CITY COUNCIL MEETING
AGENDA
SEPTEMBER 21, 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) Budget Hearing September 8, 2026
      2) Regular Meeting September 8, 2026
   B. Payroll Ordinance No. 5610
   C. Purchase Order Ordinance No. 5611
7. APPOINTMENTS

   A. Planning Commission
8. COMMITTEE/STAFF REPORTS
9. OLD BUSINESS
   A. Bethany College Memorandum of Agreement
10. NEW BUSINESS
    A. Design Agreement for U-2594-01 CCLIP
    B. Merchant Services Processor Agreement
    C. Peterson Water Rights Lease
    D. Letter of Intent – Legacy Grant for Riverside Park Restroom Project
    E. Review/Revise Flock Safety Camera policy
    F. Special Traffic Enforcement Program
11. EXECUTIVE SESSION
12. OTHER
13. ADJOURNMENT

LINDSBORG
KANSAS

Upcoming Meetings

SEPTEMBER 2026

Tues. September 1	3:00 p.m.	CVB Advisory Board Meeting
Mon. September 7		City offices closed for Labor Day
Tues. September 8	6:00 p.m.	Budget Hearing
	6:30 p.m.	City Council Meeting
	6:30 p.m.	Board of Zoning Appeals (as required)
Tues. September 15	8:30 a.m.	Tree Board Meeting
	6:30 p.m.	Design Review Board (as required)
Mon. September 21	6:30 p.m.	City Council Meeting
Tues. September 22	6:30 p.m.	Planning Commission (as required)

OCTOBER 2026

Mon. October 5	6:30 p.m.	City Council Meeting
Tues. October 6	3:00 p.m.	CVB Advisory Board Meeting
Tues. October 13	6:30 p.m.	Board of Zoning Appeals (as required)
Mon. October 19	6:30 p.m.	City Council Meeting
Tues. October 20	8:30 a.m.	Tree Board Meeting
	6:30 p.m.	Design Review Board (as required)
Tues. October 27	6:30 p.m.	Planning Commission (as required)

LINDSBORG CITY COUNCIL
Lindsborg City Hall
September 08, 2026–6:00 p.m.
Budget Hearing Meeting Minutes

COUNCILMEMBERS PRESENT: Mayor Clark Shultz, Rebecca Van Der Wege, Kirsten Bruce, Larry Lysell, Ericka Lysell, Andrew Smith, Tyler Johnson

MEMBERS ABSENT: Lysa Palmer-Augusta

OTHERS PRESENT: Tanner Faust, Roxie Sjogren, David Hay, Chief Reed, Lauren Doak, Denny Walker, Holly Lofton, Milton Collins, Noah Flores, Scott Bontz, Angie Ahlstedt, Susan Nordell, Brandon Burch, Maggie Fischer

Mayor Shultz opened the budget hearing at 6:00 p.m.

PUBLIC INPUT:
There was no public comment.

BUSINESS:
City Administrator Tanner Faust and Finance Director David Hay shared information about the 2027 budget numbers. City staff proposed a revenue neutral budget with a mill levy of 48.977.

ADOPTION OF BUDGET:
Councilmember Andrew Smith proposed adopting the 2027 budget as presented. Motion was seconded by Councilmember Ericka Lysell and passed 6-0 by roll call vote.

Mayor Shultz closed the hearing at 6:18 p.m.

Respectfully Submitted,

Roxie Sjogren

Roxie Sjogren, MMC
City Clerk

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LINDSBORG CITY COUNCIL
Lindsborg City Hall
September 08, 2026–6:30 p.m.
Meeting Minutes

COUNCILMEMBERS PRESENT: Mayor Clark Shultz, Rebecca Van Der Wege, Kirsten Bruce, Larry Lysell, Ericka Lysell, Andrew Smith, Tyler Johnson

MEMBERS ABSENT: Lysa Palmer-Augusta

OTHERS PRESENT: Tanner Faust, Roxie Sjogren, Zach Strella, Holly Lofton, Denny Walker, Noah Flores, Milton Collins, David Hay, Chief Terry Reed, Lauren Doak, Scott Bontz, Brandon Burch, Maggie Fisher, Angie Ahlstedt, Kerrigan Guthrie, Hollybel Eddy, Laurin Burkhart, Quayd Burkhart, Susan Nordell, Jamie Samson, Skippy Rathlef, Ruth Leaf Krem, George Krem, Reva Esh, Gracie Barth, Elijah Barth, Mandy Todd, Russ Ware, Sam Bricker, Josh Doak, Mark Lott

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

PUBLIC INPUT:
Brandon Burch, Maggie Fischer, Kerrigan Guthrie, Susan Nordell, Hollybel Eddy and Elijah Barth all spoke on flock cameras.

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

MAYOR'S REPORT:
Mayor Shultz congratulated City Administrator Tanner Faust and his wife Delaney on their recent marriage.

CONSENT AGENDA
Councilmember Kirsten Bruce moved to approve the minutes from the August 17, 2026, with the update to the scrivener's error (correction to who called the meeting to order) regular Council meeting, Payroll Ordinance 5606, and Purchase Order Ordinance 5607. The motion was seconded by Councilmember Larry Lysell and passed 6-0 by roll call vote.

APPOINTMENTS:
There were no appointments.

COMMITTEE REPORTS:
There were no committee reports.

NEW BUSINESS:
League of Kansas Municipalities Voting Delegates
The League of Kansas Municipalities will hold its annual business meeting on Saturday, October 10, 2026, during the annual conference in Wichita. K.S.A. Supp. 12-1601f provides that "The governing body of each member city may elect city delegates from among the city's officers to represent the city in the conduct and management of the affairs of the League of Kansas Municipalities."

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Article 2, Section 2 of the League Bylaws states: "When a city is a member of the League, any elected or appointed officers of such city may be elected by the city governing body as voting delegates and alternate voting delegates, in accordance with the provisions of Article 4 of these Bylaws, to represent the city in any meeting of the voting delegates and in the conduct of any other affairs of the instrumentality requiring action of the member cities. Alternate voting delegates may vote on matters before a meeting of the voting delegates in the absence of the regular delegate. A voting delegate or alternate shall qualify by having his or her name, city, title, and address registered with the executive director and shall hold such position while qualified and until a successor is elected and qualified."

Determined by our population, Lindsborg may have two (2) voting delegates. The League requires notice of voting delegate selections prior to September 18, 2026, for the delegates to participate in the meeting.

Mayor Clark Shultz, City Administrator Tanner Faust and City Clerk Roxie Sjogren will attend the League conference on behalf of the City of Lindsborg.

Councilmember Larry Lysell moved to approve Mayor Clark Shultz and City Administrator Tanner Faust as voting delegates to the League of Kansas Municipalities with City Clerk Roxie Sjogren serving as the alternate. Motion was seconded by Council President Rebecca Van Der Wege and passed 6-0 by voice vote.

Standard Traffic Ordinance: Ordinance No. 5608
Published by the League of Kansas Municipalities since 1960, the Standard Traffic Ordinance (STO) is an efficient, economical way to regulate traffic in Kansas cities. Each year, the League publishes the latest version of the STO Book for Kansas Cities, addressing traffic violations that includes changes/updates after the legislative session.

The following sections were modified in the 53rd edition of the STO published in 2026.

Definitions:
Added: Hand-free Device

Amended:
Section 93. Parking Disabled and Other Vehicles.
Section 126.1. Obstructing License Plates.
Section 126.1.1. Display of License Plate.
Section 181. One-Way Glass and Sun Screening Devices.
Section 201.1. Failure to Comply with a Traffic Citation.

New:
Section 126.2.1. Use of Wireless Communication Devices in School Zones and Construction Zones.
Section 169.2. Use of Lights in Road Construction Zones.

Council President Rebecca Van Der Wege moved to approve Ordinance No. 5608, adopting the Standard Traffic Ordinance Book for 2026. Motion was seconded by Councilmember Ericka Lysell and passed 6-0 by roll call vote.

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Uniform Public Offense Code: Ordinance No. 5609
Published by the League of Kansas Municipalities since 1980, the Uniform Public Offense Code (UPOC) contains approximately 100 public offenses that can be adjudicated in municipal courts. While many of the provisions parallel state law, the UPOC also contains offenses that are frequently enforced only within cities.

Each year, the League publishes the latest version of the UPOC Book for Kansas Cities "designed to provide a comprehensive public offense ordinance for cities" that includes changes/updates after the legislative session. The following sections were modified in the 42nd edition of the UPOC published in 2026:

The following sections were modified in the 42nd edition of the UPOC published in 2026.

Definitions:

Amended: Cardholder
Financial Card

Definitions:

Added: Closed-Loop Gift Card
First Responder
Feral Cat
Gift Card
Gift Card Issuer
Gift Card Redemption Information
Gift Card Seller
Grain
Hay
Implement of Husbandry
Livestock
Open-Loop Gift Card

Amended:

Section 3.1.1. Domestic Battery.
Section 6.1. Theft.
Section 6.17 Criminal Use of a Financial Card or Gift Card.

New:

Section 3.5.1 Unlawful Approach to a First Responder
Section 11.11 Cruelty to Animals

Councilmember Andrew Smith moved to approve Ordinance No. 5609, adopting the Uniform Public Offense Code Book for 2026. Motion was seconded by Councilmember Larry Lysell and passed 5-1 with Councilmembers Ericka Lysell, Kirsten Bruce, Larry Lysell, Andrew Smith, and Rebecca Van Der Wege voting yea and Councilmember Tyler Johnson voting nay.

Audit Request for Proposal Selection
The City issued a Request for Proposals (RFP) for independent audit services and received proposals from three qualified Kansas firms. The RFP evaluation considered firm qualifications, governmental audit experience, staffing, audit approach, quality control procedures, references, independence, and cost.

Adams Brown has served as the City's independent auditor since the 2015 audit and has developed extensive knowledge of the City's operations, including its utility functions, debt obligations, statutory reporting requirements, and financial systems. Adams Brown's proposal demonstrated significant experience in Kansas governmental auditing, serving 46 cities and 123 other municipalities throughout

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the state. The firm maintains a dedicated governmental audit practice with nine professionals devoted exclusively to municipal audits and performs approximately 25 Single Audits annually.

The proposal also outlined a structured, risk-based audit approach, the use of secure electronic document exchange, and a commitment to timely completion of audit fieldwork and reporting. Adams Brown's governmental practice leadership includes active participation in Kansas municipal accounting and auditing organizations and national governmental auditing committees.

Three-Year Total for Audit Services (Excludes Single Audit Costs Due to Their Infrequent Occurrence)

Adams Brown: $45,000

Loyd Group: $45,000

Gordon CPA: $43,500

Councilmember Andrew Smith moved to approve the proposal from Adams Brown, LLC to perform the City's annual independent audit for fiscal years 2026, 2027, and 2028, and authorize the Mayor to execute the engagement agreement. Motion was seconded by Councilmember Larry Lysell and passed 6-0.

Memorandum of Agreement (MOA): Outdoor Sports Complex
Historically, there has been an agreement between Bethany College, the City of Lindsborg, and USD 400 regarding the use of Bethany College's "outdoor sports complex". The City of Lindsborg currently uses Bethany's softball fields and occasionally their practice soccer fields on the far east side of campus. Bethany has not charged the city for use of the space and in return the city has offered in-kind donations in exchange for compensation.

