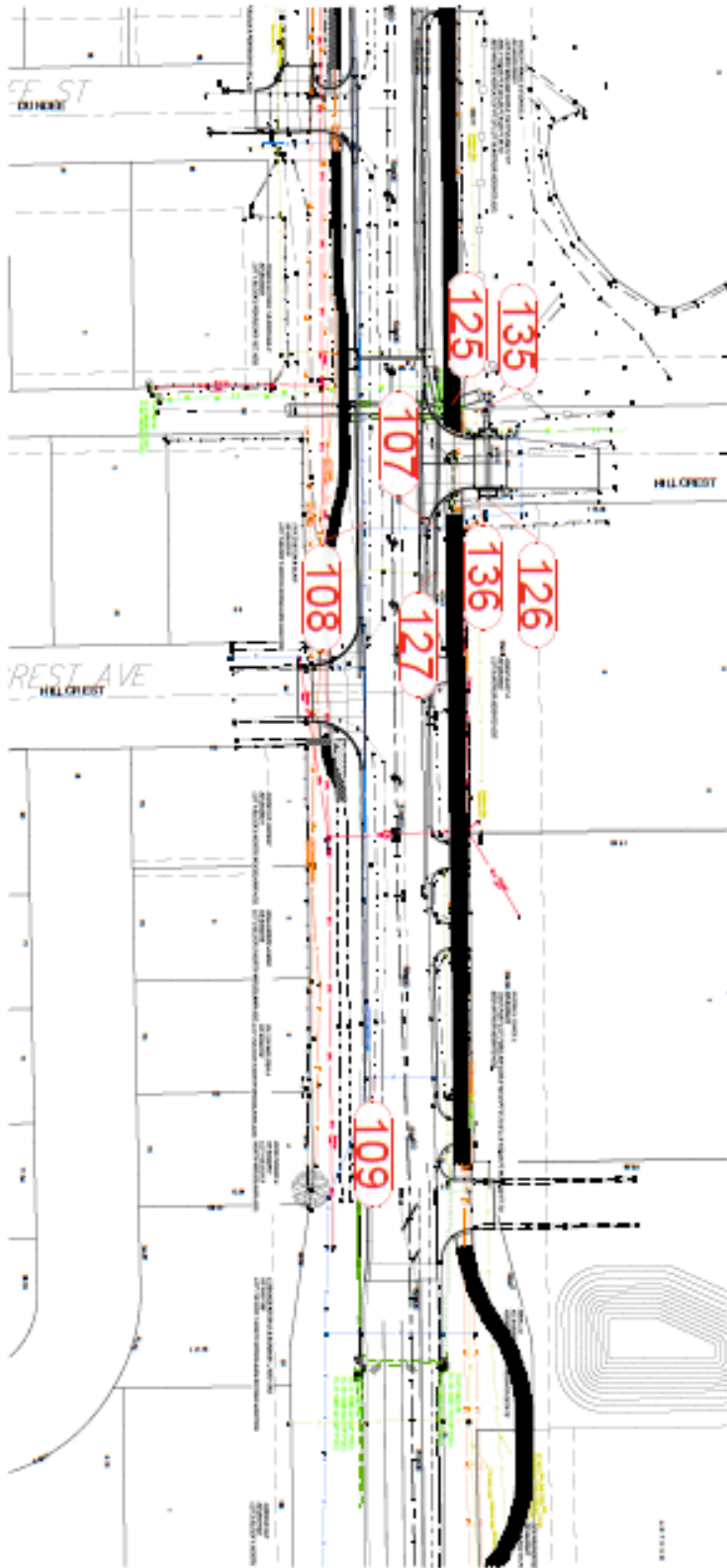
**CONTRACTOR MAP OF PLANNED HYDRO-EXCAVATION LOCATIONS**

<u>Location Number</u>	<u>Utility of Interest</u>
100	Bel Aire Water Line
101	Bel Aire Water Line
102	Bel Aire Water Line
103	Bel Aire Water Line
104	Bel Aire Water Line
105	Bel Aire Water Line
106	Bel Aire Water Line
107	Bel Aire Water Line
108	Bel Aire Water Line
109	Bel Aire Water Line
110	Bel Aire Water Line
111	Kansas Gas Services
112	Kansas Gas Services
113	Kansas Gas Services
114	Kansas Gas Services
115	Kansas Gas Services
116	Kansas Gas Services
117	Kansas Gas Services
118	Kansas Gas Services
119	Kansas Gas Services
120	Kansas Gas Services
121	Kansas Gas Services
122	Kansas Gas Services
123	Kansas Gas Services
124	Kansas Gas Services
125	Kansas Gas Services
126	Kansas Gas Services
127	Kansas Gas Services
128	Southern Star
129	Southern Star
130	Southern Star
131	Southern Star
132	Southern Star
133	Southern Star
134	Southern Star
135	Southern Star
136	Southern Star
137	AT&T









