CITY COUNCIL MEETING
AGENDA
JUNE 15, 2026
6:30 P.M.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. PUBLIC INPUT
4. AMENDMENTS TO THE AGENDA
5. MAYOR'S REPORT
6. CONSENT AGENDA

These items are routine & enacted by one motion; there will be no separate discussion unless a Council member so requests.

A. Approval of Minutes
   1) Regular Meeting June 1, 2026
B. Payroll Ordinance No. 5594
C. Purchase Order Ordinance No. 5595
D. Retiree Health Insurance Policy

7. APPOINTMENTS

A. Board & Committee Appointments

8. COMMITTEE/STAFF REPORTS

A. David Hay: County Valuation Report
B. Denny Walker: Water Main Break at Lincoln Street

9. NEW BUSINESS
A. Old Mill Project Update & Budget Request
B. Fire Truck Financing
C. AMR Contract

10. EXECUTIVE SESSION
11. OTHER
12. ADJOURNMENT

LINDSBORG
KANSAS

Upcoming Meetings

JUNE 2026

Mon. June 1	6:30 p.m.	City Council Meeting
Tues. June 9	6:30 p.m.	Board of Zoning Appeals (as required)
Mon. June 15	5:30 p.m.	Study Session
	6:30 p.m.	City Council Meeting
Tues. June 16	8:30 a.m.	Tree Board Meeting
	6:30 p.m.	Design Review Board (as required)
Tues. June 23	6:30 p.m.	Planning Commission (as required)

JULY 2026

Fri. July 3		City Offices Closed in observance of Independence Day
Mon. July 6	5:30 p.m.	Study Session
	6:30 p.m.	City Council Meeting
Tues. July 7	3:00 p.m.	CVB Advisory Board Meeting
Tues. July 14	6:30 p.m.	Board of Zoning Appeals (as required)
Mon. July 20	5:30 p.m.	Study Session
	6:30 p.m.	City Council Meeting (vote on RNR)
Tues. July 21	8:30 a.m.	Tree Board Meeting
	6:30 p.m.	Design Review Board (as required)
Tues. July 28	6:30 p.m.	Planning Commission (as required)

LINDSBORG CITY COUNCIL
Lindsborg City Hall
June 1, 2026–6:30 p.m.
Meeting Minutes

COUNCILMEMBERS PRESENT: Mayor Clark Shultz, Rebecca Van Der Wege, Kirsten Bruce, Joshua Swanson, Larry Lysell, Ericka Lysell, Lysa Palmer-Augusta

MEMBERS ABSENT: Tyler Johnson, Andrew Smith

OTHERS PRESENT: Tanner Faust, Roxie Sjogren, David Hay, Noah Flores, Milton Collins, Chief Terry Reed, Denny Walker, Lauren Doak, Scott Bontz

The meeting was called to order at 6:30 p.m. by Mayor Clark Shultz, followed by the pledge of allegiance.

PUBLIC INPUT:
There was no public input.

AMENDMENTS TO THE AGENDA:
There were no amendments to the agenda.

MAYOR'S REPORT:
The Lindsborg pool is now open for the season. Mayor Shultz shared that he had the privilege of administering the oath of office to all the new guards as part of their training.

Mayor Shultz reported that the Lindsborg News Record has been in business for 145 years and congratulated the News Record and Cherry Road Media for their adapting with the times and staying in business.

Mayor Shultz congratulated News Record editor Scott Bontz and his wife on the recent birth of their son.

CONSENT AGENDA
Councilmember Kirsten Bruce moved to approve the minutes from the May 26, 2026, regular Council meeting, Payroll Ordinance 5592, Purchase Order Ordinance 5593 and Tesco Invoice. Motion seconded by Councilmember Ericka Lysell and passed 6-0 by roll call vote.

APPOINTMENTS:
There were no appointments.

COMMITTEE REPORTS:
There were no committee reports.

NEW BUSINESS:
CURB AND GUTTER REPLACEMENT
Every year, staff try to decide what streets need the most attention. This year, it was decided to replace the curb and gutter on the 200-400 blocks of South Washington. The first plan was to mill and overlay the three blocks, but after looking into this further, staff decided to replace the curb and gutter first to

make it better for the mill and overlay next year. The curb and gutter on these three blocks are in very poor condition and will continue to get worse if the issue is not addressed soon.
Staff received two quotes; the first one was Vogts-Parga Construction with a bid of $129,424.04. The second quote was from James K. Coy Construction for $149,040.33. Staff also received an email from Pearson Construction telling us that they were declining to bid as they feel it's too small of a project for them.

Councilmember Larry Lysell moved to approve the quote from Vogts-Parga Construction to remove and replace the curb and gutter in the 200-400 blocks of South Washington at the cost of $129,424.04. The motion was seconded by Councilmember Lysa Palmer-Augusta and passed 6-0 by roll call vote.

RETIREE HEALTH INSURANCE POLICY
During staff's health insurance renewal discussions with Freedom Claims Management, Inc (FCMI), it was recommended by FCMI that the City review its retiree health insurance policy to address age, medical and dental coverage as part of the retiree plan.

Staff reviewed K.S.A. 12-5040 as well as reached out on the City Clerks and Municipal Finance Officers (CCMFOA) listserv to see what other cities in Kansas offer as part of their retiree health insurance plan. The additions that staff have added to the City of Lindsborg policy are consistent with what other Kansas cities that responded are offering.

Retirees and dependents currently on the plan would be grandfathered in.

Councilmember Joshua Swanson moved to approve the Retiree Health Insurance Policy with clarifying language regarding being grandfathered and to have it be included in the current employee handbook and policy manual that was adopted by Council on March 17, 2025. The motion was seconded by Councilmember Lysa Palmer-Augusta and passed 6-0 by roll call vote.

FIRE FILL STATION
The Lindsborg Fire Department uses an air compressor and fill station to fill the bottles for the Scott SCBA Air-Paks that they use for going into structure fires or outdoor fires with hazardous materials. The air compressor was replaced in June of 2017 but to save money, the fill station was not replaced. The current fill station was originally installed when the fire station was constructed in 1987 and has exceeded its expected service life.

Over the past several years, the department has continued to maintain and repair the existing system to extend its usability. During last year's budget process, replacement of the fill station had initially been included; however, the item was removed after repairs temporarily restored operation. Unfortunately, those repairs did not provide a long-term solution, and the system is again experiencing operational issues.

The air bottle fill station is a critical piece of firefighter safety equipment. The current system is not consistently filling self-contained breathing apparatus (SCBA) bottles to full capacity. As a result, firefighters have reduced air supply available while operating inside fire environments and dealing with hazardous materials.

A reduced air supply limits the amount of time firefighters can safely remain on air during emergency operations and can negatively impact both firefighter safety and operational effectiveness. Reliable

DRAFT

SCBA equipment is essential to ensuring firefighters have adequate breathable air while working in hazardous atmospheres.

Given the age of the equipment, recurring repairs, and continued reliability concerns, replacement of the fill station is necessary to maintain safe and effective fire operations.

Councilmember Joshua Swanson moved to approve the purchase of a new air bottle fill station for the Fire Department to ensure reliable operation and continued firefighter safety. The motion was seconded by Councilmember Ericka Lysell and passed 6-0 by roll call vote.

OTHER:
City Administrator Tanner Faust shared that there would be a study session on June 15 and that he would try and schedule a study session in July with the engineers to discuss the latest K4 grade separation.

ADJOURNMENT:
Councilmember Kirsten Bruce moved for adjournment, seconded by Councilmember Ericka Lysell, and passed 6-0 by voice vote. The meeting was adjourned at 6:53 p.m.