The proposed agreement outlines current verbal arrangements and adds the city's offering of one pool party for Bethany College as "in-kind donations" in lieu of rent.

***Gifts In Kind**. In lieu of rental payments during the term of this agreement, the City shall provide the following gifts in kind to Bethany College, subject to mutual agreement and availability:*

- *The City will waive all fees associated with event setup and teardown at the Sundstrom Conference Center for official Bethany College events;*
- *One (1) Bethany College Pool Party;*
- *Bethany College golf team members may play at Lindsborg Golf Course free of charge;*
- *Bethany College students will receive a discounted membership at Lindsborg Golf Course; and*
- *The Bethany College Cross Country team may practice once per week at the Lindsborg Golf Course outside of posted clubhouse hours.*

The agreement also establishes an outdoor sports complex board to allow the three referenced organizations to have productive discussions about the use, maintenance, and programming of the space. The agreement will be reevaluated after one year.

Discussion occurred regarding the MOA with Bethany College. No motion was made, and the item concluded without action.

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Lindsborg Childcare Development Center Budget Request
Josh Doak, Lindsborg Childcare Development Center (LCDC) President, approached the Council on August 17th to request public support of the Lindsborg Childcare Development Center. The request presented included a request for $25,000 utility credit.

During that meeting, the Council was also presented with a copy of the "granting of public funds" policy for the City of Lindsborg. The policy does not directly address utility credits but does address general fund appropriations. This item is being brought to the Council for their consideration and guidance for city staff.

As included in the last agenda item and in reference to the policy:

The policy statement reads as follows: "The City Council of the City of Lindsborg has stewardship, management responsibility and accountability of local public funds. In the granting of funding requests from organizations, the City Council must ensure that the grant of funds meets a 'public purpose' and that the grantee provides accountability for the use of the local public funds."

Regarding general fund allocations, the policy states: "The City shall not participate in any working capital or ongoing general operating funding requests by an organization."

Under the referenced policy, the City Council has final authority over requests for direct grants of public funds and must approve any such request. The current policy addresses general fund appropriations but does not specifically address utility credits.

There will be no impact on the mill levy, rather a loss of revenue to each respective enterprise fund. If the Council decides that public funds shall be allocated to LCDC, it would be my recommendation to offer a 6-month utility abatement as opposed to a fixed amount as originally requested. This mechanism would provide 6 months of relief and provide better cash flow while LCDC implements the changes discussed by Mr. Doak.

Councilmember Tyler Johnson moved notwithstanding the granting of the public funds policy to authorize a 12-month utility abatement for the Lindsborg Child Development Center beginning with the next utility bill. Motion seconded by Councilmember Larry Lysell and passed 6-0 by roll call vote.

ADJOURNMENT:
Councilmember Kirsten Bruce moved for adjournment, seconded by Councilmember Andrew Smith, and passed 6-0 by voice vote. The meeting was adjourned at 7:34 p.m.

Respectfully Submitted,

Roxie Sjogren

Roxie Sjogren, MMC
City Clerk

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City of Lindsborg, KS

Expense Approval Register

APPKT00758 - 2026.9.21 "A" COUNCIL PAYABLES

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ANIXTER INC					
ANIXTER INC	6833219-00	09/21/2026	CABINET FBRGLS GRD BAR	070-5-021-5000	1,980.00
ANIXTER INC	6877443-00	09/21/2026	DK BROWN WRAP POLE	070-5-021-5000	694.82
ANIXTER INC	6879574-00	09/21/2026	CLASS 5 40 FT WOOD POLE	070-5-021-5000	1,072.32
				Vendor ANIXTER INC Total:	**3,747.14**
Vendor: CARD SERVICES - UMB CREDIT CARD					
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	2ND QTR FINANCIALS FOR N...	001-5-002-4102	216.84
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	TOLLS - T FAUST	001-5-002-4110	2.02
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Patterson Family Foundation...	001-5-002-4110	131.76
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	GFOA Uber Hotel to Airport	001-5-002-4110	68.44
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	GFOA Hotel Hay	001-5-002-4110	1,118.31
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	PSHRA CONFERENCE	001-5-002-4110	308.80
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	TRAVEL INSURANCE	001-5-002-4110	27.30
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Funeral Flowers - E Steinbruc...	001-5-002-5000	87.00
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	RO for main floor	001-5-002-5000	179.99
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	PSHRA ANNUAL CONFERENC...	001-5-002-8100	999.00
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Carson Dare Training	001-5-003-4110	209.82
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Dinner for User Training Tyler..	001-5-003-4110	47.55
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	382 week 2 of Dare	001-5-003-4110	524.55
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	382 Dare	001-5-003-4110	524.55
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Lunch for Admin Training For...	001-5-003-4110	64.89
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Legos for Drawing at Lindsbo...	001-5-003-5000	45.91
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Membership TNOA	001-5-003-5000	70.00
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	SINGLE CO MONITORS	001-5-004-5000	297.04
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Registration for DARE trainin...	001-5-004-8100	409.00
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	streets - grease cartridges	001-5-006-5000	69.90
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Stick art/photos	001-5-008-4000	25.00
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Bestsquaremileonearth.com	001-5-008-4000	112.36
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	ADA website compliance	001-5-008-4000	49.00
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Stick art/photos	001-5-008-4000	25.00
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Online community map of to...	001-5-008-4000	24.00
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Video editing software	001-5-008-4000	21.99
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Social media ads	001-5-008-4000	72.93
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Cloud storage	001-5-008-4000	0.99
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	ChatGPT subscription	001-5-008-4000	20.00
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Travel writer	001-5-008-4110	41.46
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Travel guide shipping	001-5-008-5105	13.25
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Travel guides postage.	001-5-008-5105	24.80
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Leadership book - used	001-5-008-8100	8.67
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Lifeguard certification	001-5-012-4000	300.00
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Lifeguard certification	001-5-012-4000	780.00
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Pizza for lifeguards	001-5-012-5000	24.24
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Event planning software	001-5-014-4000	108.99
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Lunch meeting	001-5-014-4110	37.89
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	BC College lunch meeting wit...	001-5-014-4110	21.12
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Sundstrom kitchen service it...	001-5-014-5000	234.94
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	SUNDSTROM LIQUOR PURC...	001-5-014-5202	533.50
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Continuing Education	021-5-001-4000	275.00
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Design software	021-5-001-4000	12.99
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Tracking software	021-5-001-4000	79.00
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Member/Guest tournament ...	023-5-001-5000	73.32
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Member/Guest tournament ...	024-5-001-4250	20.83
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Golf Tournament Prize	024-5-001-4250	74.23
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Member/Guest tournament ...	024-5-001-4250	1,132.56