**EXHIBIT C**

**CITY OF BEL AIRE, KANSAS  
MANDATORY TERMS AND CONDITIONS**

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

1. The delivery of equipment, material, supplies and/or services listed on the Purchase Order/Quotation shall be FOB the City's project site or other location affirmed in writing by an authorized City official.
2. After the items listed on the Purchase Order/Quotation have been delivered and accepted as conforming goods or services by an authorized City official, the City will approve payment to the Contractor/Consultant/Vendor of the amount due made according to the City's standard accounting practices.
3. No additional terms or conditions, other than those stated herein, and no agreement or understanding in any way modifying the terms and conditions herein stated, shall be binding upon the City unless in writing and signed by the City Attorney. In case of conflict among terms with this Contract, those stated in this Exhibit shall control.
4. The goods, equipment and services specified in this Contract are for the City's exclusive use. Therefore, it is understood the Federal Excise Tax or State of Kansas Sales Tax shall not be imposed, and Contractor/Consultant/Vendor will refund the same if included in the price paid. The City's exemption certificate will be furnished where required or upon request.
5. All orders are priced F.O.B approved destination and must be shipped "PREPAID" unless otherwise specified. No freight or express charges will be allowed on the invoice unless previously agreed upon and provided for on the original purchase order and separately approved by an authorized City official.
6. This order must not be filled at a higher price than quoted without specific authorization granted by the City's Governing Body.
7. When the items shown on this order have been delivered, the Contractor/Consultant/Vendor is to mail an invoice for the same to the department address shown on these contract documents, with a copy separately to the City Treasurer. Partial payments will be made only when agreed upon prior to issuance of the Purchase Order/Quotation and approved by the City's Governing Body.
8. The City and Contractor/Consultant/Vendor agree that this Contract shall be interpreted under the laws of the State of Kansas without regard to its choice of law provisions, and

that venue of any dispute requiring litigation shall be in any court of appropriate jurisdiction in Sedgwick County, Kansas.

9. No party shall be required to submit any dispute to arbitration, but a good faith mediation attempt shall be a condition precedent to litigation as a resolution process. The parties waive trial by jury.
10. The City shall not hold harmless or indemnify the Contractor/Consultant/Vendor beyond the liability that may be incurred under the Kansas Tort Claims Act (KSA 75-6101 et seq.).
11. The City shall not be required to purchase insurance against any liability loss or damage to which this Contract relates. The Contractor/Consultant/Vendor shall bear the risk of loss to any person or property over which it has authority or control, however exercised.
12. This Contract shall be interpreted and implemented so that the City remains in compliance with the Cash Basis Law (KSA 10-1112 and 10-1113), the Budget Law (KSA 79-2935) and all other laws of the State of Kansas. The City retains the right to unilaterally modify or terminate this Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws.
13. The obligation to supply goods or services under this Contract is personal to this Contractor/Consultant/Vendor, and cannot be assigned, subcontracted or transferred to another without the written consent of the City.
14. This Contract is intended solely for the benefit of the City and the Contractor/Consultant/Vendor. The parties do not intend that it benefit, either directly or indirectly, any third party. No third party may sue for damages based on the terms or performance of this Contract.
15. Contractor/Consultant/Vendor shall be in default of this Contract in the event that Contractor/Consultant/Vendor:
  - (i) applies for or consents to the appointment of a receiver, trustee or liquidator of itself or any of its property,
  - (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debt,
  - (iii) makes a general assignment for the benefit of creditors,
  - (iv) is adjudicated as bankrupt or insolvent, or
  - (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute or admits the material allegation of a petition filed against it in any legal proceedings, or if an action shall

be taken by Contractor/Consultant/Vendor for the purpose of accomplishing any of the above actions.

16. Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Contract both as to time and quantities, with City reserving the right to cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. If no schedule for delivery appears otherwise in the Contract, delivery shall be completed in a reasonable time, judged by the continuing utility to and viability of the City's related project or service.
17. In the event no quality is specified on the face of the Purchase Order/Quotation, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If Contractor/Consultant/Vendor cannot maintain delivery of goods or equipment and/or rendering of services according to the agreed schedule, Contractor/Consultant/Vendor must notify City immediately. Upon Contractor/Consultant/Vendor's failure to maintain delivery or otherwise perform hereunder, City reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor/Consultant/Vendor with any additional costs incurred, unless Contractor/Consultant/Vendor's default arises from causes beyond its control and without fault or negligence. This remedy is in addition to any other remedy which City may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.
18. Contractor/Consultant/Vendor must immediately notify City of any safety recall notices of products, goods and services Contractor/Consultant/Vendor has provided to City. In addition, Contractor/Consultant/Vendor shall remedy the recalled defect(s), at no cost to City, by:
  - (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or
  - (2) providing compensation to City in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section survives expiration or termination of the Agreement.
19. The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq., as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
  - a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.

- b. In all solicitations or advertisement for employees, the Contractor/Consultant/Vendor shall include the phrase “Equal Opportunity Employer” or a similar phrase to be approved by the Kansas Human Rights Commission.
- c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.
- d. Contractor/Consultant/Vendor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or Contractor/Consultant/Vendor.
- e. Exempted from these requirements are:
  - (1) Any Contractor/Consultant/Vendor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).
  - (2) Any Contractor/Consultant/Vendor who employs fewer than four (4) employees during the term of this Contract.
  - (3) Contractor/Consultant/Vendor who hold contracts with the City of Bel Aire with a cumulative total of five thousand dollars (\$5,000.00) or less during the City’s Fiscal Year.
- f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the Contractor/Consultant/Vendor shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973; the Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated thereunder. Any finding adverse to the Contractor/Consultant/Vendor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.

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**EXHIBIT D**

**CITY OF BEL AIRE, KANSAS  
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 establish performance standards for the contracted outcomes;
  - (c) pay to 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);
  - (f) dictate the time of Contractor's performance; and
  - (g) 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 solely 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.