Respectfully Submitted,

Roxie Sjogren

Roxie Sjogren, MMC
City Clerk

DRAFT

City of Lindsborg, KS

Expense Approval Register

APPKT00703 - 2026.6.15 "A" COUNCIL PAYABLES

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: APAC KANSAS, INC.--SHEARS					
APAC KANSAS, INC.--SHEARS	8000152841	06/15/2026	MILL AND OVERLAY	031-3290	42,025.00
				Vendor APAC KANSAS, INC.--SHEARS Total:	**42,025.00**
Vendor: CARD SERVICES - UMB CREDIT CARD					
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	QR Code Software	001-5-002-4000	25.00
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Business Registration	001-5-002-4000	80.00
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	CPM Parking Topeka	001-5-002-4110	7.00
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	PUBLIC SERVICE RECOGNITI...	001-5-002-5000	126.50
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	volunteer wristbands	001-5-002-5000	111.50
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Batteries for key fobs & gun s...	001-5-003-4000	21.00
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Hotel Kansas Association of ...	001-5-003-4110	141.83
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	KCPA conference hotel 2 nigh..	001-5-003-4110	294.24
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	TOLLS-ELMER	001-5-003-4110	5.48
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Order for Duty Belt replacem...	001-5-003-5000	295.15
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	mail to KBI for 26-078. SW	001-5-003-5105	23.35
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	training registration for Mos...	001-5-003-8100	75.00
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Registration for KACP Confer...	001-5-003-8100	250.00
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Kindlesparger Hazmat Ops a...	001-5-004-8100	60.00
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	dog park plaque for donor	001-5-007-6000	104.46
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Video and cloud storage apps	001-5-008-4000	21.99
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	ChatGPT subscription	001-5-008-4000	20.00
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Website ADA compliance	001-5-008-4000	49.00
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	iCloud storage backup for iP...	001-5-008-4000	0.99
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Video streaming software	001-5-008-4000	10.00
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Logo application	001-5-008-4000	22.00
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Website electronic communi...	001-5-008-4000	24.00
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Office resource book	001-5-008-5000	45.00
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Downtown flowerbeds- vine	001-5-008-5000	119.80
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Meal in main tables	001-5-008-5000	49.99
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Downtown planters	001-5-008-5000	265.18
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Candy for Meal on Main Ame...	001-5-008-5000	104.99
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Military Family Travel Packets	001-5-008-5105	58.05
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Military family travel packets	001-5-008-5105	100.65
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	battery for pool vacuum, sto...	001-5-012-5000	129.44
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Lunch for guards during certif..	001-5-012-5000	29.68
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Event planning software	001-5-014-4000	108.99
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	BREAKER LOCKOUT	001-5-014-5000	22.30
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Forms software	021-5-001-4000	59.00
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Design software	021-5-001-4000	12.99
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	tennis order for Rec program	023-5-001-5000	18.97
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Tennis order for Rec program	023-5-001-5000	351.54
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	tax reimbursement	024-5-001-5000	-24.00
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Jerky to sell at golf course	024-5-001-5000	130.00
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	coffee maker, coffee, fly def...	024-5-001-5000	144.04
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Logo golf balls to sell at cour...	024-5-001-5000	264.00
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Wastewater Water Sample w...	028-5-001-4000	626.00
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Hotel-Clifford-Tyler User Gro...	028-5-001-4110	86.03
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Social media ads - Millfest, ki...	036-5-001-4000	100.00
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Social media ads	036-5-001-4000	31.01
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Hotel-Clifford-Tyler User Gro...	070-5-022-4110	86.03
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Hotel-Droegemeier-Tyler Use...	070-5-022-4110	86.03
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	Hotel-Droegemeier-Tyler Use...	084-5-001-4110	86.03
CARD SERVICES - UMB CREDI...	MAY 2026 CC	06/01/2026	water certification renewal f...	084-5-001-8100	20.00
				Vendor CARD SERVICES - UMB CREDIT CARD Total:	**4,880.23**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: CROWN DISTRIBUTORS LLC					
CROWN DISTRIBUTORS LLC	W-7403999	06/02/2026	BEER PURCHASE	024-5-001-5202	622.55
				Vendor CROWN DISTRIBUTORS LLC Total:	**622.55**
Vendor: EASY ICE, LLC					
EASY ICE, LLC	02076010	06/01/2026	ICE MACHINE RENTAL	024-5-001-4000	172.20
EASY ICE, LLC	02081273	06/01/2026	ICE MACHINE RENTAL	001-5-014-4000	190.00
EASY ICE, LLC	INV0003372	06/01/2026	ICE MAKER	001-5-006-4000	29.36
EASY ICE, LLC	INV0003372	06/01/2026	ICE MAKER	001-5-007-4000	29.35
EASY ICE, LLC	INV0003372	06/01/2026	ICE MAKER	028-5-001-4000	29.35
EASY ICE, LLC	INV0003372	06/01/2026	ICE MAKER	070-5-021-4000	29.36
EASY ICE, LLC	INV0003372	06/01/2026	ICE MAKER	084-5-001-4000	29.36
				Vendor EASY ICE, LLC Total:	**508.98**
Vendor: FEDERICO CONSULTING, INC.					
FEDERICO CONSULTING, INC.	INV0003371	06/15/2026	CONSULTING SERVICES	001-3290	1,250.00
FEDERICO CONSULTING, INC.	INV0003371	06/15/2026	CONSULTING SERVICES	070-3290	1,250.00
				Vendor FEDERICO CONSULTING, INC. Total:	**2,500.00**
Vendor: FIRST DATA					
FIRST DATA	INV0003366	06/01/2026	SUNDSTROM FEES	001-5-014-9200	31.15
FIRST DATA	INV0003367	06/01/2026	SUNDSTROM INTERCHANGE ...	001-5-014-9200	10.09
FIRST DATA	INV0003368	06/01/2026	SUNDSTROM SERVICE CHAR...	001-5-014-9200	24.95
FIRST DATA	INV0003369	06/01/2026	CLOVER APP FEE	001-5-014-9200	32.95
				Vendor FIRST DATA Total:	**99.14**
Vendor: FOLEY EQUIPMENT COMPANY					
FOLEY EQUIPMENT COMPANY	SS130061184	06/15/2026	MACHINE REPAIR	001-5-006-4000	1,222.08
				Vendor FOLEY EQUIPMENT COMPANY Total:	**1,222.08**
Vendor: GLOBAL PAYMENTS INTEGRATED					
GLOBAL PAYMENTS INTEGRA...	INV0003374	06/01/2026	CC FEES	070-5-023-9200	8,968.71
GLOBAL PAYMENTS INTEGRA...	INV0003375	06/01/2026	CC FEES	070-5-023-9200	3,736.56
				Vendor GLOBAL PAYMENTS INTEGRATED Total:	**12,705.27**
Vendor: HR PARTNERS, LLC					
HR PARTNERS, LLC	16970	06/15/2026	CONSULTING SERVICES	001-5-002-4000	300.00
				Vendor HR PARTNERS, LLC Total:	**300.00**
Vendor: KANSAS GAS SERVICE					
KANSAS GAS SERVICE	INV0003373	06/22/2026	GAS SERVICE	001-5-002-5000	15.64
KANSAS GAS SERVICE	INV0003373	06/22/2026	GAS SERVICE	001-5-003-5000	78.74
KANSAS GAS SERVICE	INV0003373	06/22/2026	GAS SERVICE	001-5-004-5000	78.73
KANSAS GAS SERVICE	INV0003373	06/22/2026	GAS SERVICE	001-5-006-5000	142.73
KANSAS GAS SERVICE	INV0003373	06/22/2026	GAS SERVICE	001-5-007-5000	95.41
KANSAS GAS SERVICE	INV0003373	06/22/2026	GAS SERVICE	001-5-014-5000	167.23
KANSAS GAS SERVICE	INV0003373	06/22/2026	GAS SERVICE	023-5-001-5000	20.84
KANSAS GAS SERVICE	INV0003373	06/22/2026	GAS SERVICE	028-5-001-5000	81.70
KANSAS GAS SERVICE	INV0003373	06/22/2026	GAS SERVICE	070-5-021-5000	52.20
KANSAS GAS SERVICE	INV0003373	06/22/2026	GAS SERVICE	070-5-022-5000	15.63
KANSAS GAS SERVICE	INV0003373	06/22/2026	GAS SERVICE	084-5-001-5000	81.69
				Vendor KANSAS GAS SERVICE Total:	**830.54**
Vendor: KMEA					
KMEA	WAPA-LIND-2026-05	06/04/2026	PURCHASED POWER	070-5-020-4200	10,304.00
				Vendor KMEA Total:	**10,304.00**
Vendor: LINDSBORG COMMUNITY LIBRARY					
LINDSBORG COMMUNITY LI...	INV0003346	06/15/2026	Ad Valorem Tax	020-5-001-4300	56,084.98
				Vendor LINDSBORG COMMUNITY LIBRARY Total:	**56,084.98**
Vendor: MCPHERSON AREA SOLID WAST					
MCPHERSON AREA SOLID W...	523944	06/15/2026	REFUSE SERVICE	001-5-002-4000	74.38
MCPHERSON AREA SOLID W...	523944	06/15/2026	CART RENTAL	001-5-003-4000	3.03
MCPHERSON AREA SOLID W...	523944	06/15/2026	REFUSE SERVICE	001-5-006-4000	71.86
MCPHERSON AREA SOLID W...	523944	06/15/2026	REFUSE SERVICE	001-5-007-4000	252.52
MCPHERSON AREA SOLID W...	523944	06/15/2026	SUMMER REFUSE SERVICE	001-5-012-4000	115.28