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	New flags at golf course	024-5-001-5000	329.00
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Social media ads for summer...	036-5-001-4000	100.00
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Social media ads	036-5-001-4000	2.72
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Social media ads	036-5-001-4000	25.00
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Rod Schrage - Large Load Pla...	070-5-021-8100	0.50
CARD SERVICES - UMB CREDI...	AUGUST 2026 CC	09/25/2026	Rod Schrage - Large Load Pla...	070-5-021-8100	133.14
				Vendor CARD SERVICES - UMB CREDIT CARD Total:	**10,141.09**
Vendor: Clover					
Clover	INV0003672	09/01/2026	CLOVER APP FEE	001-5-014-9200	32.95
				Vendor Clover Total:	**32.95**
Vendor: COMPLIANCEONE					
COMPLIANCEONE	INV0003662	09/21/2026	MONTHLY CHARGE 8.1.26	001-5-006-4000	15.50
COMPLIANCEONE	INV0003662	09/21/2026	MONTHLY CHARGE 8.1.26	070-5-021-4000	15.50
				Vendor COMPLIANCEONE Total:	**31.00**
Vendor: COX BUSINESS					
COX BUSINESS	INV0003660	09/21/2026	COX SERVICE	001-5-003-4000	15.01
COX BUSINESS	INV0003660	09/21/2026	COX SERVICE	001-5-004-4000	15.01
				Vendor COX BUSINESS Total:	**30.02**
Vendor: CUTLER CROOMES					
CUTLER CROOMES	INV0003677	09/21/2026	REIMBURSEMENT HYD FLUID	028-5-001-5000	27.49
CUTLER CROOMES	INV0003677	09/21/2026	REIMBURSEMENT HYD FLUID	084-5-001-5000	27.50
				Vendor CUTLER CROOMES Total:	**54.99**
Vendor: DAVID HAY					
DAVID HAY	INV0003665	09/21/2026	PER DIEM KSGFOA	001-5-002-4110	65.00
				Vendor DAVID HAY Total:	**65.00**
Vendor: DAVID KING					
DAVID KING	INV0003667	09/21/2026	PER DIEM 21ST ANNL IMPAI...	001-5-003-4110	66.00
				Vendor DAVID KING Total:	**66.00**
Vendor: DSO ELECTRIC COOPERATIVE, INC.					
DSO ELECTRIC COOPERATIVE,..	INV0003678	09/25/2026	UTILITIES	024-5-001-4205	690.22
DSO ELECTRIC COOPERATIVE,..	INV0003678	09/25/2026	UTILITIES	084-5-001-4205	4,610.85
				Vendor DSO ELECTRIC COOPERATIVE, INC. Total:	**5,301.07**
Vendor: E-M SAND & GRAVEL, LLC					
E-M SAND & GRAVEL, LLC	0826651	09/21/2026	AB3 FOR STOCK PILE	001-5-006-5000	525.95
				Vendor E-M SAND & GRAVEL, LLC Total:	**525.95**
Vendor: ENTERPRISE FM TRUST					
ENTERPRISE FM TRUST	FBN5734688	09/21/2026	Fleet Lease - Admin Escape	078-5-001-5500	31.00
ENTERPRISE FM TRUST	FBN5734688	09/21/2026	Fleet Lease - Chief	078-5-001-5501	31.00
ENTERPRISE FM TRUST	FBN5734688	09/21/2026	Fleet Lease - Detective	078-5-001-5501	31.00
ENTERPRISE FM TRUST	FBN5734688	09/21/2026	Fleet Lease - Interceptor	078-5-001-5501	31.00
ENTERPRISE FM TRUST	FBN5734688	09/21/2026	Fleet Lease - FIRE	078-5-001-5502	31.00
ENTERPRISE FM TRUST	FBN5734688	09/21/2026	Fleet Lease - PW Director	078-5-001-5503	204.71
ENTERPRISE FM TRUST	FBN5734688	09/21/2026	Fleet Lease - Parks Lightning	078-5-001-5504	1,224.47
ENTERPRISE FM TRUST	FBN5734688	09/21/2026	Fleet Lease - Parks	078-5-001-5504	870.16
ENTERPRISE FM TRUST	FBN5734688	09/21/2026	Fleet Lease - Rec	078-5-001-5509	818.86
ENTERPRISE FM TRUST	FBN5734688	09/21/2026	Fleet Lease - WASTE WATER	078-5-001-5511	120.74
ENTERPRISE FM TRUST	FBN5734688	09/21/2026	Fleet Lease - PW Director	078-5-001-5511	204.71
ENTERPRISE FM TRUST	FBN5734688	09/21/2026	Fleet Lease - Admin Explorer	078-5-001-5514	684.14
ENTERPRISE FM TRUST	FBN5734688	09/21/2026	Fleet Lease - PW Director	078-5-001-5514	204.72
ENTERPRISE FM TRUST	FBN5734688	09/21/2026	Fleet Lease - Meter Read	078-5-001-5516	818.86
ENTERPRISE FM TRUST	FBN5734688	09/21/2026	Fleet Lease - PW Director	078-5-001-5516	204.72
				Vendor ENTERPRISE FM TRUST Total:	**5,511.09**
Vendor: FIRST DATA					
FIRST DATA	INV0003673	09/01/2026	SUNDSTROM FEES	001-5-014-9200	28.13
FIRST DATA	INV0003674	09/01/2026	SUNDSTROM INTERCHANGE ...	001-5-014-9200	3.20
FIRST DATA	INV0003675	09/01/2026	SUNDSTROM SERVICE CHAR...	001-5-014-9200	32.99
				Vendor FIRST DATA Total:	**64.32**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: FIRST WIRELESS, INC					
FIRST WIRELESS, INC	WT75799	09/21/2026	DIAGNOSTIC/BENCH REPAIR	001-5-003-4000	125.00
				Vendor FIRST WIRELESS, INC Total:	**125.00**
Vendor: GRABER'S ACE - MCPHERSON					
GRABER'S ACE - MCPHERSON	915423	09/21/2026	BRUSH SET/SILICONE	084-5-001-5000	37.16
GRABER'S ACE - MCPHERSON	915162	09/21/2026	SWING PP BRBCPLNG	001-5-007-5000	3.56
				Vendor GRABER'S ACE - MCPHERSON Total:	**40.72**
Vendor: INTOXIMETERS, INC.					
INTOXIMETERS, INC.	824052	09/21/2026	INTOXIMETER SUPPLIES	001-5-003-5000	850.00
				Vendor INTOXIMETERS, INC. Total:	**850.00**
Vendor: IRON HORSE PUMP & WELL, LLC					
IRON HORSE PUMP & WELL, ...	1863	09/21/2026	GRUNFOS 1/2 HP MOTOR/C...	024-5-001-4000	639.69
				Vendor IRON HORSE PUMP & WELL, LLC Total:	**639.69**
Vendor: JIM'S APPLIANCES OF INMAN, INC.					
JIM'S APPLIANCES OF INMAN,..	S04604	09/21/2026	SERVICE CALL IM REPIAR	029-5-001-4000	119.00
				Vendor JIM'S APPLIANCES OF INMAN, INC. Total:	**119.00**
Vendor: LEAGUE KS MUNICIPALITIES					
LEAGUE KS MUNICIPALITIES	200018660	09/21/2026	WEBINAR RECENT CASE LAW...	001-5-002-8100	25.00
				Vendor LEAGUE KS MUNICIPALITIES Total:	**25.00**
Vendor: LILYPAD SEPTIC & PORTABLE RESTROOMS SERVICES					
LILYPAD SEPTIC & PORTABLE...	16137	09/21/2026	PORTABLE RESTROOM SERVI...	024-5-001-4000	125.00
				Vendor LILYPAD SEPTIC & PORTABLE RESTROOMS SERVICES Total:	**125.00**
Vendor: LINDSBORG LAUNDRY, LLC					
LINDSBORG LAUNDRY, LLC	220518	09/21/2026	QUARTERLY SVC 10.1-12.31-...	070-5-021-4000	3,036.96
LINDSBORG LAUNDRY, LLC	220518	09/21/2026	QUARTERLY SVC 10.1-12.31-...	084-5-001-4000	3,036.95
LINDSBORG LAUNDRY, LLC	54272	09/21/2026	MAT SERVICE	001-5-002-4000	28.87
LINDSBORG LAUNDRY, LLC	54272	09/21/2026	MAT SERVICE	001-5-003-4000	5.83
LINDSBORG LAUNDRY, LLC	54272	09/21/2026	MAT SERVICE	001-5-004-4000	5.83
LINDSBORG LAUNDRY, LLC	54272	09/21/2026	MAT SERVICE	001-5-006-4000	8.48
LINDSBORG LAUNDRY, LLC	54272	09/21/2026	MAT SERVICE	001-5-007-4000	8.48
LINDSBORG LAUNDRY, LLC	54272	09/21/2026	MAT SERVICE	028-5-001-4000	8.35
LINDSBORG LAUNDRY, LLC	54272	09/21/2026	MAT SERVICE	070-5-021-4000	8.48
LINDSBORG LAUNDRY, LLC	54272	09/21/2026	MAT SERVICE	084-5-001-4000	8.36
LINDSBORG LAUNDRY, LLC	54288	09/21/2026	LAUNDRY SERVICE	001-5-014-4000	20.14
LINDSBORG LAUNDRY, LLC	54317	09/21/2026	LAUNDRY SERVICES	001-5-014-4000	32.00
LINDSBORG LAUNDRY, LLC	54169	09/21/2026	MAT SERVICE	001-5-002-4000	28.87
LINDSBORG LAUNDRY, LLC	54169	09/21/2026	MAT SERVICE	001-5-003-4000	8.62
LINDSBORG LAUNDRY, LLC	54169	09/21/2026	MAT SERVICE	001-5-004-4000	8.61
LINDSBORG LAUNDRY, LLC	54169	09/21/2026	MAT SERVICE	001-5-006-4000	8.48
LINDSBORG LAUNDRY, LLC	54169	09/21/2026	MAT SERVICE	001-5-007-4000	8.48
LINDSBORG LAUNDRY, LLC	54169	09/21/2026	MAT SERVICE	001-5-008-4000	5.30
LINDSBORG LAUNDRY, LLC	54169	09/21/2026	MAT SERVICE	028-5-001-4000	8.35
LINDSBORG LAUNDRY, LLC	54169	09/21/2026	MAT SERVICE	070-5-021-4000	8.48
LINDSBORG LAUNDRY, LLC	54169	09/21/2026	MAT SERVICE	084-5-001-4000	8.36
LINDSBORG LAUNDRY, LLC	54182	09/21/2026	LAUNDRY SERVICE	001-5-014-4000	20.14
LINDSBORG LAUNDRY, LLC	54215	09/21/2026	LAUNDRY SERVICE	001-5-014-4000	97.52
				Vendor LINDSBORG LAUNDRY, LLC Total:	**6,419.94**
Vendor: MALLORY SAFETY & SUPPLY LLC					
MALLORY SAFETY & SUPPLY ...	6504255	09/21/2026	GUN SIGHT	001-5-003-5000	333.99
				Vendor MALLORY SAFETY & SUPPLY LLC Total:	**333.99**
Vendor: MCPHERSON AREA SOLID WAST					
MCPHERSON AREA SOLID W...	528524	09/21/2026	LANDFILL - ELECTRIC	070-5-021-4000	50.99
MCPHERSON AREA SOLID W...	530230	09/21/2026	REFUSE SERVICE	001-5-002-4000	75.20
MCPHERSON AREA SOLID W...	530230	09/21/2026	FUEL SURCHARGE	001-5-002-4000	-135.33
MCPHERSON AREA SOLID W...	530230	09/21/2026	CART RENTAL	001-5-003-4000	3.06
MCPHERSON AREA SOLID W...	530230	09/21/2026	REFUSE SERVICE	001-5-006-4000	72.73
MCPHERSON AREA SOLID W...	530230	09/21/2026	REFUSE SERVICE	001-5-007-4000	255.58

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MCPHERSON AREA SOLID W...	530230	09/21/2026	SUMMER REFUSE SERVICE	001-5-012-4000	88.42
MCPHERSON AREA SOLID W...	530230	09/21/2026	REFUSE SERVICE	001-5-014-4000	62.95
MCPHERSON AREA SOLID W...	530230	09/21/2026	REFUSE SERVICE	024-5-001-4000	72.73
MCPHERSON AREA SOLID W...	530230	09/21/2026	REFUSE SERVICE	028-5-001-4000	31.55
MCPHERSON AREA SOLID W...	530230	09/21/2026	REFUSE SERVICE	070-5-021-4000	82.16
MCPHERSON AREA SOLID W...	530230	09/21/2026	CITY RECYCLING FUND	082-5-001-4000	1,526.00
MCPHERSON AREA SOLID W...	530230	09/21/2026	FUEL SURCHARGE	082-5-001-4000	400.92
MCPHERSON AREA SOLID W...	530230	09/21/2026	1450 CUSTOMERS @ $10.64	082-5-001-4000	18,427.62
MCPHERSON AREA SOLID W...	530230	09/21/2026	COMMERCIAL RECYCLING C...	082-5-001-4000	-162.00
MCPHERSON AREA SOLID W...	530230	09/21/2026	CURBSIDE RECYCLING @ $1....	082-5-001-4000	2,565.50
MCPHERSON AREA SOLID W...	530230	09/21/2026	ADD'L POLYCART CHARGES	082-5-001-4000	1,009.44
MCPHERSON AREA SOLID W...	530230	09/21/2026	CITY IMPROVEMENT FUND	082-5-001-4000	1,526.00
MCPHERSON AREA SOLID W...	530230	09/21/2026	REFUSE SERVICE	084-5-001-4000	31.54
				Vendor MCPHERSON AREA SOLID WAST Total:	**25,985.06**
Vendor: MCPHERSON COUNTY SHERIFF					
MCPHERSON COUNTY SHERI...	INV0003661	09/21/2026	INMATE HOUSING	001-5-003-4000	105.00
				Vendor MCPHERSON COUNTY SHERIFF Total:	**105.00**
Vendor: MCPHERSON QUALITY AIR, LLC					
MCPHERSON QUALITY AIR, L...	2026102935	09/21/2026	CLUB HOUSE AC MAINT.	024-5-001-4000	383.28
				Vendor MCPHERSON QUALITY AIR, LLC Total:	**383.28**
Vendor: MEDEVAC MIDAMERICA, INC					
MEDEVAC MIDAMERICA, INC	339733	09/21/2026	QUARTERLY BILLING APRIL, ...	029-5-001-4000	121,773.25
MEDEVAC MIDAMERICA, INC	343434	09/21/2026	QUARTERLY BILLING JULY, A...	029-5-001-4000	121,773.25
				Vendor MEDEVAC MIDAMERICA, INC Total:	**243,546.50**
Vendor: MENARDS					
MENARDS	76026	09/21/2026	TORCH KIT	070-5-021-5000	22.18
MENARDS	76164	09/21/2026	FLOOR CLEANER/PAINT SUPP...	028-5-001-5000	189.81
MENARDS	76339	09/21/2026	ALL SEASON SPREADER	024-5-001-5000	146.99
MENARDS	75530	09/21/2026	LED 16PK	029-5-001-5000	149.98
				Vendor MENARDS Total:	**508.96**
Vendor: NEX-TECH					
NEX-TECH	12347442	09/21/2026	WIRELESS SERVICE	001-5-003-4000	150.05
				Vendor NEX-TECH Total:	**150.05**
Vendor: PAYSIMPLE					
PAYSIMPLE	INV0003670	09/01/2026	SUNDSTROM CC FEES	001-5-014-9200	222.96
				Vendor PAYSIMPLE Total:	**222.96**
Vendor: PESTINGER DISTRIBUTING					
PESTINGER DISTRIBUTING	10108216	09/16/2026	BEER PURCHASE	024-5-001-5202	151.55
PESTINGER DISTRIBUTING	10107933	09/09/2026	BEER PURCHASE	024-5-001-5202	371.30
				Vendor PESTINGER DISTRIBUTING Total:	**522.85**
Vendor: PESTINGER HTG & A/C, INC.					
PESTINGER HTG & A/C, INC.	W94605	09/21/2026	GENERATOR MAINT/REPAIR	001-5-003-4000	68.75
PESTINGER HTG & A/C, INC.	W94605	09/21/2026	GENERATOR MAINT/REPAIR	001-5-004-4000	68.75
				Vendor PESTINGER HTG & A/C, INC. Total:	**137.50**
Vendor: PLUNKETT'S PEST CONTROL					
PLUNKETT'S PEST CONTROL	10623860	09/21/2026	SENTRICON PROGRAM 7/20...	024-5-001-4000	253.32
				Vendor PLUNKETT'S PEST CONTROL Total:	**253.32**
Vendor: PNC EQUIPMENT FINANCE, LLC					
PNC EQUIPMENT FINANCE, L...	2614741	10/15/2026	GOLF CART LEASE	024-5-001-4000	1,261.00
PNC EQUIPMENT FINANCE, L...	2614742	10/15/2026	GPS	024-5-001-4000	323.93
				Vendor PNC EQUIPMENT FINANCE, LLC Total:	**1,584.93**
Vendor: PRIORITY PAYMENT SYSTEMS					
PRIORITY PAYMENT SYSTEMS	INV0003671	09/01/2026	JARVIS RECREATION CC FEES	023-5-001-9200	191.45
				Vendor PRIORITY PAYMENT SYSTEMS Total:	**191.45**
Vendor: QUADIENT LEASING USA, INC.					
QUADIENT LEASING USA, INC.	Q2517985	09/02/2026	FOLDER INSERTER	028-5-001-4000	77.91