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City of Bel Aire

STAFF REPORT

DATE: 01/12/2026

TO: Bel Aire City Council  
FROM: Paula Downs  
RE: PEC Work Order 26-03

STAFF COMMUNICATION	
FOR MEETING OF	1/20/2026
CITY COUNCIL	
INFORMATION ONLY	

**SUMMARY:**

PEC Work Order 26-03 is for planning services to update the Zoning and Subdivision Regulations for the City of Bel Aire.

Zoning and subdivision codes are the foundation of land-use planning and development within a community. They regulate how land can be used, the types of structures allowed, and the standards for building design and placement. However, Bel Aire’s codes have not been updated for quite some time. This creates challenges to be able to fully address development needs.

**Alignment with Comprehensive Plan**

The city has approved the Bel Aire 2035 Comprehensive Plan. This document establishes the community’s framework for long-term growth and development and sets the stage for the zoning and subdivision regulations. The plan outlines goals for land use, infrastructure, and economic development. The zoning and subdivision regulations are designed to implement this vision by setting parameters for how land is developed.

The plan includes a future land use map which identifies areas for residential, commercial, and industrial development and sets priorities for density and open spaces. Zoning districts and their permitted uses are established from this information. In addition, the regulations establish lot sizes, building heights and setbacks to align with priorities.

The comprehensive plan sets the direction, and the regulations provides the tools as to how the plan is implemented.

Updating the regulations will create standards that allow for consistent and more predictable development and address changes occurring in development.

## Goals of the Zoning Code Update

### 1. Modernize Outdated Language and Structure

- a. Revise terminology to reflect current planning practices and legal standards.
- b. Reorganize the code for clarity, usability, and predictability (example: fence and sign codes incorporated into zoning regulations)

### 2. Fill Regulatory Gaps

- a. Add missing standards and definitions to address emerging land-use trends.
- b. Ensure comprehensive coverage to prevent ambiguity.

### 3. Improve Consistency and Clarity

- a. Eliminate conflicting provisions and ambiguous language.
- b. Provide clear, enforceable standards that reduce interpretation challenges.

### 4. Align with Community Vision and Comprehensive Plan

- a. Ensure zoning regulations implement the goals and policies outlined in the adopted comprehensive plan.
- b. Support desired development patterns.

### 5. Ensure Legal Compliance and Best Practices

- a. Update provisions to comply with current state and federal laws.
- b. Integrate recognized best practices in zoning and subdivision regulation.

### 6. Increase Transparency and Predictability

- a. Make the code easier for residents, developers, and staff to understand and apply.
- b. Provide clear processes for permitting and development review.

## Ongoing Review and Maintenance of Zoning Regulations

Once the zoning regulations have been updated, the City will establish a process for regular review and incremental updates to ensure the code remains current, effective, and aligned with community goals. This process will include:

1. **Scheduled Reviews:** Conduct a comprehensive review of the zoning code at least every 3 years, or sooner if significant changes in state law, development trends, or community priorities occur.

2. **Monitoring Emerging Issues:** Track new land-use trends, technologies, and best practices to identify areas where the code may need refinement.
3. **Alignment with Comprehensive Plan Updates:** Update zoning provisions whenever the comprehensive plan is revised to maintain consistency between policy and regulation.
4. **Continuous Improvement:** Implement minor amendments as needed to address ambiguities, improve clarity, and respond to evolving legal requirements.

This proactive approach will help maintain a zoning code that is flexible, responsive, and supportive of the community’s long-term vision.

The scope of work and proposed work order amount was included in the 2026 budget.

Staff recommends **APPROVAL** of the PEC Work Order.

**WORK ORDER NO. 26-03**  
Bel Aire Zoning and Subdivision Regulation Updates

This Work Order No. 26-03 is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2026, under the terms and conditions established in the Master Agreement between Client and Professional Consultant dated February 08, 2024 (the “Master Services Agreement” between City of Bel Aire, Kansas (Client) and Professional Engineering Consultants, P.A. (PEC). Per the Master Services Agreement, this Work Order shall be incorporated into the Master Services Agreement by reference. Except to the extent modified herein for this specific project, all terms and conditions of the Master Services Agreement shall continue in full force and effect.

**SECTION A – SERVICES**

**A.1** PEC shall perform the following services (collectively, the “Services”):

1. See attached Exhibit A, Section D.

**A.3** Exclusions:

1. See attached Exhibit A, Section G.

**SECTION B – SCHEDULE**

PEC shall perform the Services and deliver the above documents according to the following:

1. See attached Exhibit A, Section B.

**SECTION C – COMPENSATION**

In return for the proper performance by Consultant of its Services, Client shall pay to PEC on a lump sum basis in the amount of Thirty Thousand Dollars (**\$30,000.00**), payable according to the following terms:

1. See attached Exhibit A, Section H.

**SECTION D – OTHER PROVISIONS**

The parties agree to the following additional provisions with respect to this Work Order:

1. See attached Exhibit A, Section E through Section F.

*[Remainder of this page intentionally left blank]*

**CITY OF BEL AIRE, KANSAS**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PROFESSIONAL ENGINEERING  
CONSULTANTS, P.A.**

By: \_\_\_\_\_  
Printed Name: Benjamin M. Mabry, P.E.  
Title: SVP | Government Markets  
Date: \_\_\_\_\_

**APPROVED AS TO FORM ONLY:**

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

## EXHIBIT A

### A. Project Description

1. The Project shall consist of Planning Services to update the Zoning and Subdivision Regulations for the City of Bel Aire, Kansas.