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MCPHERSON AREA SOLID W...	523944	06/15/2026	REFUSE SERVICE	001-5-014-4000	62.28
MCPHERSON AREA SOLID W...	523944	06/15/2026	REFUSE SERVICE	024-5-001-4000	71.86
MCPHERSON AREA SOLID W...	523944	06/15/2026	REFUSE SERVICE	028-5-001-4000	31.17
MCPHERSON AREA SOLID W...	523944	06/15/2026	REFUSE SERVICE	070-5-021-4000	81.18
MCPHERSON AREA SOLID W...	523944	06/15/2026	COMMERCIAL RECYCLING C...	082-5-001-4000	-162.00
MCPHERSON AREA SOLID W...	523944	06/15/2026	CURBSIDE RECYCLING @ $1....	082-5-001-4000	2,563.75
MCPHERSON AREA SOLID W...	523944	06/15/2026	1450 CUSTOMERS @ $10.64	082-5-001-4000	18,415.05
MCPHERSON AREA SOLID W...	523944	06/15/2026	ADD'L POLYCART CHARGES	082-5-001-4000	990.89
MCPHERSON AREA SOLID W...	523944	06/15/2026	CITY IMPROVEMENT FUND	082-5-001-4000	1,525.00
MCPHERSON AREA SOLID W...	523944	06/15/2026	CITY RECYCLING FUND	082-5-001-4000	1,525.00
MCPHERSON AREA SOLID W...	523944	06/15/2026	FUEL SURCHARGE	082-5-001-4000	165.50
MCPHERSON AREA SOLID W...	523944	06/15/2026	REFUSE SERVICE	084-5-001-4000	31.17
				Vendor MCPHERSON AREA SOLID WAST Total:	**25,817.92**
Vendor: PAYSIMPLE					
PAYSIMPLE	INV0003370	06/01/2026	SUNDSTROM CC FEES	001-5-014-9200	361.84
				Vendor PAYSIMPLE Total:	**361.84**
Vendor: PRIORITY PAYMENT SYSTEMS					
PRIORITY PAYMENT SYSTEMS	INV0003365	06/01/2026	JARVIS RECREATION CC FEES	023-5-001-9200	486.44
				Vendor PRIORITY PAYMENT SYSTEMS Total:	**486.44**
Vendor: QUADIENT FINANCE USA, INC.					
QUADIENT FINANCE USA, INC.	Q2391550	06/15/2026	FOLDER/INSERTER	028-5-001-4000	77.91
QUADIENT FINANCE USA, INC.	Q2391550	06/15/2026	FOLDER/INSERTER	070-5-022-4000	159.35
QUADIENT FINANCE USA, INC.	Q2391550	06/15/2026	FOLDER/INSERTER	082-5-001-4000	38.95
QUADIENT FINANCE USA, INC.	Q2391550	06/15/2026	FOLDER/INSERTER	084-5-001-4000	77.91
				Vendor QUADIENT FINANCE USA, INC. Total:	**354.12**
Vendor: TANNER FAUST					
TANNER FAUST	INV0003364	06/15/2026	REPLACEMENT TIRE	001-5-002-4000	220.00
				Vendor TANNER FAUST Total:	**220.00**
Vendor: THE STOCKHOLM PROJECT LLC					
THE STOCKHOLM PROJECT L...	INV0003347	06/15/2026	Ad Valorem Tax	019-5-001-4300	40,186.24
				Vendor THE STOCKHOLM PROJECT LLC Total:	**40,186.24**
Vendor: TOUCHTONE COMMUNICATIONS					
TOUCHTONE COMMUNICAT...	3953924	06/15/2026	1800 NUMBER	001-5-008-4000	35.33
				Vendor TOUCHTONE COMMUNICATIONS Total:	**35.33**
Vendor: WEX BANK					
WEX BANK	112879855	06/15/2026	FUEL/DIESEL	001-5-002-5000	77.42
WEX BANK	112879855	06/15/2026	FUEL/DIESEL	001-5-003-5000	1,007.09
WEX BANK	112879855	06/15/2026	FUEL/DIESEL	001-5-004-5000	91.16
WEX BANK	112879855	06/15/2026	FUEL/DIESEL	001-5-006-5000	433.71
WEX BANK	112879855	06/15/2026	FUEL/DIESEL - PW DIRECTOR	001-5-006-5000	11.84
WEX BANK	112879855	06/15/2026	FUEL/DIESEL	001-5-007-5000	460.42
WEX BANK	112879855	06/15/2026	FUEL/DIESEL	023-5-001-5000	163.20
WEX BANK	112879855	06/15/2026	FUEL/DIESEL - PW DIRECTOR	028-5-001-5000	11.85
WEX BANK	112879855	06/15/2026	FUEL/DIESEL	028-5-001-5000	308.01
WEX BANK	112879855	06/15/2026	FUEL/DIESEL - PW DIRECTOR	070-5-021-5000	11.85
WEX BANK	112879855	06/15/2026	FUEL/DIESEL	070-5-021-5000	686.10
WEX BANK	112879855	06/15/2026	FUEL/DIESEL	084-5-001-5000	452.64
WEX BANK	112879855	06/15/2026	FUEL/DIESEL - PW DIRECTOR	084-5-001-5000	11.85
				Vendor WEX BANK Total:	**3,727.14**
Vendor: WILSON & COMPANY, INC.					
WILSON & COMPANY, INC.	150884	06/15/2026	K4 SEPARATION LS26-002	031-5-001-4000	535.81
				Vendor WILSON & COMPANY, INC. Total:	**535.81**
				Grand Total:	**203,807.61**