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
QUADIENT LEASING USA, INC.	Q2517985	09/02/2026	FOLDER INSERTER	070-5-022-4000	159.35
QUADIENT LEASING USA, INC.	Q2517985	09/02/2026	FOLDER INSERTER	082-5-001-4000	38.95
QUADIENT LEASING USA, INC.	Q2517985	09/02/2026	FOLDER INSERTER	084-5-001-4000	77.91
				Vendor QUADIENT LEASING USA, INC. Total:	**354.12**
Vendor: ROXIE SJOGREN					
ROXIE SJOGREN	INV0003663	09/21/2026	PER DIEM- LMK CONFERENCE	001-5-002-4110	59.00
				Vendor ROXIE SJOGREN Total:	**59.00**
Vendor: ROYAL FLUSH, LLC					
ROYAL FLUSH, LLC	0810164	09/21/2026	URINAL REPAIR	029-5-001-4000	224.50
				Vendor ROYAL FLUSH, LLC Total:	**224.50**
Vendor: RUSSELL ALMES					
RUSSELL ALMES	INV0003666	09/21/2026	PER DIEM 21 ANNL IMPARED..	001-5-003-4110	66.00
				Vendor RUSSELL ALMES Total:	**66.00**
Vendor: SALINA SUPPLY COMPANY					
SALINA SUPPLY COMPANY	S100308324-001	09/21/2026	KROWNEFAUCET/DECKMOU...	028-5-001-5000	225.49
				Vendor SALINA SUPPLY COMPANY Total:	**225.49**
Vendor: SAM'S CLUB					
SAM'S CLUB	INV0003679	09/28/2026	CONCESSIONS/CLEANING SU...	001-5-012-5200	98.94
SAM'S CLUB	INV0003679	09/28/2026	CONCESSIONS/CLEANING SU...	001-5-012-5200	157.10
SAM'S CLUB	INV0003679	09/28/2026	CONCESSIONS/CLEANING SU...	001-5-014-5000	30.04
SAM'S CLUB	INV0003679	09/28/2026	CONCESSIONS/CLEANING SU...	024-5-001-5000	19.98
SAM'S CLUB	INV0003679	09/28/2026	CONCESSIONS/CLEANING SU...	024-5-001-5000	26.96
SAM'S CLUB	INV0003679	09/28/2026	CONCESSIONS/CLEANING SU...	024-5-001-5000	7.93
SAM'S CLUB	INV0003679	09/28/2026	CONCESSIONS/CLEANING SU...	024-5-001-5200	136.74
SAM'S CLUB	INV0003679	09/28/2026	CONCESSIONS/CLEANING SU...	024-5-001-5200	109.56
SAM'S CLUB	INV0003679	09/28/2026	CONCESSIONS/CLEANING SU...	024-5-001-5200	110.92
				Vendor SAM'S CLUB Total:	**698.17**
Vendor: SODEXO, INC. & AFFILIATES					
SODEXO, INC. & AFFILIATES	233224	09/21/2026	CATERING	001-5-014-5200	2,100.00
SODEXO, INC. & AFFILIATES	233227	09/21/2026	CATERING	001-5-014-5200	40.00
				Vendor SODEXO, INC. & AFFILIATES Total:	**2,140.00**
Vendor: STANION WHOLESALE ELECTRIC CO.					
STANION WHOLESALE ELECT...	6173038-00	09/21/2026	WIRE THHN BLK 4/0	070-5-021-5000	595.80
				Vendor STANION WHOLESALE ELECTRIC CO. Total:	**595.80**
Vendor: SUNFLOWER PUBLISHING					
SUNFLOWER PUBLISHING	52001689	09/21/2026	KS MAGAZINE AD	036-5-001-4000	175.00
				Vendor SUNFLOWER PUBLISHING Total:	**175.00**
Vendor: THE AUTOWASH & STORAGE COMPOUND					
THE AUTOWASH & STORAGE...	INV0003669	09/21/2026	FLEET WASH	001-5-002-4000	37.80
THE AUTOWASH & STORAGE...	INV0003669	09/21/2026	FLEET WASH	001-5-003-4000	31.05
THE AUTOWASH & STORAGE...	INV0003669	09/21/2026	FLEET WASH	001-5-004-4000	12.60
THE AUTOWASH & STORAGE...	INV0003669	09/21/2026	FLEET WASH	001-5-006-4000	23.68
THE AUTOWASH & STORAGE...	INV0003669	09/21/2026	FLEET WASH	001-5-006-4000	8.91
THE AUTOWASH & STORAGE...	INV0003669	09/21/2026	FLEET WASH	001-5-007-4000	3.02
THE AUTOWASH & STORAGE...	INV0003669	09/21/2026	FLEET WASH	028-5-001-4000	8.92
THE AUTOWASH & STORAGE...	INV0003669	09/21/2026	FLEET WASH	028-5-001-4000	4.73
THE AUTOWASH & STORAGE...	INV0003669	09/21/2026	FLEET WASH	070-5-021-4000	8.92
THE AUTOWASH & STORAGE...	INV0003669	09/21/2026	FLEET WASH	070-5-021-4000	27.04
THE AUTOWASH & STORAGE...	INV0003669	09/21/2026	FLEET WASH	084-5-001-4000	8.92
				Vendor THE AUTOWASH & STORAGE COMPOUND Total:	**175.59**
Vendor: THE SERVICE CENTER, INC.					
THE SERVICE CENTER, INC.	4877	09/21/2026	GOLF CART TIRE REPAIR	024-5-001-4000	155.99
THE SERVICE CENTER, INC.	21301	09/21/2026	GOLF CART TIRE REPAIR	024-5-001-4000	194.25
				Vendor THE SERVICE CENTER, INC. Total:	**350.24**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: THE UNIVERSITY OF KANSAS					
THE UNIVERSITY OF KANSAS	INV0003668	09/21/2026	ORDER AB341C38 - INSTRUC...	001-5-003-8100	325.00
				Vendor THE UNIVERSITY OF KANSAS Total:	**325.00**
Vendor: TRAVELERS CL REMITTANCE CENTER					
TRAVELERS CL REMITTANCE ...	INV0003659	09/21/2026	NOTARY - ROXIE SJOGREN	001-5-002-4000	50.00
				Vendor TRAVELERS CL REMITTANCE CENTER Total:	**50.00**
Vendor: TREVOR MOSHER					
TREVOR MOSHER	INV0003664	09/21/2026	PER DIEM CRIM INVEST STR ...	001-5-003-4110	161.00
				Vendor TREVOR MOSHER Total:	**161.00**
Vendor: WEX BANK					
WEX BANK	115015787	09/21/2026	FUEL/DIESEL	001-5-002-5000	33.08
WEX BANK	115015787	09/21/2026	FUEL/DIESEL	001-5-003-5000	1,279.24
WEX BANK	115015787	09/21/2026	FUEL/DIESEL - PW DIRECTOR	001-5-006-5000	28.27
WEX BANK	115015787	09/21/2026	FUEL/DIESEL	001-5-006-5000	450.66
WEX BANK	115015787	09/21/2026	FUEL/DIESEL	001-5-007-5000	471.16
WEX BANK	115015787	09/21/2026	FUEL/DIESEL	023-5-001-5000	62.69
WEX BANK	115015787	09/21/2026	FUEL/DIESEL	028-5-001-5000	342.43
WEX BANK	115015787	09/21/2026	FUEL/DIESEL - PW DIRECTOR	028-5-001-5000	28.27
WEX BANK	115015787	09/21/2026	FUEL/DIESEL - PW DIRECTOR	070-5-021-5000	28.27
WEX BANK	115015787	09/21/2026	FUEL/DIESEL	070-5-021-5000	996.71
WEX BANK	115015787	09/21/2026	FUEL/DIESEL - PW DIRECTOR	084-5-001-5000	28.28
WEX BANK	115015787	09/21/2026	FUEL/DIESEL	084-5-001-5000	601.68
				Vendor WEX BANK Total:	**4,350.74**
Vendor: WICHITA CONCRETE PIPE, INC.					
WICHITA CONCRETE PIPE, IN...	16377A	09/21/2026	TREE GRATES	001-3290	12.40
				Vendor WICHITA CONCRETE PIPE, INC. Total:	**12.40**
Vendor: XEROX FINANCIAL SERVICES					
XEROX FINANCIAL SERVICES	42720270	09/21/2026	COPIER LEASE	001-5-002-4000	305.14
XEROX FINANCIAL SERVICES	42720270	09/21/2026	COPIER LEASE	001-5-003-4000	49.88
XEROX FINANCIAL SERVICES	42720270	09/21/2026	COPIER LEASE	001-5-004-4000	25.57
XEROX FINANCIAL SERVICES	42720270	09/21/2026	COPIER LEASE	029-5-001-4000	25.57
XEROX FINANCIAL SERVICES	42720270	09/21/2026	COPIER LEASE	070-5-021-4000	69.51
XEROX FINANCIAL SERVICES	42720270	09/21/2026	COPIER LEASE	084-5-001-4000	69.51
				Vendor XEROX FINANCIAL SERVICES Total:	**545.18**
				Grand Total:	**318,349.05**

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	17,213.40
021 - INDUSTRIAL DEVEL. FUND	366.99
023 - RECREATION FUND	327.46
024 - MUNICIPAL GOLF COURSE	6,737.96
028 - SPECIAL SEWER FUND	953.30
029 - AMBULANCE FUND	244,065.55
036 - TOURISM PROMOTION FUND	302.72
070 - ELECTRIC FUND	8,991.13
078 - EQUIPMENT RESERVE FUND	5,511.09
082 - REFUSE COLLECTION FUND	25,332.43
084 - WATER FUND	8,547.02
Grand Total:	**318,349.05**