### B. Anticipated Project Schedule

1. The fully executed copy of the contract will serve as PEC's notice to proceed with the services.
2. PEC shall commence its services on the Project 14 after receiving CLIENT's notice to proceed.
3. PEC and CLIENT anticipate that the deliverables will be completed with a mutually agreed upon schedule.
4. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any CLIENT, Authority Having Jurisdiction, contractor or vendor's performance schedule.

### C. Project Deliverables

1. The Project Deliverables shall consist of the following:
  - a) Zoning Regulations (.doc and .pdf).
  - b) Subdivision Regulations (.doc and .pdf).

### D. Scope of Services

1. General Scope Items:
  - a) Attend virtual and in-person meetings with CLIENT as required.
  - b) Provide project correspondence and consultation with CLIENT.
  - c) Provide quality control review prior to submission of project deliverables.
2. Planning Services:
  - a) Reorganize existing Fence Code into the Zoning Regulations.
  - b) Reorganize existing Sign Code into the Zoning Regulations.
  - c) Update the following sections of the Zoning Regulations:
    - i. General Provisions
    - ii. Interpretation, Construction, and Definitions
    - iii. Administration and Enforcement
    - iv. Permits and Certificates of Occupancy
    - v. Amendment Process, Conditional Use, Special Use, Appeals to BZA, Variances
    - vi. Zoning Districts – General Regulations, Accessory Use, Setbacks, Height Restrictions
    - vii. Zoning Districts



- viii. Home Occupations, Non-Conforming Uses, Temporary Zoning, and Planned Unit Development
- ix. Floodplain Zoning

- d) Incorporate existing Parking and Loading and Landscaping and Screening sections into updated Zoning Regulations.
- e) Review and update existing Subdivision Regulations limited to conformance with updated Zoning Regulations.
- f) Assist with the adoption process, as requested.
- g) Attend up to three (3) meetings of the Planning Commission and/or City Council, as requested.

**E. Additional Responsibilities of CLIENT**

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

- 1. Provide legal review of proposed regulations to ensure compliance with applicable local, state, and federal regulations and laws.
- 2. Provide editable format of existing Zoning and Subdivision Regulations.
- 3. Provide relevant data and information required for the Project as available.
- 4. Modification to the schedule made after the Notice to Proceed.
- 5. Write and send correspondence for meetings with the Planning Commission and City Council.
- 6. Draft any public all notifications as required during the adoption process.
- 7. Drawings, studies, reports, and other information available pertaining to the existing comprehensive plan and other relevant planning projects.
- 8. Timely response to draft documents.

**F. Additional Services**

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

- 1. Official Zoning Map updates to reflect revised regulations.
- 2. Updates to the Sign Code and Fence Code in excess of what is included in the Scope of Services.
- 3. Updates to the Subdivision Regulations in excess of what is included in the Scope of Services.
- 4. 2D/3D visualizations of proposed regulations unless specifically listed in the Scope of Services.
- 5. Gathering or production of data/information not publicly available.
- 6. Engineer's opinion of probable cost for public or private improvements.
- 7. Additional meetings will be performed on an hourly basis.
- 8. Design of any infrastructure improvements.
- 9. Analysis of existing utility systems.
- 10. Design of site improvements.
- 11. Design of off-site improvements.
- 12. Alternate layouts and planning services not specifically listed in the Scope of Services.
- 13. Traffic impact analysis.