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	9,779.13
019 - STOCKHOLM ESTATES RHID	40,186.24
020 - LIBRARY FUND	56,084.98
021 - INDUSTRIAL DEVEL. FUND	71.99
023 - RECREATION FUND	1,040.99
024 - MUNICIPAL GOLF COURSE	1,380.65
028 - SPECIAL SEWER FUND	1,252.02
031 - SPECIAL STREETS FUND	42,560.81
036 - TOURISM PROMOTION FUND	131.01
070 - ELECTRIC FUND	25,467.00
082 - REFUSE COLLECTION FUND	25,062.14
084 - WATER FUND	790.65
Grand Total:	**203,807.61**

Account Summary

Account Number	Account Name	Expense Amount
001-3290	ENCUMBRANCES	1,250.00
001-5-002-4000	CONTRACT SERVICES	699.38
001-5-002-4110	MEETING EXPENSES	7.00
001-5-002-5000	COMMODITIES	331.06
001-5-003-4000	CONTRACT SERVICES	24.03
001-5-003-4110	MEETING EXPENSES	441.55
001-5-003-5000	COMMODITIES	1,380.98
001-5-003-5105	POSTAGE	23.35
001-5-003-8100	CONTINUING EDUCATION	325.00
001-5-004-5000	COMMODITIES	169.89
001-5-004-8100	CONTINUING EDUCATION	60.00
001-5-006-4000	CONTRACT SERVICES	1,323.30
001-5-006-5000	COMMODITIES	588.28
001-5-007-4000	CONTRACT SERVICES	281.87
001-5-007-5000	COMMODITIES	555.83
001-5-007-6000	CAPITAL OUTLAY	104.46
001-5-008-4000	CONTRACT SERVICES	183.31
001-5-008-5000	COMMODITIES	584.96
001-5-008-5105	POSTAGE	158.70
001-5-012-4000	CONTRACT SERVICES	115.28
001-5-012-5000	COMMODITIES	159.12
001-5-014-4000	CONTRACT SERVICES	361.27
001-5-014-5000	COMMODITIES	189.53
001-5-014-9200	DEBIT & CREDIT CARD F…	460.98
019-5-001-4300	RHID TO STOCKHOLM ES…	40,186.24
020-5-001-4300	APPROPRIATE TO LIBRA…	56,084.98
021-5-001-4000	CONTRACT SERVICES	71.99
023-5-001-5000	COMMODITIES	554.55
023-5-001-9200	CREDIT & DEBIT CARD F…	486.44
024-5-001-4000	CONTRACT SERVICES	244.06
024-5-001-5000	COMMODITIES	514.04
024-5-001-5202	BEER PURCHASES	622.55
028-5-001-4000	CONTRACT SERVICES	764.43
028-5-001-4110	MEETING EXPENSES	86.03
028-5-001-5000	COMMODITIES	401.56
031-3290	ENCUMBRANCES	42,025.00
031-5-001-4000	CONTRACT SERVICES	535.81
036-5-001-4000	CONTRACT SERVICES	131.01
070-3290	ENCUMBRANCES	1,250.00
070-5-020-4200	PURCHASED POWER	10,304.00
070-5-021-4000	CONTRACT SERVICES	110.54
070-5-021-5000	COMMODITIES	750.15
070-5-022-4000	CONTRACT SERVICES	159.35

Account Summary

Account Number	Account Name	Expense Amount
070-5-022-4110	MEETING EXPENSES	172.06
070-5-022-5000	COMMODITIES	15.63
070-5-023-9200	CREDIT & DEBIT CARD F...	12,705.27
082-5-001-4000	CONTRACT SERVICES	25,062.14
084-5-001-4000	CONTRACT SERVICES	138.44
084-5-001-4110	MEETING EXPENSES	86.03
084-5-001-5000	COMMODITIES	546.18
084-5-001-8100	CONTINUING EDUCATION	20.00
	Grand Total:	**203,807.61**

Project Account Summary

Project Account Key		Expense Amount
None		203,807.61
	Grand Total:	**203,807.61**

LINDSBORG
KANSAS

Retiree Health Insurance

Retirement Notice and Post-Retirement Health Insurance Policy

Employees planning to retire are expected to provide written notice of intent to the City Administrator and City Council at least ninety (90) days prior to their anticipated retirement date. Earlier notice is preferred to support budget planning.

Retired employees and their eligible dependents may continue participation in the City's health insurance program, consistent with K.S.A. 12-5040, by submitting a written application to the City Clerk/Human Resources Manager within thirty (30) days of retirement. All premiums shall be paid by the retired employee.

Coverage under the City's group employee health plan, including medical, dental, hospital indemnity, and cancer policies, may cease to be made available upon:

1. The retired employee attaining age 65 (coverage will also end for any covered dependents at which time, COBRA continuation benefits could be made available)

2. The retired employee failing to make required premium payments on a timely basis

3. The Retired employee becoming covered or becoming eligible to be covered under a plan of another employer

A "qualifying retiree" is one who is employed by the city for not less than 10 years and must be KPERS-eligible for retirement.

Retirees and dependents who were actively participating in the City's health insurance program prior to June 1, 2026, may continue coverage under the terms and conditions in effect at that time, subject to all applicable payment and eligibility requirements.

LINDSBORG
KANSAS

JUNE 2026 APPOINTMENTS

Design Review
Justin Boardman
Library Board
Erica Kruckenberg
Recreation Advisory Board
Leslie Hecker

LINDSBORG

CITY COUNCIL AGENDA REQUEST FORM

Agenda Item: Lindsborg Old Mill & Swedish Her Proposed Agenda Date: June 15

Name of person(s) proposing item: Hayley Samford

Phone: 785-819-0798 Email: hayley.samford@oldmillmuseum.org

Brief description of agenda item: An update on the Museum's recent accomplishments and updated work plans, in addition to a request for continued support in the upcoming budget cycle.

Documentation: A short PowerPoint presentation will accompany the verbal presentation to share further updates.

Desired Outcome: City Council members well-informed on the Museum and its public trust duties, as well as continued financial support.

Approval for placement on Council Agenda: _____
City Administrator

This request must be submitted to the City Clerk no later than ten (10) working day prior to the City Council meeting.
Items submitted after this deadline if complete, will be scheduled for the following City Council meeting

Hayley Samford Digitally signed by Hayley Samford Date: 2026.06.04 14:48:07 -05'00' 06/04/2026

Signature of person submitting agenda item Date

cc: City Administrator
City Clerk
City Attorney

CITY COUNCIL

Clark Shultz
Mayor

Tyler Johnson
Ward 1
Rebecca Van Der Wege
Ward 1
Andrew Smith
Ward 2
Kirsten Bruce
Ward 2
Lysa Palmer-Augusta
Ward 3
Larry Lysell
Ward 3
Ericka Lysell
Ward 4
Joshua Swanson
Ward 4

STAFF

Tanner Faust
City Administrator
Denny Walker
Public Works Director
Roxie Sjogren
City Clerk
David Hay
Finance Director
Milton Collins
Community Development
Lauren Doak
Recreation Director
Holly Lofton
CVB Director
Terry Reed
Chief of Police
Noah Flores
Parks Director

City Council Meeting Date: June 15th, 2026

Topic: Fire Truck Lease

Department: Finance and Fire Department

Staff Contact: David Hay, Finance Director and Terry Reed, Public Safety Director

Background: On June 19, 2024, the City Council approved the purchase of a new fire apparatus from Rosenbauer Firefighting Technology to replace a 33-year-old unit. As part of the purchase agreement, the City has the option to pay for the chassis upon completion, resulting in a cost savings of $11,009.