Account Summary

Account Number	Account Name	Expense Amount
001-3290	ENCUMBRANCES	12.40
001-5-002-4000	CONTRACT SERVICES	390.55
001-5-002-4102	LEGAL AND PRINTING	216.84
001-5-002-4110	MEETING EXPENSES	1,780.63
001-5-002-5000	COMMODITIES	300.07
001-5-002-8100	CONTINUING EDUCATION	1,024.00
001-5-003-4000	CONTRACT SERVICES	562.25
001-5-003-4110	MEETING EXPENSES	1,664.36
001-5-003-5000	COMMODITIES	2,579.14
001-5-003-8100	CONTINUING EDUCATION	325.00
001-5-004-4000	CONTRACT SERVICES	136.37
001-5-004-5000	COMMODITIES	297.04
001-5-004-8100	CONTINUING EDUCATION	409.00
001-5-006-4000	CONTRACT SERVICES	137.78
001-5-006-5000	COMMODITIES	1,074.78
001-5-007-4000	CONTRACT SERVICES	275.56
001-5-007-5000	COMMODITIES	474.72
001-5-008-4000	CONTRACT SERVICES	356.57
001-5-008-4110	MEETING EXPENSES	41.46
001-5-008-5105	POSTAGE	38.05
001-5-008-8100	CONTINUING EDUCATION	8.67
001-5-012-4000	CONTRACT SERVICES	1,168.42
001-5-012-5000	COMMODITIES	24.24
001-5-012-5200	CONCESSIONS	256.04
001-5-014-4000	CONTRACT SERVICES	341.74
001-5-014-4110	MEETING EXPENSES	59.01
001-5-014-5000	COMMODITIES	264.98
001-5-014-5200	CATERING	2,140.00
001-5-014-5202	LIQUOR/ WINE PURCHA…	533.50
001-5-014-9200	DEBIT & CREDIT CARD F…	320.23
021-5-001-4000	CONTRACT SERVICES	366.99
023-5-001-5000	COMMODITIES	136.01
023-5-001-9200	CREDIT & DEBIT CARD F…	191.45
024-5-001-4000	CONTRACT SERVICES	3,409.19
024-5-001-4205	UTILITIES	690.22
024-5-001-4250	TOURNAMENT EXPENSES	1,227.62
024-5-001-5000	COMMODITIES	530.86
024-5-001-5200	CONCESSIONS	357.22
024-5-001-5202	BEER PURCHASES	522.85
028-5-001-4000	CONTRACT SERVICES	139.81
028-5-001-5000	COMMODITIES	813.49
029-5-001-4000	CONTRACT SERVICES	243,915.57
029-5-001-5000	COMMODITIES	149.98
036-5-001-4000	CONTRACT SERVICES	302.72

Account Summary

Account Number	Account Name	Expense Amount
070-5-021-4000	CONTRACT SERVICES	3,308.04
070-5-021-5000	COMMODITIES	5,390.10
070-5-021-8100	CONTINUING EDUCATION	133.64
070-5-022-4000	CONTRACT SERVICES	159.35
078-5-001-5500	Lease Pymt for Gen Govt	31.00
078-5-001-5501	Lease Pymt for Police De…	93.00
078-5-001-5502	Lease Pymt for Fire Dept	31.00
078-5-001-5503	Lease Pymt for Streets D…	204.71
078-5-001-5504	Lease Pymt for Parks De…	2,094.63
078-5-001-5509	Lease Pymt for Rec Dept	818.86
078-5-001-5511	Lease Pymt for Waste W…	325.45
078-5-001-5514	Lease Pymt for Electric	888.86
078-5-001-5516	Lease Pymt for Water D…	1,023.58
082-5-001-4000	CONTRACT SERVICES	25,332.43
084-5-001-4000	CONTRACT SERVICES	3,241.55
084-5-001-4205	ELECTRICITY @ RURAL …	4,610.85
084-5-001-5000	COMMODITIES	694.62
	Grand Total:	**318,349.05**

Project Account Summary

Project Account Key		Expense Amount
None		318,349.05
	Grand Total:	**318,349.05**

Monthly Statement

Sep 3, 2026
Statement Number: **621614-090326**
Customer Number: **621614**

CITY OF LINDSBORG, KS
101 S Main St
LINDSBORG, KS 67456

enterprise
FLEET MANAGEMENT
Billing Solutions Team
ARBilling@efleets.com
1-866-556-2864

Combined Summary

Account	Previous Balance	Payments	Adjustments	New Charges	New Balance	Amount Due
Monthly Invoice	$5,541.80	($5,541.80)	-	$5,511.09	$5,511.09	$5,511.09

Total amount due: **$5,511.09**

Total amount due: $5,511.09

Autopay is enabled for your account—no payment is necessary

For additional billing details or to enroll in autopay, visit Billing » Statements at: https://login.efleets.com

Late payment warning: Past due items are subject to a Finance Charge of 1.5% per month (annual rate of 18%)

Enterprise FM Trust, a Delaware statutory trust, is the owner of the vehicle covered by this Schedule. Enterprise FM Trust (not Enterprise Fleet Management) is and shall be deemed to be the Lessor of such vehicle under the Master Lease Agreement and shall have all rights and obligations of the Lessor under the Master Lease Agreement with respect to such vehicle. All rental and other payments owed by the Lessee with respect to such vehicle under the Master Lease Agreement shall be paid to Enterprise Fleet Management in its capacity as the servicer for Enterprise FM Trust. All references in Sections 11(a) (Insurance) and 12 (Indemnity) of the Master Lease Agreement to the "Lessor" shall include any servicer(s) and/or other agent(s) for or of Enterprise FM Trust.

The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by FM Trust, and are payable at the direction of FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Please return bottom portion with your payment

AutoPay is enabled for your account—no payment is necessary

For additional billing details and past charges or to enroll in autopay, visit Billing » Statements at https://login.efleets.com

Payments Received

Date	Cust Num	Type	Reference #	Total Payment	Paid To:	Monthly Invoices	Out of Cycle Invoices	Unapplied	Lease Prepayment
2026-08-18	621614	Direct Debit	-	**($5,541.80)**		($5,541.80)	-	-	-
			Payment Totals	**($5,541.80)**		($5,541.80)	-	-	-

Statement Number: **621614-090326**
Statement Date: **2026-09-03**
Customer: CITY OF LINDSBORG, KS
Invoice#: *FBN5734688*

For additional billing details and past charges or to enroll in autopay, visit Billing » Statements at https://login.efleets.com

Monthly Invoices

Previous Balance	$5,541.80 +
Payments (1)	($5,541.80) -
Current Month Charges (FBN5734688)	$5,511.09 +
New balance as of 2026-09-03	**$5,511.09**

For additional billing details and past charges or to enroll in autopay, visit Billing » Statements at https://login.efleets.com

Charge Summary

Customer: **621614** Customer Vehicle ID: **Admin** Vehicle: **268VV7**[1] YMM: **2023 FORD EXPL** Driver: **David Hay** Mos in Service: **44** Term: **48**

Date	Item ID	Charge Detail		Charge	Tax	Subtotal
2026/09/01-09/30	268VV7-0926-MR	Lease Charge (Full Month): Rent	$678.14	$678.14		**$678.14**
2026/09/01-09/30	268VV7-0926-MM	Maintenance Management (Full Month): Fee	$6.00	$6.00		**$6.00**
					Vehicle Total:	**$684.14**

Customer: **621614** Customer Vehicle ID: **Admin** Vehicle: **26D6T2**[1] YMM: **2023 FORD ESCA** Driver: **Tanner Faust** Mos in Service: **40** Term: **48**

Date	Item ID	Charge Detail		Charge	Tax	Subtotal
2026/09/01-09/30	26D6T2-0926-MR	Lease Charge (Full Month): Rent	$25.00	$25.00		**$25.00**
2026/09/01-09/30	26D6T2-0926-MM	Maintenance Management (Full Month): Fee	$6.00	$6.00		**$6.00**
Customer Vehicle ID Total: **$715.14**					Vehicle Total:	**$31.00**

Customer: **621614** Customer Vehicle ID: **Detective** Vehicle: **266FVM**[1] YMM: **2023 FORD F-15** Driver: **Terry Reed** Mos in Service: **35** Term: **36**

Date	Item ID	Charge Detail		Charge	Tax	Subtotal
2026/09/01-09/30	266FVM-0926-MR	Lease Charge (Full Month): Rent	$25.00	$25.00		**$25.00**
2026/09/01-09/30	266FVM-0926-MM	Maintenance Management (Full Month): Fee	$6.00	$6.00		**$6.00**
Customer Vehicle ID Total: **$31.00**					Vehicle Total:	**$31.00**

Customer: **621614** Customer Vehicle ID: **Fire Chief** Vehicle: **27W3KP**[1] YMM: **2023 FORD F-15** Driver: **Matt Clark** Mos in Service: **23** Term: **60**

Date	Item ID	Charge Detail		Charge	Tax	Subtotal
2026/09/01-09/30	27W3KP-0926-MR	Lease Charge (Full Month): Rent	$25.00	$25.00		**$25.00**
2026/09/01-09/30	27W3KP-0926-MM	Maintenance Management (Full Month): Fee	$6.00	$6.00		**$6.00**
Customer Vehicle ID Total: **$31.00**					Vehicle Total:	**$31.00**

For additional billing details and past charges or to enroll in autopay, visit Billing » Statements at https://login.efleets.com

Charge Summary

Customer: **621614** Customer Vehicle ID: **Ps Director** Vehicle: **266G5Q**[1] YMM: **2023 FORD F-15** Driver: **Terry Reed** Mos in Service: **36** Term: **48**

Date	Item ID	Charge Detail		Charge	Tax	Subtotal
2026/09/01-09/30	266G5Q-0926-MR	Lease Charge (Full Month): Rent	$25.00	$25.00		**$25.00**
2026/09/01-09/30	266G5Q-0926-MM	Maintenance Management (Full Month): Fee	$6.00	$6.00		**$6.00**
Customer Vehicle ID Total: **$31.00**					Vehicle Total:	**$31.00**

Customer: **621614** Customer Vehicle ID: **Pw Director** Vehicle: **266JQ4**[1] YMM: **2023 FORD F-15** Driver: **Denny Walker** Mos in Service: **38** Term: **48**

Date	Item ID	Charge Detail		Charge	Tax	Subtotal
2026/09/01-09/30	266JQ4-0926-MR	Lease Charge (Full Month): Rent	$812.86	$812.86		**$812.86**
2026/09/01-09/30	266JQ4-0926-MM	Maintenance Management (Full Month): Fee	$6.00	$6.00		**$6.00**
Customer Vehicle ID Total: **$818.86**					Vehicle Total:	**$818.86**

Customer: **621614** Customer Vehicle ID: **Parks** Vehicle: **266JPT**[1] YMM: **2023 FORD F-15** Driver: **Noah Flores** Mos in Service: **34** Term: **48**

Date	Item ID	Charge Detail		Charge	Tax	Subtotal
2026/09/01-09/30	266JPT-0926-MR	Lease Charge (Full Month): Rent	$1,218.47	$1,218.47		**$1,218.47**
2026/09/01-09/30	266JPT-0926-MM	Maintenance Management (Full Month): Fee	$6.00	$6.00		**$6.00**
					Vehicle Total:	**$1,224.47**