14. Railroad/Railway Coordination.

**G. Exclusions**

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

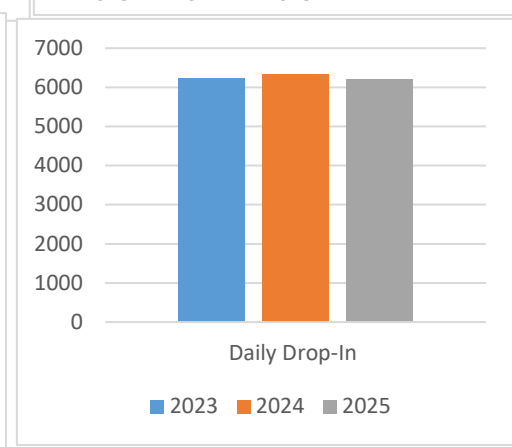
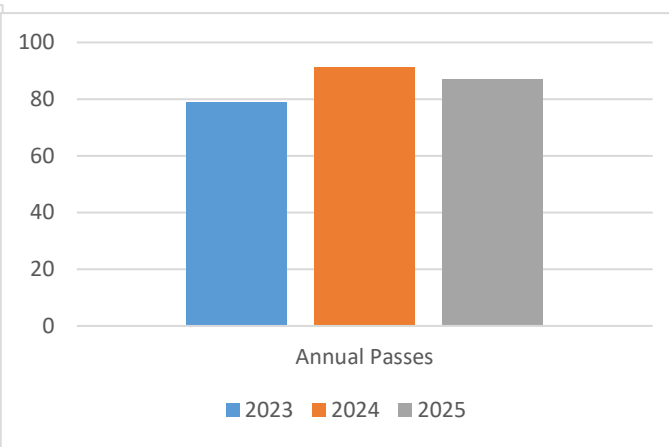
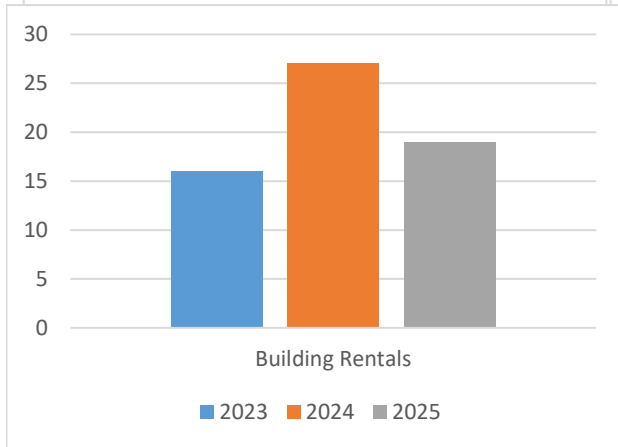
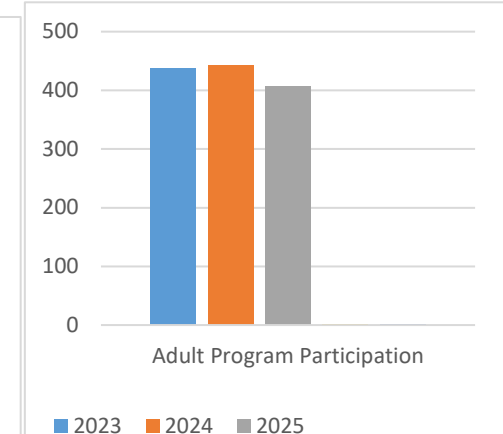
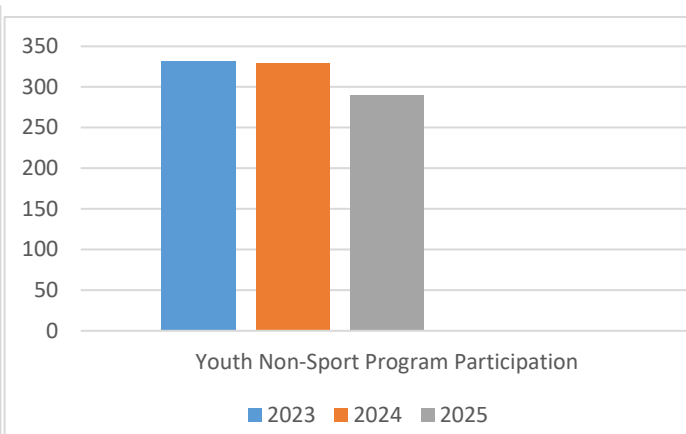
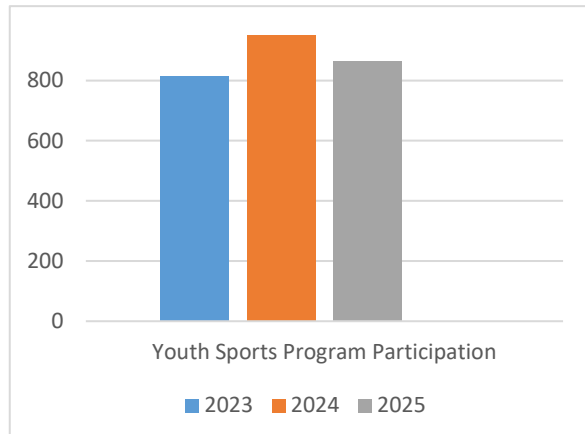
1. Plan review fees and permit fees.
2. Environmental assessments/clearances.
3. Franchise Utility Design.
4. Railroad/Railway Design.
5. Outside consultants.
6. Special inspection services. Special inspections are usually required by building codes, building officials, or designers for structural elements of the project but may include other design disciplines and testing agencies. Any special inspection services required will be covered under a separate or supplemental agreement and are not covered under standard observation services.

**H. PEC's Fees & Reimbursable Expenses**

1. PEC's Fee for its Scope of Services will be on a lump sum basis of **\$30,000.00** plus Reimbursable Expenses.
2. Reimbursable Expenses shall include Printing Fees and Vehicle Mileage.
3. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