Rosenbauer has notified the City that the chassis has been received and is ready for payment. To take advantage of the savings, a payment of $275,986.00 is due by June 19, 2026.

At the time of approval, $100,000 from the Equipment Reserve Fund was allocated toward this purchase. Additionally, the original delivery date of August 2025 resulted in lease-purchase payments being included in the 2026 budget. However, the delivery timeline has since shifted to October 2026, meaning no lease payment will be due until 2027.

The 2026 budget includes $68,800 for lease-purchase payments that will no longer be required this year. These budgeted funds can be reallocated toward the chassis payment, leaving a remaining balance of $107,186.

The City has three options to consider for addressing the remaining balance:

1. **Defer Chassis Payment**
   Delay payment for the chassis and finance the full amount of the fire truck, less the $168,800 already identified. This option would result in the loss of the $11,009 savings.
2. **Short-Term Financing**
   Finance the remaining $107,186 through First Bank Kansas for approximately four months until final delivery. This would incur an estimated additional interest cost of $2,000 and would subsequently be rolled into the full financing package, increasing total interest expense.
3. **Use Unallocated Sales Tax Funds**
   Allocate $107,186 from unallocated sales tax revenues to cover the remaining balance. Currently, $50,000 is budgeted annually for transfer to either the Equipment Reserve Fund or the Capital Improvement Reserve Fund. Over the past three years, transfers have averaged $100,000 depending on available balances. If this option is selected, it is recommended that the City forego the year-end transfer to reserves. As these revenues are deposited directly into the General Fund, no additional fund transfer would be necessary.

Recommendation: A motion to approve paying the invoice from Rosenbauer Firefighting Technology in the amount of $275,986.00 using option 3.

Fiscal Note:

Funding Source: $100,000 from Equipment Reserve, $68,800 from Fire, $107,186 from Unbudgeted Sales Tax

REVIEW:

- [x] City Administrator
- [ ] City Attorney
- [ ] City Council

rosenbauer

June 3, 2026

Terry Reed, Fire Chief
Lindsborg Fire Department
102 South First Street
Lindsborg, KS 67456

Dear Chief Reed,

Enclosed please find a chassis invoice for the Lindsborg Fire Department pumper apparatus unit. For your reference the serial number is noted on the chassis invoice. Please return payment by June 19, 2026 to take advantage of the $11,009 discount.

Also enclosed is a Certificate of Origin assignment information form. Please provide the appropriate information and return it with your payment, email or fax back to Rosenbauer.

Please call if you have any questions.

Thank you,

Jackie Benson

Jackie Benson
Asst. Contract Administrator

Encl: Invoice
Certificate of Origin Assignment

Cc: Hays Fire & Rescue, Greg Moody

Invoice

Rosenbauer South Dakota, LLC

100 3rd St
Lyons, SD 57041 USA
Phone: (605) 543-5591
Fax: (605) 543-5074

Page: 1

Invoice #: **0000210392**
Date: 6/3/2026
Salesperson: HAYSFI
Customer: LINDKS

Sold To	Ship To
LINDSBORG FIRE DEPARTMENT PO BOX 70 102 S. FIRST STREET LINDSBORG, KS 67456 USA	LINDSBORG FIRE DEPARTMENT PO BOX 70 102 S. FIRST STREET LINDSBORG, KS 67456 USA

Customer P.O.	Ship Via	Date Shipped	Terms
CHASSIS-19317		6/3/2026	0%, Net 15

Qty Shipped	Item	Description	Price	Amount
1.00	19317C	GENERAL CHASSIS PER CONTRACT	286,995.00	286,995.00
-1.00		CHASSIS PRE-PAY DISCOUNT	11,009.00	-11,009.00
		IF PAYMENT IS RECEIVED BY JUNE 19, 2026. THANK YOU!		
1.00		VIN# 54F2FBCKXTWM14326	0.00	0.00
		LAST ITEM		

This is an original invoice. Please pay from this invoice.
Thanks

Subtotal		275,986.00
Freight		0.00
Sales Tax		0.00
Trade Discount		0.00
Balance	USD	275,986.00

rosenbauer

Assignment of Certificate of Origin Information

Name of Purchaser: _____

Address: _____

City/State/Zip: _____

Lienholder Information (if applicable)

Lien in favor of: _____

Address: _____

City/State/Zip: _____

Contact Name: _____

Contact Number: _____

Shipping/Mailing Address for Certificate of Origin

Name: _____

Address: _____

City/State/Zip: _____

Email: jlbenson@rosenbaueramerica.com

CITY COUNCIL

Clark Shultz
Mayor

Tyler Johnson
Ward 1
Rebecca Van Der Wege
Ward 1
Andrew Smith
Ward 2
Kirsten Bruce
Ward 2
Lysa Palmer-Augusta
Ward 3
Larry Lysell
Ward 3
Ericka Lysell
Ward 4
Joshua Swanson
Ward 4

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City Clerk
David Hay
Finance Director
Milton Collins
Community Development
Lauren Doak
Recreation Director
Holly Lofton
CVB Director
Terry Reed
Chief of Police
Noah Flores
Parks Director

City Council Meeting Date: June 15th, 2026

Topic: AMR Contract Extension for 2027

Department: EMS Department

Staff Contact: Terry Reed, Public Safety Director

Background: The City of Lindsborg entered into an *Emergency Ambulance Services Agreement* with Medevac Mid-America, Inc., an American Medical Response (AMR) company, effective **August 1, 2021**, for a term extending through **December 31, 2026**. The agreement grants AMR the **exclusive right to provide Emergency Medical Services (EMS)** within the Lindsborg Ambulance District, as outlined in Exhibit 1 of the contract. The agreement states:

"This Agreement shall be automatically renewed for one or more extension terms of 1 year ('Extension Terms'), up to a maximum of 5 Extension Terms, unless Agency determines that AMR has failed to materially comply with the requirements of this Agreement…"

The City has the option to extend the agreement annually for up to **five additional one-year terms**, provided AMR has not materially breached the contract. AMR has continued to meet the operational requirements.

The contract also specifies that **any extension results in a 2% annual increase to the subsidy**:

"Any extensions will result in an annual increase of 2% to the subsidy."

For 2026, the City's subsidy is **$487,093**. A 2% increase for 2027 results in an annual subsidy of: **$487,093 × 1.02 = $496,834.86**

This amount would be paid in four equal quarterly installments, consistent with the existing payment structure.

AMR has indicated its willingness to continue providing EMS under the terms of the extension.

Recommendation: A motion to approve a one-year extension of the Emergency Ambulance Services Agreement with AMR for the 2027 calendar year, as allowed under Section 4.2 of the contract.

Fiscal Note: $496,834.86 in four quarterly payments of $124,208.72

Funding Source: Ambulance Fund

REVIEW:

- [x] City Administrator
- [ ] City Attorney
- [ ] City Council

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Emergency Ambulance Services Agreement

This **Emergency Ambulance Services Agreement** is made and entered into by and between City of Lindsborg, Kansas, a public agency ("**Agency**"), and Medevac Mid-America, Inc., an American Medical Response company ("**AMR**") as of August 1, 2021 ("**Effective Date**"). Agency and AMR are sometimes collectively referred to hereafter as the "**Parties**" and individually a "**Party**".

Preliminary Statement

A. Agency is a political subdivision of the State of Kansas (the "**State**") with authority over the delivery of pre-hospital emergency medical services ("**EMS**") within its jurisdiction.