Customer: **621614** Customer Vehicle ID: **Parks** Vehicle: **266JRX**[1] YMM: **2023 FORD F-15** Driver: **Noah Flores** Mos in Service: **34** Term: **36**

Date	Item ID	Charge Detail		Charge	Tax	Subtotal
2026/09/01-09/30	266JRX-0926-MR	Lease Charge (Full Month): Rent	$864.16	$864.16		**$864.16**
2026/09/01-09/30	266JRX-0926-MM	Maintenance Management (Full Month): Fee	$6.00	$6.00		**$6.00**
Customer Vehicle ID Total: **$2,094.63**					Vehicle Total:	**$870.16**

Charge Summary

Customer: **621614** Customer Vehicle ID: **Patrol** Vehicle: **266GT7**[1] YMM: **2023 FORD POLI** Driver: **Terry Reed** Mos in Service: **38** Term: **48**

Date	Item ID	Charge Detail		Charge	Tax	Subtotal
2026/09/01-09/30	266GT7-0926-MR	Lease Charge (Full Month): Rent	$25.00	$25.00		**$25.00**
2026/09/01-09/30	266GT7-0926-MM	Maintenance Management (Full Month): Fee	$6.00	$6.00		**$6.00**
Customer Vehicle ID Total: **$31.00**					Vehicle Total:	**$31.00**

Customer: **621614** Customer Vehicle ID: **Recreation** Vehicle: **266JQ3**[1] YMM: **2023 FORD F-15** Driver: **Lauren Doak** Mos in Service: **38** Term: **48**

Date	Item ID	Charge Detail		Charge	Tax	Subtotal
2026/09/01-09/30	266JQ3-0926-MR	Lease Charge (Full Month): Rent	$812.86	$812.86		**$812.86**
2026/09/01-09/30	266JQ3-0926-MM	Maintenance Management (Full Month): Fee	$6.00	$6.00		**$6.00**
Customer Vehicle ID Total: **$818.86**					Vehicle Total:	**$818.86**

Customer: **621614** Customer Vehicle ID: **Waste Water Supe** Vehicle: **27NPJW**[1] YMM: **2024 CHEV SILV** Driver: **Cutler Croomes** Mos in Service: **24** Term: **60**

Date	Item ID	Charge Detail		Charge	Tax	Subtotal
2026/09/01-09/30	27NPJW-0926-MR	Lease Charge (Full Month): Rent	$25.00	$25.00		**$25.00**
2026/09/01-09/30	27NPJW-0926-MM	Maintenance Management (Full Month): Fee	$6.00	$6.00		**$6.00**
2026/08/08	43132858-OT	TOLL *(ATSPS, LLC, 1152281410, 1152274913, 1152270310, 11)*	$75.74	$89.74		**$89.74**
		TOLL PROGRAM FEE *(ATSPS, LLC, 1152281410, 1152274913, 1152270310, 11)*	$14.00			
Customer Vehicle ID Total: **$120.74**					Vehicle Total:	**$120.74**

For additional billing details and past charges or to enroll in autopay, visit Billing » Statements at https://login.efleets.com

Charge Summary

Customer: **621614** Customer Vehicle ID: **Water - Meter Re** Vehicle: **266JR8**[1] YMM: **2023 FORD F-15** Driver: **Cutler Croomes** Mos in Service: **38** Term: **48**

Date	Item ID	Charge Detail		Charge	Tax	Subtotal
2026/09/01-09/30	266JR8-0926-MR	Lease Charge (Full Month): Rent	$812.86	$812.86		**$812.86**
2026/09/01-09/30	266JR8-0926-MM	Maintenance Management (Full Month): Fee	$6.00	$6.00		**$6.00**

Customer Vehicle ID Total: **$818.86**

Vehicle Total: **$818.86**

(Subtotal) Current Charges for Customer **621614:** **$5,511.09**

(Total) Current Charges for Customer **621614**: **$5,511.09**

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
Open
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: 9/21/2026

Topic: CCLIP Design Agreement

Department: Administration/Public Works

Staff Contact: Denny Walker & Tanner Faust

Background: On April 6, 2026, the City Council approved an agreement between the City of Lindsborg and the Kansas Department of Transportation (KDOT) for the Harrison-Cole (K-4) Surface Preservation Project. Previous applications for a full resurfacing project were unsuccessful. At KDOT's recommendation, the City revised the project scope to qualify for Surface Preservation funding through the City Connecting Link Improvement Program (CCLIP), which ultimately resulted in the project's selection for funding.

The City of Lindsborg will use this funding for pavement improvements along Harrison-Cole from the south curb return of Lincoln Street to the south curb return of Swensson Street/Wells Fargo Road. The project provides up to $800,000 in construction funding and requires a local match of 5 percent.

Task Order LS26-003 establishes the scope of professional engineering services necessary to prepare construction plans and bid documents for the project. Under this task order, Wilson & Company will provide project management, surveying, utility coordination, preliminary and final design, ADA ramp evaluations, traffic control planning, cost estimating, preparation of plans and specifications, bidding assistance, and a recommendation for award. The cost for these services included in the task order are not an eligible expense for the grant and will be at the full expense of the City.

The project is currently scheduled to be bid in October 2027.

Mr. Michael Kramer of Wilson & Company will attend the City Council meeting to provide an overview of the CCLIP project, present the proposed engineering services task order, and answer any questions from the Council.

Recommendation: Staff recommend approval of task order LS26-003 with Wilson & Company Engineers for the Harrison-Cole surface preservation project with a cost not to exceed $79,700.

Fiscal Note: $40,000 Budgeted for CCLIP Match in 2027 and 2028. Additional cost will be covered through “Special Streets”.

Funding Source: Budgeted Streets Funds AND Special Streets

REVIEW:

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

Exhibit A: LS26-003

City of Lindsborg – K-4 Pavement Patching
Task Order Scope

Description:

The purpose of this contract is to provide professional design services to provide Preliminary Engineering (PE) and Design to develop plans and specifications for the K-4 Pavement Patching project from the South Curb Return of Lincoln St. to the S. Return of Swensson St/Wells Fargo Rd. (PROJECT). This includes project startup, general project management, surveying, preliminary and final plans and specifications for constructing improvements.

The project construction funding is from the Kansas Department of Transportation's CCLIP-SP Program Project No. 059 U-2594-01 up to a maximum of $800,000, with a 5% local match.

The Field Check Plans will be considered 60% complete. The Office Check will be considered 85% complete and Final Letting Plans, Bid Documents Special Provisions, and Estimate (PS&E) will be considered 100% complete.

Project Limits:

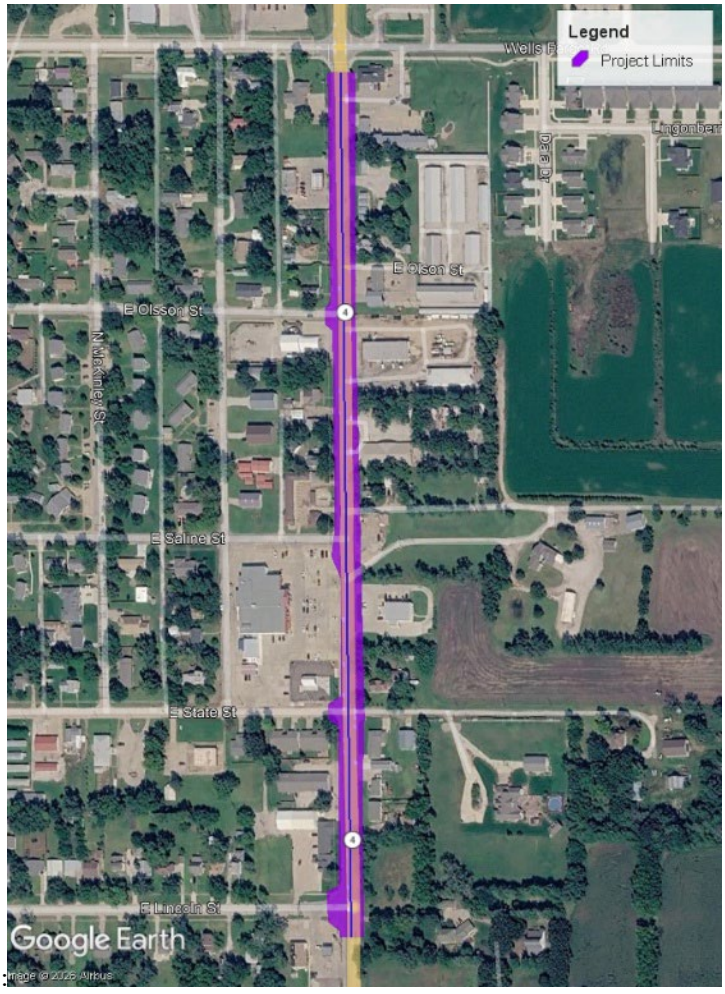


Exhibit A: LS26-003

City of Lindsborg – K-4 Pavement Patching

Scope of Work: The scope listed below defines the work to be completed in Task Order LS26-003**.**

Section 1 – Project Initiation and Meetings

1.1 The Consultant will start up the project; assign project numbers, file structures, and accounting.

1.2 Consultant will attend a kick-off meeting with City staff to determine specific project needs and general project desires. Existing plans, reports and other information will be reviewed and received at this meeting.

1.3 The Consultant will prepare a Project Work Management Plan (PMP) that covers the methodology, design criteria, and other pertinent information that will affect the project design and schedule.

1.4 The Consultant will establish quality control plan and determine the appropriate reporting format.

1.5 The Consultant will attend project meetings with Owner for the project. (2 in-person, 2 virtual).

Section 2 – Survey

2.1. Base Mapping from KDOT project 81B-59 KA-0141-01 Concrete Pavement Patching (letting date 2-20-08) will be utilized with supplemental survey data as necessary for the project.

2.2. Horizontal and vertical control points will be set as 5/8-Inch rebar with aluminum cap (5). The horizontal datum is to be Kansas State Plane –South Zone (NAD83). Vertical Datum - NAVD88.

2.3. Utility Locates. The Consultant will contact utility companies through the Kansas One-Call system to identify private buried utility lines within the survey project limits such as water, sewer, natural gas, electrical, fiber, and stormwater. Utilities will be horizontally field located according to field marks by the utility companies, or by a One-Call locator.

2.4. Topographic Field Survey. Perform a field survey to obtain sufficient supplemental detail for the design project. The field information shall include topographic information to clearly identify features along the project corridors displayed in "Exhibit A" below. Terrain data collected for the survey area shall include supplemental breaklines, slopes, and elevation shots where necessary for design.

2.5. Locate Storm and Sanitary Sewer Structures – The horizontal & vertical locations of the structures will be collected.

2.6. Data Processing. Field data and control will be processed in Open Roads Designer.

2.7. Deliverables. Wilson & Company will produce 1" = 20' scale basemap of all topographically basemap and features (including found utilities) for use in the project design plans.

Section 3 – Field Check Plan Development

3.1. Develop Typical Sections; Pavement Type – Concrete Pavement, Concrete Pavement Patch, Aggregate Base, Compaction., subgrade treatments, curb types, sidewalks, grades are planned to match existing.