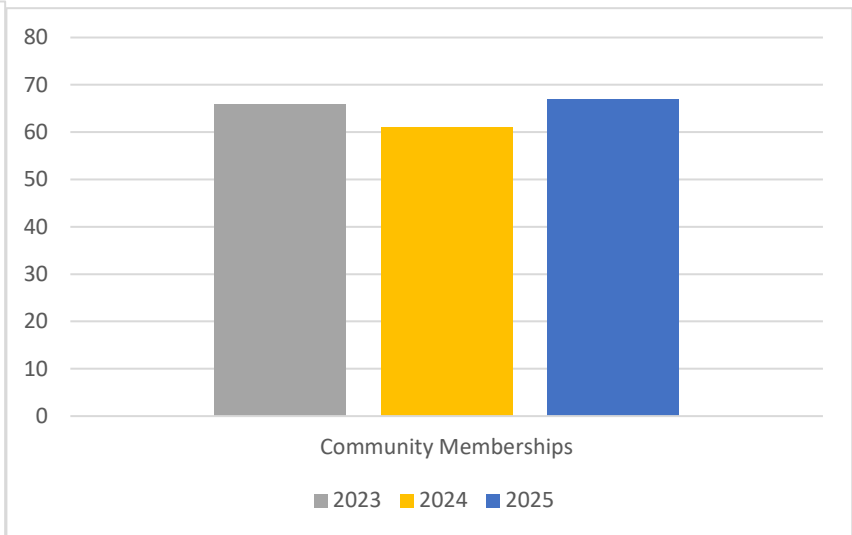
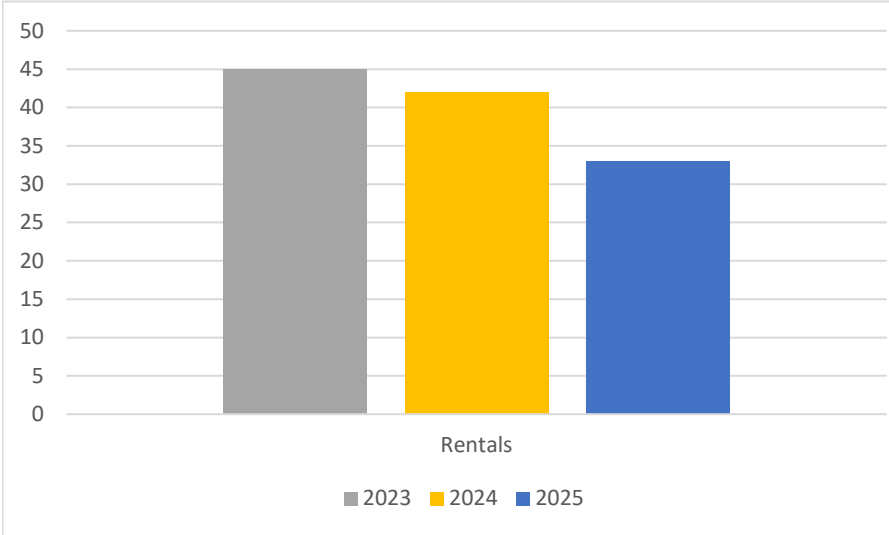
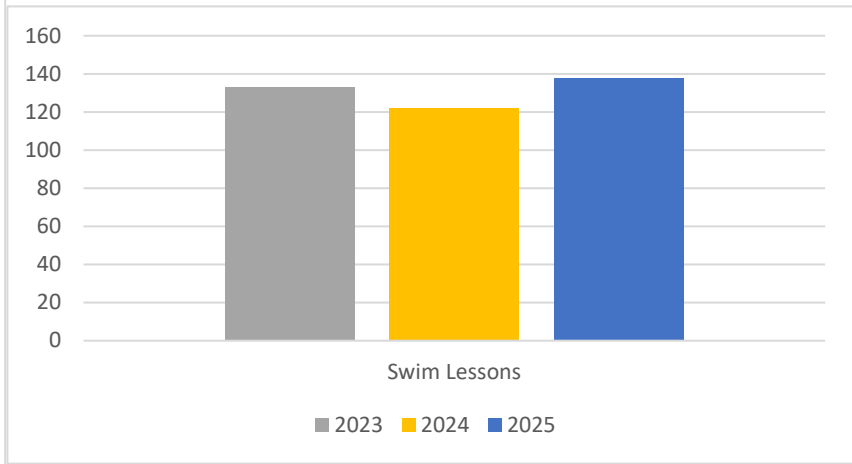
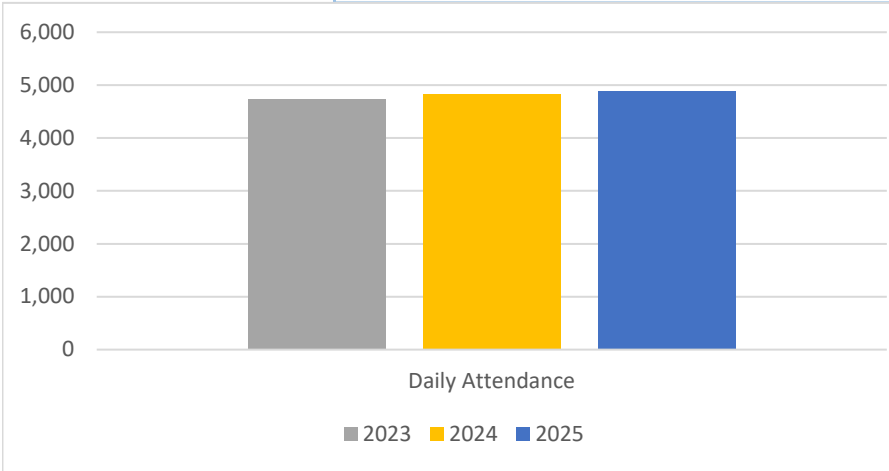
## Bel Aire Recreation

Recreation Participation	2023	2024	2025
Youth Sports Program Participation	816	959	865
Youth Non-Sport Program Participation	332	329	289
Adult Program Participation	437	442	406
Building Rentals	16	27	19
Annual Passes	79	91	87
Daily Drop-In	6233	6333	6207