B. AMR is a licensed provider of high-quality EMS with the capability to provide EMS within Agency's jurisdiction.

C. In order to assure that residents and visitors within Agency's jurisdiction receive appropriate EMS when required as a result of injury or illness, Agency's Governing Body (the "Governing Body") desires to grant AMR the exclusive right to provide the specific EMS described herein, and AMR desires to provide such EMS, subject to the terms and conditions specified herein.

Agreement

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties incorporate the above recitals and agree as follows:

1. Exclusive Operating Area.

1.1. Agency hereby grants AMR the exclusive right to provide the EMS (**"Services"**) within the service area specified in such **Exhibit 1** (the "**Service Area**"). Agency shall require all public safety answering points and communications facilities authorized to receive emergency medical calls and/or to dispatch emergency ambulances within the Service Area ("**Communications Centers**") to direct such calls to AMR in accordance with the dispatch protocols agreed upon by AMR and Agency ("**Dispatch Protocols**"). Subject to Section 1.2, Agency shall not permit any other provider of ambulance services to respond to medical calls within the Service Area requiring emergency dispatch, as defined in 42 CFR Section 414.605 and/or in the Dispatch Protocols ("**Emergency Calls**"), regardless of whether such calls are placed through the 911 system or to a seven digit number. Agency shall require that all such Emergency Calls, including those received on seven-digit numbers, be routed to AMR as provided in the Dispatch Protocols.

1.2. Notwithstanding the foregoing, AMR may enter into subcontracts and mutual aid agreements with licensed ambulance providers, as deemed necessary by AMR to insure adequate coverage throughout the Service Area. (All such mutual aid agreements and subcontracts shall be subject to Agency's written approval; which approval shall not be unreasonably withheld.) All subcontractors ("**Subcontractors**") shall meet the applicable requirements of this Agreement.

2. Ambulance Services.

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2.1. AMR shall respond, or request that a mutual aid provider or Subcontractor respond, to all requests for Services within the Service Area from a Communications Center.

ALS ONLY: AMR shall respond to all requests for Services from a Communications Center using an advanced life support ("**ALS**") Ambulance, (except when an ALS Ambulance is not available to timely respond, in which case AMR may use a basic life support ("**BLS**") ambulance). Each ALS Ambulance shall be staffed with two personnel, at least one of whom be licensed or certified to perform procedures beyond the scope of authority of an Emergency Medical Technician—Basic ("**EMT-Basic**") and at least one of whom shall be licensed or certified at the level of AEMT higher. Each BLS Ambulance shall be staffed with at least two crew members, both of whom shall be licensed or certified at the level of EMT-Basic or higher.

2.2. All ambulances used to provide Services (the "**Ambulances**") shall be licensed and equipped with all supplies and equipment required by State law and by Agency policies and procedures agreed upon by AMR ("**Agency Policies**"), and shall be maintained in good working order in accordance with AMR's maintenance policies and procedures.

2.3. Agency shall lease to AMR for the term of the Agreement, for the amounts identified below, two (2) ALS ambulances equipped to handle the needs of patient transports performed pursuant to the Agreement. Agency shall be responsible for maintenance and common repairs (mechanical and cosmetic) of the ambulances except for those that are a direct result of the sole negligence of AMR. Agency agreed to indemnify and hold harmless AMR for any injuries or damages incurred as a result of its failure to properly maintain the Ambulances. The parties agree that if the situation necessitates it, they will discuss in good faith whether any of the Ambulances need to be replaced. AMR shall pay Agency by the fifteenth (15^{th}) of each month for rental of the Ambulances.

2008 Ford E-450 & Equipment: $583/month

2016 Ford F450 & Equipment: $1,100/month

Each party has reviewed the lease amount and agree that such amount represents fair market value.

2.4. AMR, its Ambulances and AMR Personnel shall comply with all federal, State and local laws, and with all Agency Policies. Without limiting the foregoing, all AMR personnel and Ambulances shall be fully licensed or certified as required by law and shall comply with all licensing, certification or other laws.

2.5. AMR shall perform the Services in accordance with prevailing standards of care in the ambulance industry. To help assure maintenance of such standards, AMR shall operate a quality improvement program consistent with industry standards.

2.6. AMR shall provide a quick resource vehicle ("QRV") which shall be staffed by one provider who is certified at the ALS level.

3. Deployment.

3.1. AMR shall deploy not less than one (1) ALS Ambulances during periods of peak demand and shall deploy one (1) backup ALS Ambulance as necessary to meet needs of Agency reasonably anticipated by AMR

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during other periods. AMR may supplement such Ambulances with additional Ambulances normally used to perform non-emergency transports when needed to assure adequate coverage.

3.2. Nothing herein shall be deemed to prevent AMR from using the Ambulances deployed pursuant to this Agreement to perform non-emergency transports when Emergency Call volume permits.

4. Term.

4.1. AMR shall commence providing Services hereunder effective August 1, 2021 and this Agreement shall continue in full force and effect for 65months, through December 31, 2026 (the "**Initial Term**").

4.2. This Agreement shall be automatically renewed for one or more extension terms of 1 year ("**Extension Terms**"), up to a maximum of 5 Extension Terms, unless Agency determines that AMR has failed to materially comply with the requirements of this Agreement during the preceding term. In the event of non-renewal, Agency shall notify AMR in writing of such non-renewal and the reasons therefore at least one hundred eighty (180) days in advance of the commencement date of the Extension Term. In the event Agency fails to provide such written notice, this Agreement shall be deemed extended for such Extension Term.

5. Agency's Consideration.

As part of the consideration of AMR's undertakings hereunder, Agency shall provide the following to AMR:

5.1. Agency shall lease to AMR to utilize the facilities to house the Ambulances and AMR Personnel and radio equipment specified on **Exhibit 2**. AMR shall pay Agency the lease rate of $1,500 per month for the facilities identified in Exhibit 2. The lease rate does not include utilities and AMR shall be financially responsible for utilities related to the facilities. Agency shall further lease to AMR the radio and other equipment identified in Exhibit 2 for the sum of $205 per month. Each party has reviewed the lease amount and agree that such amount represents fair market value. Payment shall be due on the 15th of each month.

5.2. Subject to Section 2.5, McPherson County shall perform, or assist AMR in performing, dispatching services by accepting and processing calls in its Communications Centers, in accordance with the Dispatch Policies.

5.3. Agency agrees to pay the following annual amounts, which are payable in equal quarterly installments:

August 1 - December 31, 2021: $187,500 to be paid no later than as follows:

- September 30, 2021: $75,000
- December 31, 2021: $112,500

January 1, 2022 – December 31, 2022: $450,000 to be paid no later than as follows:

- March 31, 2022: $112,500
- June 30, 2022: $112,500
- September 30, 2022: $112,500
- December 31, 2022: $112,500

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January 1, 2023 – December 31, 2023: $459,000 to be paid no later than as follows:

- March 31, 2023: $114,750
- June 30, 2023: $114,750
- September 30, 2023: $114,750
- December 31, 2023: $114,750

January 1, 2024 – December 31, 2024: $468,180 to be paid no later than as follows:

- March 31, 2024: $117,045
- June 30, 2024: $117,045
- September 30, 2024: $117,045
- December 31, 2024: $117,045

January 1, 2025 – December 31, 2025: $477,543 to be paid no later than as follows:

- March 31, 2025: $119,385.75
- June 30, 2025: $119,385.75
- September 30, 2025: $119,385.75
- December 31, 2025: $119,385.75

January 1, 2026 – December 31, 2026: $487,093 to be paid no later than as follows:

- March 31, 2026: $121,773.25
- June 30, 2026: $121,773.25
- September 30, 2026: $121,773.25
- December 31, 2026: $121,773.25

Any extensions will result in an annual increase of 2% to the subsidy.