3.2. Develop Concrete Pavement Patch details, including tie bars and dowel spacing.

3.3. Develop the horizontal alignment using the original design alignments. Minor adjustments for tie ins may be needed based on new surveys.

3.4. Develop preliminary ADA and Sidewalk design and details. Existing pavement, and curb & gutter elevations are expected to match existing grades. Sidewalk ramps will be replaced only when necessary, patching is adjacent to intersections and ramps.

3.5. Field Visits with City Staff to review and determine priority areas for pavement patching.

3.6. Prepare entrance designs where adjacent to reconstruction and necessary.

3.7. Prepare the Field Check Plans
The following plan sheets will be prepared for the Preliminary plan submittal.

- Title Sheet
- General Layout Sheet
- Typical Section Sheets
- Roadway Plan Sheets
- Sidewalk and Ramp Sheets
- Preliminary Summary of Quantities
- Construction Sequencing

3.8. Utility Coordination;

a. The Consultant will submit a Utility Location Report to each of the utility companies identified in the project corridor. The report will also include 11 x 17 conceptual plan sheets of the project for their use in locating their facilities.

b. The Consultant will prepare a Utility Conflict report that will log potential conflict locations between the proposed improvements and the existing utilities.

c. Utility Design/Relocation is not included in the scope of services.

3.9. The consultant will estimate field check plan quantities.

3.10. The Consultant will update the Opinion of Probable Construction Cost using local bid knowledge, and/or KDOT AWP standard bid items.

3.11. The Consultant will attend a field check meeting with City staff and KDOT.

Section 4 – Office Check Plans (85%)

4.1. Based on the comments received from the City and KDOT during the field check plan review, the Consultant will revise the construction plans. A written list of the comments will be assembled into a single document and distributed to the team members for their use during this plan development phase. Consultant will prepare written responses to each comment that will be provided back to the City with the final plan submittal.

4.2. Consultant will develop construction details for the project.

4.3. Traffic Control and Construction Phasing, The Consultant will develop the traffic control plan for the proposed improvements for the various Construction Phases of the project.

4.4. Prepare Office Check Plans
The following plan sheets will be prepared for the Final Design Plan submittal.

- Title Sheet
- General Location
- Typical Sections
- Roadway Plan Sheets
- Intersection Detail Sheets
- Miscellaneous Details
- Sidewalk and Ramp Sheets
- Summary of Quantities
- Temporary Erosion Control
- Seeding
- Pavement Markings
- Construction Sequencing
- Traffic Control

4.5. Consultant will develop the construction specifications for bidding and construction.

4.6. Update quantities based on Office Check Design Plans.

4.7. The Consultant will update the Opinion of Probable Construction Cost using local bid knowledge and/or KDOT standard bid items.

Section 5 – Final Letting Plans, Project Specifications and Bidding (PS&E 100%)

5.1. Based on the comments received from the City and KDOT during Office Check Plans review, the Consultant will revise the construction plans. A written list of the comments will be assembled into a single document and distributed to the team members for their use.

5.2. Review and prepare specifications and bid documents for all non-standard work items.

5.3. The Consultant will prepare the Final Construction Cost Estimate to be used during the bidding phase.

5.4. The Consultant will submit PDF plans and specifications to the City and KDOT for bidding the project.

5.5. Upon approval for bid advertisement from KDOT, the consultant will provide advertisement for bid, and provide bidding services, including on-line plan room services.

5.6. Provide recommendation to award the project based on qualified bids.

Section 6 – Project Management and Quality Control

6.1. This task will include general project management and coordination of the Consultant's project team, preparation of the monthly progress reports to the City, and providing response to the City from the Project Manager.

6.2. The Consultant shall provide QA/QC checks on plans and quantities. A quality control plan will be developed and maintained in the Project Manager's office.

Assumptions

1. Full-size plan sheets are to be 22" x 36". US Customary (English) units of measure will be used in developing the design, construction plans, supplemental specifications, quantity estimates and estimates of probable construction.

2. Two (2) half size plan sets will be submitted to the City for review at each milestone.

3. The Consultant has assumed no parcels will be impacted and require ROW services.

City Responsibilities

1. Provide a list of property owner names and addresses of affected tracts to the Consultant.

2. Provide the Consultant with copies of all plats adjacent to the project in *.tif format or hard copy as available.

3. Provide the Consultant with copies of all drainage and infrastructure plans, reports, studies, etc. along the project area.

4. Arrange and provide the facilities for all project meetings.

5. Provide any recent bid tabs to assist in the development of the opinion of probable costs.

6. Acquire all proposed right-of-way and easements, if required.

7. Obtain all necessary permits from the State or Federal agencies. The Consultant will assist the City as noted in the Scope of Services.

Items Not Included in the Scope of Services

1. Any work requested by the City that is not included in the basic services will be classified as supplemental services. Supplementary services shall include, but are not limited to the following:

    a. Changes in the scope, extent, or character of the project.

    b. Revisions to the plans when inconsistent with previous approvals or instructions by the City.

    c. Updating plans to reflect development that has occurred after the Final Plans are complete.

2. No environmental investigations, clearance documents, permits or services are included except as specifically identified.

3. Setting of new property corners if they are missing is not included.

4. Revisions or modifications to the construction plans, legal descriptions, and/or exhibits created by negotiations between the City and the property owner during property acquisition.

5. Storm sewer, sanitary sewer and water main relocation plans are not included.

6. Public involvement services.

7. Field staking of proposed right-of-way and/or easements.

8. Pavement Cores and/or Geotechnical services.

9. At this time, construction related services are not included in this contract. It is anticipated that a supplement will be developed later for Wilson & Company perform construction phase services, including but not limited to the following items, a scope and fee will be negotiated as a supplemental service.

    - Provide construction management reviews
    - Provide on-site construction observation
    - Provide materials testing
    - Review shop drawings
    - Review RFI's, change orders, pay applications, etc.
    - Final inspection and letter of acceptance
    - Preparation of record drawings

Exhibit A: LS26-003

City of Lindsborg – K-4 Pavement Patching

Project Team and Compensation
Per Exhibit C and in accordance with the Master Owner-Engineer agreement.

Schedule: The executed Task Order will serve as the notice to proceed. The project is scheduled to bid in October of 2027.

Engineer Designated Representative(s): Michael E. Kramer, P.E.. Tyler Glissman, P.E.

Owner Designated Representative(s): Tanner Faust, City Administrator
Denny Walker, Public Works Director

Exhibit C: LS26-003

City of Lindsborg – K-4 Pavement Patching

Compensation:

For the project scope/services listed in Exhibit A above, the Owner agrees to pay Engineer on a lump sum fee basis. Payment shall be total compensation for labor, overhead, expenses, and anticipated profit. The lump sum fee shall be as indicated below unless revisions are made by supplemental agreement to the project scope/services to be completed, in which case, the amount of the maximum lump sum fee payable to the Engineer shall be revised accordingly. Engineer to invoice monthly based on percent complete.

Lump Sum Fee equals Seventy Nine Thousand Seven Hundred dollars and no cents. $79,700.00.

Wilson & Company, Inc., Eng & Arch Signature:

Senior Vice President

Date: 9/14/2026

City of Lindsborg, Kansas Signature:

_____

Title:

Date: _____

Exhibit C: LS26-003

City of Lindsborg – K-4 Pavement Patching

Man-hour Detail provided for information only:

WILSON & COMPANY

Proj.: K-4 Pavement Patching
By: Michael Kramer
Date: September 14, 2026
Client: City of Lindsborg

Fee Reviewed By: Tyler Glissman
Date: 09/14/26

TASK I.D.	WORK TASK DESCRIPTION	TITLE	Principal	QC MGR	PMC/Senior Engineer	Engineer	Project Engineer	Senior CADD mgr.	CADD Tech	Survey Crew	Surveyor	TOTAL HOURS
		TITLE	Department Head, Principal (Licensed)	Project Designer (Licensed)	Project Designer (Licensed)	Staff Detail Designer (Unlicensed)	Graduate Enginner (Unlicensed)	Senior RE Specialist/Planner/Senior ROW Agent/Project Mgr	CADD Designer	Crew Chief, Senior Crew Chief	Survey Tech III	TOTAL HOURS
			ESTIMATED HOURS									
Task 01: – Project Initiation and Meetings												
1.1	Project Startup		1		4							5.00
1.2	Project Kickoff Meetings		2		2							4.00
1.3	Develop Project Work Plan (PWP)				2							2.00
1.4	Prepare QAQC Reporting Format			1	1							2.00
1.6	Internal Meetings				2		2					4.00
1.7												
	Subtotal		3	1	11	0	2	0	0	0	0	17.00
Task 2 - Field Survey												
2.1	Import Base Mapping				2	2			8			12.00
2.2	Survey Control									2		2.00
2.3	Utility Locates									4	4	8.00
2.4	Topographic Field Survey									8	8	16.00
2.5	Topographic Storm									4	4	8.00
2.6	Data Processing								8			8.00
2.7	Basemap for plans								8			8.00
2.8												
	Subtotal		0	0	2	2	0	0	24	18	16	62.00
Task 3: Field Check Plan Development												
3.1	Develop Typical Sections		2		2	2						6.00
3.2	Develop Patch Details		2		2		2	8				14.00
3.3	Alignment				2		8	8				18.00
3.4	ADA and Sidewalk				2	8	8	12				30.00
3.5	Field Visits				24		24					48.00
3.6	Prepare Entrances					8		8				16.00
3.7	Prepare Field Check Plans				2	12		40				54.00
3.8	Utility Coordination (does not include relocation plans)				2	4						6.00
3.9	Field Check Plan Quantities				2	8						10.00
3.10	Field Check Cost Estimate				2	4						6.00
3.11	Attend Field Check Review Meeting				4							4.00
3.12	Task 12											
3.13	Task 13											
3.14	Task 14											
	Subtotal		4	0	44	46	42	76	0	0	0	212.00
Task 4: Office Check Plans												
4.1	Revise Design Based on City and KDOT Comments				2	4	8					14.00
4.2	Develop Construction Details				2	4	4	4				14.00
4.3	Develop Maintenance of Traffic and Construction Phasing Plan\				2	4	8					14.00
4.4	Prepare Office Check Design Plans				4	4	12	24				44.00
4.5	Prepare Specifications				2	8						10.00
4.6	Prepare Office Check Quantities				2	4						6.00
4.7	Prepare Cost Estimate				2	2						4.00
4.8												
	Subtotal		0	0	16	30	32	28	0	0	0	106.00
Task 5:Final Letting Plans, Project Specifications and Bidding (PS&E)												
5.1	Revise Final Plans Based on City Comments				2	16	4	16				38.00
5.2	Prepare Final Specifications				8	4						12.00
5.3	Prepare Construction Bid Engineer's Estimate				2	2						4.00
5.4	Submit PDF Plans and electronic files for the City				2							2.00
5.5	Bidding Services				4							4.00
5.6	Bid Award Recommendation				2	8						10.00
5.7												
	Subtotal		0	0	20	30	4	16	0	0	0	70.00
Task 6: Project Management and Quality Control												
6.1	General Project Management and Coordination		2		20							22.00
6.2	QAQC		2	8	8							18.00
6.3												
	Subtotal		4	8	28	0	0	0	0	0	0	40.00
	TOTALS		**11**	**9**	**121**	**108**	**80**	**120**	**24**	**18**	**16**	**507.00**

CITY COUNCIL

Clark Shultz
Mayor

Tyler Johnson
Ward 1
Rebecca Van Der Wege
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Terry Reed
Chief of Police
Noah Flores
Parks Director

City Council Meeting Date: September 21, 2026

Topic: Merchant Services Processor Agreement for Utilities/Court

Department: Administration

Staff Contact: David Hay, Finance Director

Staff reviewed the City's last 12 months of utility and court credit card activity totaling approximately **$1.34 million in payment volume across 6,168 transactions** and compared current processing costs with proposals from **Global Payments** (the City's current provider) and **Tyler Payments**. Interchange costs were excluded from the analysis because they are pass-through fees that would apply regardless of the processor selected.