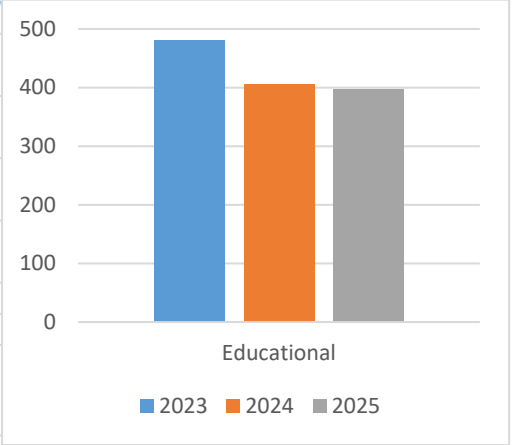
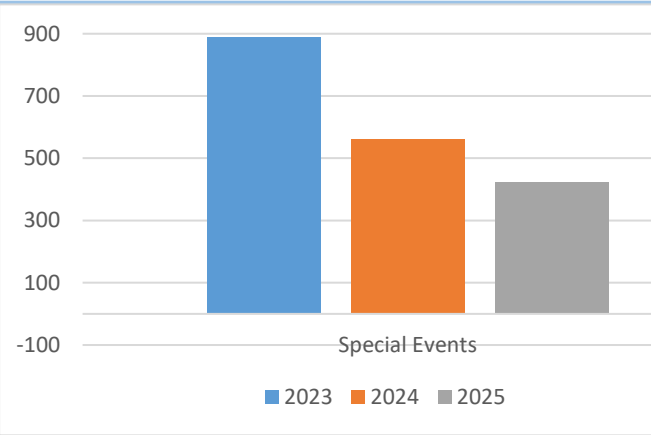
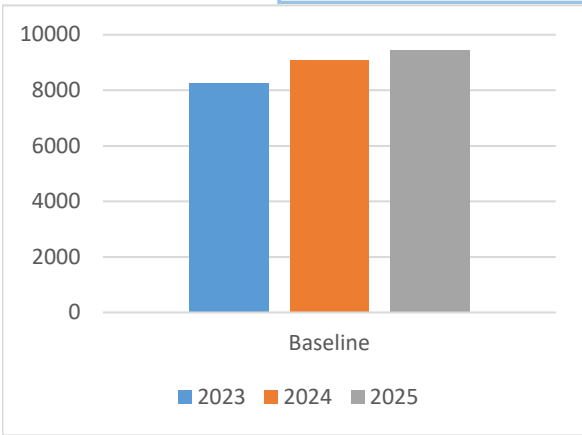
# Central Park Swimming Pool

Pool Participation	2023	2024	2025
Daily Attendance	4,728	4,837	4,891
Swim Lessons	133	122	138
Rentals	45	42	33
Community Memberships	66	61	67

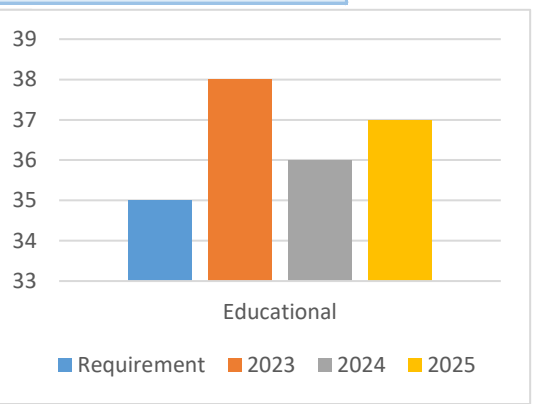
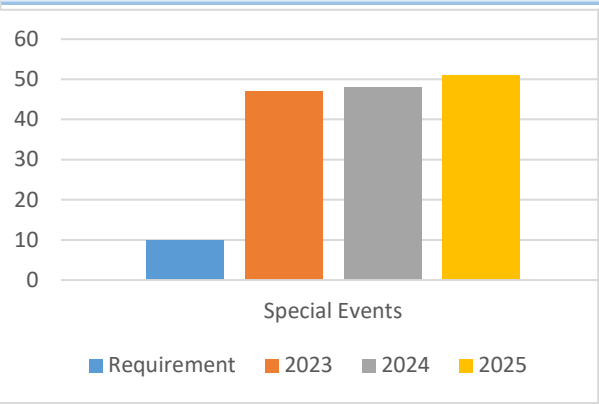
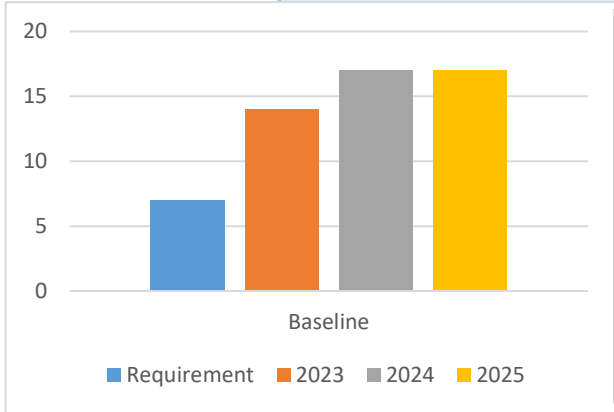


# Bel Aire Seniors

Senior Event Participation	2023	2024	2025
Baseline	8265	9092	9468
Special Events	887	561	423
Educational	481	406	397



County Required Senior Offerings	Requirement	2023	2024	2025
Baseline	7	14	17	17
Special Events	10	47	48	51
Educational	35	38	36	37



## STAFF REPORT

DATE: January 7, 2026

TO: Ted Henry, City Manager  
Bel Aire Governing Body

FROM: Brian Hayes, Recreation Director

RE: December Activities

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### Recreation.

- 100 youth basketball participants began practices and games in December. The program will run through mid Feb.
- Taekwondo class participation was steady with 15 students.
- Exercise classes were steady with 20 participants.
- December drop-in gym use was steady with 480 compared to 465 in November.
- Christmas in Bel Aire was held on Dec. 6<sup>th</sup>. Hundreds of residents showed up for the lights, Santa, coloring & treats.
- Schools Out Camp saw 20 kids enjoying a variety of games, crafts, and fun during Winter Break.
- Upcoming programs include Tumbling, Indoor Soccer and Heights Baseball & Softball registration.

### Seniors

- 746 seniors signed in for cards, line & folk dance, book club, exercise, sewing, walking, educational, & special activities compared to 651 in November.
- Some programs offered included Medicare Counseling, holiday activities, and a holiday dinner with Singo Bingo. In all there were 15 ongoing programs, 8 special activities, and 3 educational sessions.
- Upcoming Senior activities include presentations on scams and therapeutic massage as well as the many ongoing baseline programs, games, crafts, and communications.