In the event AMR purchases a new Type III ambulance to service the City of Lindsborg during the Agreement, the subsidy for 2025 and 2026 would be increased by $30,000 each year.

6. Termination.

6.1. Notwithstanding Section 4, Agency may terminate this Agreement in the event of material breach ("**Material Breach**") by AMR of this Agreement. Material Breach shall include:

(a) Failure to provide Services consistent with the prevailing standards of care in the ambulance industry, such that the continued delivery of such Services would pose a serious and imminent threat to the health and safety to the residents of the Service Area;

(b) Failure to comply with any other material provision of this Agreement.

6.2. As a condition precedent to termination by Agency, Agency shall provide AMR with no less than thirty (30) days' advance written notice citing, with specificity, the basis for the Material Breach (the **"Breach Notice"**). In the event AMR shall have cured the Material Breach within such thirty (30) days period, or such longer period as may be specified in the Breach Notice, this Agreement shall remain in full force and effect. In the event Agency reasonably deems AMR to remain in Material Breach as of the end of the notice period specified in the Breach Notice, Agency shall provide AMR with a notice of termination

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(**"Termination Notice"**), setting forth the specific reasons Agency believes AMR remains in Material Breach and the effective date of termination (**"Termination Date"**), which shall be no less than thirty (30) days from the date of the Termination Notice.

6.3. AMR may appeal Agency's Breach Notice or Termination Notice, by filing a notice of appeal (**"Appeal Notice"**) with Agency's Governing Body at least twenty (20) days prior to the Termination Date. Following receipt of such Appeal Notice, the Governing Body shall hold a hearing as soon as reasonably practicable, in which AMR shall be entitled to contest the Breach Notice and/or Termination Notice, as the case may be. Agency's Governing Body may affirm or reverse the Breach or Termination Notice or may provide AMR with additional time within which to cure the Material Breach. Notwithstanding Section 6.2, this Agreement shall remain in effect until Agency's Governing Body has issued a written decision following the appeal. The written decision of Agency's Governing Body shall be binding on the parties. Notwithstanding the foregoing, nothing herein shall impair the rights of either party to seek damages or such other relief as may be available under applicable law in a court of competent jurisdiction.

6.4. AMR shall post a performance bond in the amount of one hundred thousand dollars ($100,000) to secure its performance hereunder. Such performance bond may consist of either a surety bond issued by a licensed insurer or surety within the state of Kansas or a letter of credit issued by a licensed bank. In the event of termination due to Material Breach by Agency, Agency shall be entitled to draw on such performance bond.

6.5. Either party may terminate this Agreement upon with or without cause on one hundred eighty (180) days written notice to Agency.

6.6. In the event of termination by either party for any reason, or of expiration of this Agreement, AMR shall cooperate with Agency and with the successor provider to help assure a smooth transition.

7. Billing and Payment.

7.1. AMR shall be solely entitled to perform, and responsible for performing, billing of patients and third-party payers and collection therefrom for Services provided hereunder. Agency shall not bill or permit any other party to bill patients or third-party payors, for EMS, including but not limited to transport, first response or dispatch services provided in connection with an Emergency Call.

7.2. AMR shall comply with all applicable laws governing billing and collection, including but not limited to laws and regulations applicable to patients covered by Medicare, Medicaid, Tricare and other public or private reimbursement programs.

7.3. AMR shall further comply with the rate requirements set forth in the Agency Policy or ordinance set forth in **Exhibit 3** (**"Rate Limitations"**). Agency agrees that it shall increase such rates on an annual basis in an amount equal to any increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Kansas City Area (or any successor index) up to 2.5% annually. The intent of such formula is to assure that the effective rates permitted by Agency, after taking into account AMR's collection ratio, increase by an amount equal to the CPI.) Further, AMR may request an additional increase based on cost factors such as unexpected or unusual increases in the cost of fuel, supplies or labor, or new regulatory or patient care standards, and Agency shall grant any such request if supported by credible documentation.

8. Mutual Cooperation.

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8.1. The parties shall fully cooperate with each other to assist AMR in the performance of this Agreement.

8.2. Each party shall designate a primary liaison, who shall be the primary point of contact for the other party in connection with the performance of this Agreement. In the event either party is dissatisfied with the other party's conduct or performance related to this Agreement, the primary liaison for each party shall meet and confer, with such other personnel as they may deem appropriate, in order to informally resolve such issue, if possible.

9. Reports.

9.1. The parties agree to meet in good faith and discuss what reports should be produced by AMR. Upon reasonable requests, AMR shall produce such reports under mutually agreeable formats and deadlines.

10. Community Education.

10.1. Agency desires that AMR take significant steps to improve access to the 9-1-1 system and participate in community education programs emphasizing preventive health care. These programs are to be made available to schools and community groups.

11. Additional Services.

11.1. AMR, when available, shall provide stand-by service at police and/or fire emergency scenes whenever reasonably requested by the Agency at no additional charge to the Agency. AMR may charge school districts, colleges, public agencies, and private entities for standby services.

12. Insurance.

12.1. Each party shall maintain, throughout the term of this Agreement, the insurance coverage specified on **Exhibit 4** (**"Insurance"**). Each party shall furnish to the other certificates evidencing such coverage prior to the effective date hereof, and providing for no less than thirty (30) days advance written notice to the other party prior to the cancellation or non-renewal of such coverage and a 10 day notice of cancellation due to non-payment.

13. Indemnification.

13.1. Each party (the "Indemnitor") shall indemnify, defend and hold the other, and its employees and agents (collectively the "Indemnitee") harmless against any claims, liability, losses or damages (collectively "Claims"), incurred by the Indemnitee which arise from any breach of this Agreement or any negligent, intentional or other tortious act or failure to act of the Indemnitor related to the performance of this Agreement. This provision shall survive the termination of this Agreement. The Indemnitee agrees to promptly notify the Indemnitor of any Claim against it which it expects to give rise to a duty of indemnity by the Indemnitor.

14. **MISCELLANEOUS**.

14.1. **Notices**. Any notice provided pursuant to this Agreement shall be in writing and shall be deemed given (1) if by hand delivery, upon receipt thereof, (2) if mailed within the United States, 3 days after deposit in the United States mails, postage prepaid, certified mail return receipt requested, (3) if by overnight or similar third-party courier service, then upon delivery thereof as confirmed by such service, (4) if by

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e-mail transmission, upon written confirmation by the intended recipient. All notices shall be sent to the addresses set forth on the signature page hereto or such other address as a party may in the future specify in writing to the other party.

14.2. **Laws and Regulatory.** The parties: (a) will comply in all material respects with all applicable federal, state and local laws and regulations including, the federal Anti-kickback statute; (b) represent and warrant that it is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement and any remuneration set forth in this Agreement is fair market value and negotiated at arm-length; (c) will comply with the provisions under the Health Insurance Portability and Accountability Act of 1996 and its regulations; (d) acknowledge that if it is a cost reporting entity that it has been informed of, and will fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid pursuant to this Agreement in a way that complies with all applicable federal, state and local laws and regulations that establish a "Safe Harbor" for discounts; (e) represent and warrant that neither it nor any practitioner who orders or provides services on its behalf has been convicted of any conduct that constitutes grounds for mandatory exclusion under any federal or state law and each party further represents and warrants that it is not ineligible to participate in federal or state health care programs or in any other federal or state government payment program; (f) will make available to the other a copy of its code of conduct, anti-kickback policies and other compliance policies, as may be changed from time-to-time; (g) represents and warrants that neither it nor any of its officers or directors have been convicted of a crime against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (h) represent and warrant that it and its personnel are and, shall at all times during the term of this Agreement be, properly credentialed, licensed, certified and in good standing in accordance with all applicable federal, state, and local laws and regulations; and (i) will notify the other party immediately but no less than five (5) days of any actual knowledge contrary to the requirements set forth in this section.

14.3. **Miscellaneous.** This Agreement: (a) constitutes the entire agreement between the parties with respect to the subject matter, superseding all prior oral or written agreements with respect to the subject matter; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party (except to affiliates, parents or subsidiaries), such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the services are rendered, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement may be executed in several counterparts (including by DocuSign or other electronic means), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; (g) this Agreement shall not be effective until executed by both Parties; (h) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable; and (i) except as otherwise provided herein, no waiver of

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any of the provisions of this Agreement shall be valid or effective unless in writing and signed by the Parties hereto; and no waiver of any breach or condition of this Agreement shall be deemed to be a continuing waiver or a waiver of any other breach or condition. The Parties represent and warrant that they have not relied upon any prior or contemporaneous writings, negotiations, proposals, agreements, communications, discussions or representations. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING BETWEEN THE PARTIES AND ARISING UNDER THIS AGREEMENT.

<<Signatures on Next Page>>

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By signing below, each party acknowledges that the undersigned has carefully read and fully understands this Agreement, and each Party agrees to be bound by the terms of this Agreement.

Agency:

By: DocuSigned by: Gregory A. DuMars 6A2A2039B668424...
Name: Gregory A. DuMars
Title: City Administrator
Address: City Administrator

Phone:
E-mail: gregd@lindsborgcity.org
Date: 5/26/2021

Company:

By: DocuSigned by: Steven Dralle C295F8815284G2...
Name: Steven Dralle
Title: President -South Region
Address: 6363 S. Fiddler's Green Circle
Ste 1400
Greenwood Village, CO 80111

Phone:
E-mail: steven.dralle@gmr.net
Date: 5/21/2021

Exhibit 1 – Service Area
Exhibit 2 – Agency Fire Stations and/or Other Locations to be Used by AMR
Exhibit 3 – Rate Limitations
Exhibit 4– Insurance

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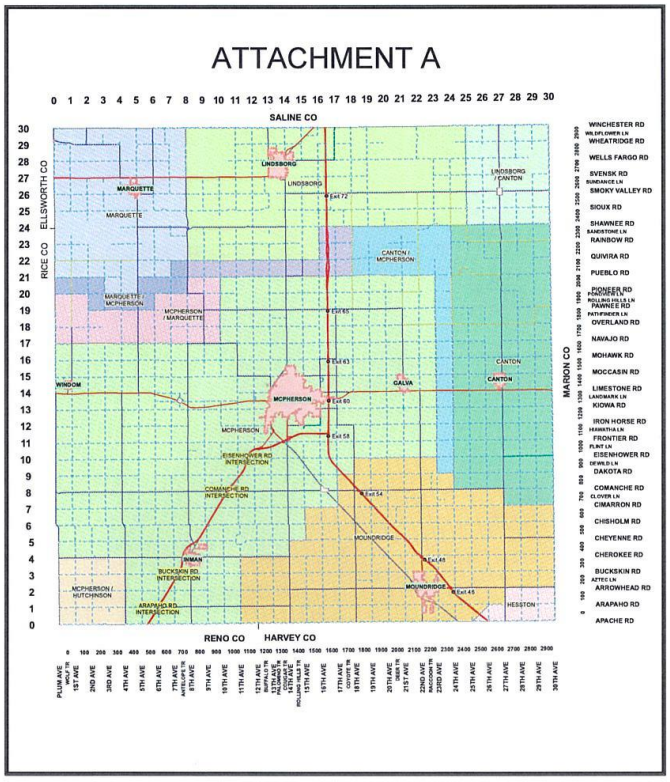
EXHIBIT 1
SERVICE AREA

The Service Area shall consist of the following area:

Lindsborg Ambulance District

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ATTACHMENT A



McPherson County
EMS Districts





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SERVICES

AMR shall have the exclusive right to provide, and shall provide, directly or through Subcontractors, the following services within the Service Area:

EMERGENCY ALS AND BLS AMBULANCE SERVICES

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EXHIBIT 2
AGENCY LOCATIONS AND RADIO EQUIPMENT TO BE USED BY AMR

BUILDING

The EMS Station located behind the main station at 102 S. 1st Street Lindsborg, KS 67456

OTHER EQUIPMENT (to be replaced as necessary)

Zoll X Series Monitor/defibrillator (x2)
Stryker Power-PROXT Stretcher (x2)
LUCAS device (x2)
Laerdal portable suction device (x2)
Arrow EZ-IO Power Drive Kit (x2)
Stryker Stair Chair (x2)
Hartwell Medical Fast Splint (3 sizes & Pump (x2)

RADIOS (to be replaced as necessary)

Make	Model	Type	Quantity
MA-Comm	**P5100**	**Portable**	**7**
Motorola	**APX900**	**Portable**	**6**
Harris	**LPE-200**	**Portable**	**2**
Unication	**G5B**	**Voice Pagers**	**10**
Motorola	**AOX6500**	**Mobile**	**2**

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EXHIBIT 3
RATE LIMITATIONS

Charge Description	Year 1	Year 2	Year 3	Year 4	Year 5
Response/treatment without transport	SEE BELOW*	annual increase up to 2.5% based on current CPI (any rateincrease over that requires approval from the City)			
BLS Non-Emergent	**$704.17**	annual increase up to 2.5% based on current CPI (any rateincrease over that requires approval from the City)			
BLS Emergent	**$704.17**	annual increase up to 2.5% based on current CPI (any rateincrease over that requires approval from the City)			
ALS Level 1 Non-Emergent	**$871.54**	annual increase up to 2.5% based on current CPI (any rateincrease over that requires approval from the City)			
ALS Level 1 Emergent	**$871.54**	annual increase up to 2.5% based on current CPI (any rateincrease over that requires approval from the City)			
ALS Level 2	**$1,306.11**	annual increase up to 2.5% based on current CPI (any rateincrease over that requires approval from the City)			
Standby	**$85.00** per hour	annual increase up to 2.5% based on current CPI (any rateincrease over that requires approval from the City)			
Ground Mileage	**$17.00** per mile	annual increase up to 2.5% based on current CPI (any rateincrease over that requires approval from the City)			

***Note on "Response/treatment without transport":** Patient will only be charged when actual intervention such as IV access and/or medication has been provided, per approved rates by the City of Lindsborg.

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EXHIBIT 4
INSURANCE

At all times during the term of this Agreement, AMR shall maintain general, professional and automobile liability insurance coverage in a minimum amount of One Million Dollars ($1,000,000) per occurrence, and two million dollars ($2,000,000) in the annual aggregate, providing coverage for the negligent acts or omissions of such party and its employees and agents. In the event such coverage is provided under a "claims made" policy, such coverage shall remain in effect (or the covered party shall procure equivalent "tail coverage") for a period of not less than three (3) years following termination of this Agreement. AMR shall provide umbrella excess liability insurance coverage in a minimum amount of One Million Dollars ($1,000,000) per occurrence, and two million dollars ($2,000,000) in the annual aggregate AMR's general and automotive insurance policies shall list City of Lindsborg as an additional insured and include a waiver of subrogation.