# MANAGER'S REPORT

**DATE:** January 15, 2026  
**TO:** Mayor Benage and City Council  
**FROM:** Ted Henry, City Manager  
**RE:** January 20, 2026 Agenda



## **Consent Agenda (Item VI)**

The consent agenda contains only the Minutes of the January 6<sup>th</sup> City Council meeting.

## **Appropriations Ordinance (Item VII)**

This appropriation ordinance encompasses 01/01/2026 through 01/13/2026 expenses and one payroll cycle. Expenditures amounted to \$685,896.22. Of the reported expenses, \$133,611.92 are infrastructure costs for new developments. These costs are paid through special assessments.

## **City Requested Appearances (Item VIII)**

There are two requested appearances on this agenda. First, Jesse Miller will give an update on the activities of the Steering Committee for Sedgwick County Fire District No 1. Then, Becky Lewis with Burns & McDonnell, will present a pretreatment report and the findings of the odor control chemical pilot.

## **Cost Share Agreement with KDOT for 45th Street (Item A)**

The City has been awarded Federal funding through WAMPO for the reconstruction of 45th Street between Oliver and Woodlawn. This project will be administered through KDOT. This Agreement covers the terms and conditions of the administration of the 45th Street project and the roles and responsibilities of each organization. The Agreement under consideration is what gives KDOT the authority to administer the 45th Street Reconstruction project for the City of Bel Aire. KDOT is responsible for ensuring that the project adheres with Federal rules and regulations. The Agreement sets out KDOT responsibilities, financial considerations as they stand now, City responsibilities and general federal requirements that this project will need to adhere to. There are no financial implications for entering into this agreement with KDOT. Once the project is bid, the City will have an opportunity to decide whether or not to continue with the project based on the project costs. It is the recommendation of staff to enter into the agreement with KDOT.

## **Agreement with Nowak for 45th street hydro excavation/potholing (Item B)**

Garver is currently working on the design of the roadway and storm sewer system for 45th Street between Woodlawn and Oliver. When laying out the storm sewer, there are multiple locations where the storm sewer crosses or runs adjacent to existing utilities. The hydro-excavation work will uncover those existing utilities to allow a hard elevation of the top of pipe to be captured and compared to the storm sewer plans. With the storm sewer being a very elevation dependent utility, it is important to know where each utility is located to determine in advance if there are conflicts

with the proposed storm sewer. If conflicts are discovered, the storm sewer may be able to be adjusted to avoid the conflict, or the utility may need to relocate its facility. By performing the hydro-excavation now, it gives both the designers and the utility owners time to adjust while hopefully avoiding conflicts and potential change orders when it comes to the actual construction. The financing for this project will come from the 45th Street project fund. It is the recommendation of staff to enter into the agreement with Nowak

### **PEC Work Order 26-03 for Zoning & Subdivision Codes Update (Item C)**

Zoning and subdivision codes are the foundation of land-use planning and development within a community. They regulate how land can be used, the types of structures allowed, and the standards for building design and placement. However, Bel Aire's codes have not been updated for quite some time. This creates challenges to be able to fully address development needs. The City recently approved the Bel Aire 2035 Comprehensive Plan, which will be referenced in future code updates. The Comprehensive Plan establishes the community's framework for long-term growth and development and sets the stage for the zoning and subdivision regulations. The Plan outlines goals for land use, infrastructure, and economic development. The Plan includes a future land use map which identifies areas for residential, commercial, and industrial development and sets priorities for density and open spaces. Based on the information in the Plan, Zoning districts and their permitted uses will be established. In addition, the updated regulations will establish lot sizes, building heights and setbacks to align with the priorities of the Plan. Updating the regulations will create standards that allow for consistent and more predictable development and address changes occurring in development. The scope of work and proposed work order amount was included in the 2026 budget. Paula Downs, Director of Community Development, has provided a report in your packet detailing the goals of the update and discussing ongoing review and maintenance of the zoning regulations. She will be available for questions. Staff recommend approving the Work Order.

### **Quote for 2026 Computer Replacements, ImagineIT (Item D)**

The City has been utilizing our IT support provider, ImagineIT, to purchase computer replacements each year since our partnership began in 2022. The City is on a 4-year replacement schedule for computers (based on age) to ensure all equipment stays under warranty and is kept up to date. The City computer replacement schedule averages 16.5 devices per year. The number of devices scheduled for replacement in 2026 is 19. The FY26 Equipment Reserve Fund budget includes 19 computer replacements at an average cost of \$2,000 each. ImagineIT utilizes Lenovo as their primary provider for computer equipment. ImagineIT receives special pricing as they are a preferred vendor for Lenovo. The total cost for 11 devices, materials, and labor is \$14,955.89. The quote includes all devices, required warranties, materials, and setup labor cost for all devices. The labor cost will not increase, but it could possibly decrease if installation is quicker than anticipated. The remaining 8 devices are for the Police Department vehicles and will be presented at a later date. The 8 vehicle laptops are recommended to be Panasonic laptops because they integrate the best with the CAD and Dispatch systems the City utilizes in partnership with Sedgwick County. City staff are recommending approval of the first 11 computer replacements for 2026 at a cost not to exceed \$14,955.89 and authorize the City Manager or designee to sign.

### **Executive Session**

There is one Executive Session on the agenda.