Option	Annual Cost
Current Processing Costs	$116,663
Proposed Global Payments	$48,725
Proposed Tyler Payments	$45,927

Estimated Annual Savings

- Proposed Global Payments: **$67,938** annual savings compared to current costs.
- Proposed Tyler Payments: **$70,736** annual savings compared to current costs.

Staff confirmed that Global Payments and Tyler Payments are the only processors capable of providing real-time payment updates within the City's Tyler software environment. Other third-party processors would require additional manual processing, reconciliation efforts, and staff intervention, particularly during utility disconnect periods when timely payment posting is critical.

While Tyler Payments submitted the lower-cost proposal, staff conducted reference checks with municipalities that have experience using the platform. One municipality reported implementation and processing issues that ultimately resulted in a transition to another processor. A second municipality reported ongoing challenges reconciling utility credit card payments. These discussions raised concerns regarding reconciliation reliability and the City's ability to independently verify that all transactions are properly received and accounted for.

Although Tyler Payments is projected to save approximately **$2,798 annually** compared to the proposed Global Payments pricing, staff believes the potential operational and financial risks associated with unresolved reconciliation concerns outweigh the projected savings at this time. Additionally, the proposed agreement includes an early termination fee of approximately **$1,500**, allowing the City to reevaluate Tyler Payments in the future should the reported issues be resolved.

Recommendation: A motion to approve Global Payments as the City's credit card processing provider and authorize the City Clerk to execute the necessary agreements.

Fiscal Note: A savings of $67,938 if we were to have the same level of volume and transactions for the next 12 months.

Funding Source: Electric Fund pays all credit card fees.

REVIEW:

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

Credit Card Processing Comparison

Current with Gob

Charge Name	Number	Amount	Rate	Trans Fee
Visa	3570	$799,285.53	1.08 - 2.47%	$0.98-2.31 Per Transaction
Mastercard	2407	$502,005.06	1.08 - 2.47%	$0.98-2.31 Per Transaction
American Express Opt Blue	52	$11,342.12	1.08 - 2.47%	$0.98-2.31 Per Transaction
Discover Map	139	$31,014.47	1.08 - 2.47%	$0.98-2.31 Per Transaction
Risk Assessment	6168	$1,343,647.18	1.15-2.20%	$0.98 Per Transaction
Settlement Funding Fee	6168	$1,343,647.18	0.58-0.97%	0.53-1.53 Per Transaction

Proposed with Glo

Charge Name	Number	Amount	Rate	Trans Fee
Visa	3570	$799,285.53	1.40%	$ 0.50 Per Transaction
Mastercard	2407	$502,005.06	1.40%	$ 0.50 Per Transaction
American Express Opt Blue	52	$11,342.12	1.40%	$ 0.50 Per Transaction
Discover Map	139	$31,014.47	1.40%	$ 0.50 Per Transaction
Risk Assessment	6168	$1,343,647.18	0.70%	$ 0.40 Per Transaction
Settlement Funding Fee	6168	$1,343,647.18	0.70%	$ 0.40 Per Transaction

Proposed by Tyle

Charge Name	Number	Amount	Rate	Fee (All in one fee)
Visa	3570	$799,285.53	2.50%	$2.00 Per Transaction
Mastercard	2407	$502,005.06	2.50%	$2.00 Per Transaction
American Express Opt Blue	52	$11,342.12	2.50%	$2.00 Per Transaction
Discover Map	139	$31,014.47	2.50%	$2.00 Per Transaction
Risk Assessment (Included in the 2.50%)				
Settlement Funding Fee (Included in the 2.50%				

al Payments	
Auth Fee	Total
$0.85 Per Transaction	$30,434.79
$0.85 Per Transaction	$19,778.37
$0.85 Per Transaction	$439.95
$0.85 Per Transaction	$1,190.00
-	$43,235.76
-	$21,584.00
Total	$116,662.87

bal Payments	
Auth Fee	Total
$ 0.50 Per Transaction	$14,760.00
$ 0.50 Per Transaction	$9,435.07
$ 0.50 Per Transaction	$210.79
$ 0.50 Per Transaction	$573.20
-	$11,872.73
-	$11,872.73
Total	$48,724.52
Savings over Current	**$67,938.35**

er Payments			
Auth Fee		Total	
	$0.00	$27,122.14	
	$0.00	$17,364.13	
	$0.00	$387.55	
	$0.00	$1,053.36	
		-	
		-	
Total		$45,927.18	Difference between Global and Tyler
Savings over Current		**$70,735.69**	**$2,797.34**

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Parks Director

City Council Meeting Date: 9/21/2026

Topic: Greg Peterson Water Rights Agreement Renewal

Department: Administration/Public Works

Staff Contact: Tanner Faust

Background: The City entered into a Water Rights Lease Agreement with Greg Peterson on April 7, 2025, following the transfer of ownership of property with leased municipal water rights. The agreement includes an automatic five-year extension beginning January 1, 2027.

On June 1, 2026, the City Council approved an addendum clarifying the formula used to calculate the annual lease payment during the renewal term. The addendum established that the calculation shall utilize the most recent McPherson County irrigated and non-irrigated cropland cash rent data published by the USDA National Agricultural Statistics Service (USDA-NASS).

The most recently published USDA-NASS data for McPherson County reports irrigated cropland cash rents of $152.00 per acre and non-irrigated cropland cash rents of $70.50 per acre, resulting in a difference of $81.50 per acre. Pursuant to the agreement, this difference is multiplied by 150 acre-feet of water rights, resulting in an annual lease payment of $12,225.00 for the renewal term beginning January 1, 2027. This amount will be paid annually for the duration of the five-year agreement.

As the agreement renews automatically under its existing terms, no Council action is required to authorize the renewal. This item is presented for informational purposes and to document the annual lease payment that will be in effect for the upcoming renewal term.

Recommendation: The agreement will automatically renew on January 1, 2027, pursuant to its terms. Staff is providing this item to inform the Council of the renewal and the associated lease payment calculation.

Fiscal Note: Water Fund Revenue ($12,225)

Funding Source: N/A

REVIEW:

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

USDA-NASS KANSAS County Cash Rent Values, Released Aug. 2026

Compiled by Robin Reid (robinreid@ksu.edu) – K-State Department of Agricultural Economics
September 2026
Source: USDA - National Agricultural Statistics Service - Quick Stats

The following table displays USDA-National Ag Statistic Service (NASS) published cash rent values for Kansas. These values come from survey data that was collected by NASS in the spring of 2026. If a value is not displayed for a county, it is likely insufficient survey data was obtained. The rate listed in the table is a per acre rent, paid on an annual basis.

Note that these values represent the surveyed average cash lease rate for the county, but individual lease rates can be highly variable depending on land quality, amenities, landlord/tenant relationship, and many other factors. Landlords and tenants should use these as a starting point to negotiate their own lease rates, realizing an equitable rental value may be quite different for their own situation.

County	Irrigated Cropland	Non-Irrigated Cropland	Pasture
NORTHWEST			
CHEYENNE	$170.00	$55.00	$12.50
DECATUR		$52.50	$16.50
GRAHAM	$110.00	$41.50	$20.00
NORTON		$55.00	$20.00
RAWLINS		$66.50	$18.00
SHERIDAN	$199.00	$63.50	$21.50
SHERMAN	$193.00	$63.00	$18.50
THOMAS	$189.00	$65.00	$18.50
WEST CENTRAL			
GOVE		$50.00	$24.50
GREELEY		$49.00	$17.00
LANE		$41.00	$16.00
LOGAN	$130.00	$50.00	$13.00
NESS		$41.50	$20.50
SCOTT	$115.00	$56.50	$17.00
TREGO		$41.00	$17.00
WALLACE		$52.50	$16.50
WICHITA		$55.50	$17.00

County	Irrigated Cropland	Non-Irrigated Cropland	Pasture
SOUTHWEST			
CLARK		$37.50	$15.00
FINNEY	$210.00	$49.50	$14.50
FORD	$169.00	$47.00	$15.50
GRANT		$30.50	$12.00
GRAY	$154.00	$49.50	$18.00
HAMILTON		$34.00	
HASKELL	$145.00	$41.00	
HODGEMAN		$37.50	$17.00
KEARNY	$204.00	$32.50	$11.00
MEADE		$46.00	$12.00
MORTON		$29.50	$10.00
SEWARD	$137.00	$37.00	$14.00
STANTON	$101.00	$32.50	
STEVENS	$131.00	$36.00	$10.50
NORTH CENTRAL			
CLAY		$99.00	$35.00
CLOUD	$236.00	$115.00	$40.50
JEWELL		$82.50	$30.00
MITCHELL	$148.00	$76.00	$31.50
OSBORNE		$58.00	$23.00
OTTAWA		$76.00	$31.50
PHILLIPS		$58.00	$25.50
REPUBLIC	$237.00	$99.50	$32.50
ROOKS		$48.50	$21.50
SMITH		$75.50	$27.00
WASHINGTON		$91.50	$32.50
CENTRAL			
BARTON	$135.00	$44.50	$22.00
DICKINSON		$62.00	$26.00
ELLIS			$20.00
ELLSWORTH		$45.50	$26.00
LINCOLN		$68.50	$27.00
MARION	$102.00	$55.50	$25.00
MCPHERSON	$152.00	$70.50	$28.50
RICE	$164.00	$56.50	$19.00
RUSH		$46.00	$19.00
RUSSELL		$42.00	$20.50
SALINE		$65.00	$30.50

County	Irrigated Cropland	Non-Irrigated Cropland	Pasture
SOUTH CENTRAL			
BARBER		$43.00	$15.00
COMANCHE		$35.50	$13.00
EDWARDS	$167.00	$40.50	$18.50
HARPER		$47.00	$21.50
HARVEY		$67.50	$27.50
KINGMAN		$47.50	$21.00
KIOWA		$39.00	$17.00
PAWNEE		$47.00	$17.50
PRATT	$150.00	$46.00	$18.00
RENO	$181.00	$53.00	$21.50
SEDGWICK	$169.00	$56.00	
STAFFORD	$151.00	$48.00	$19.50
SUMNER		$57.00	$22.00
NORTHEAST			
ATCHISON		$131.00	$41.50
BROWN		$184.00	$49.00
DONIPHAN		$193.00	
JACKSON		$91.50	$34.00
JEFFERSON		$82.00	$31.50
LEAVENWORTH		$85.50	$39.50
MARSHALL		$126.00	$27.50
NEMAHA		$159.00	$39.50
POTTAWATOMIE		$97.50	$30.50
RILEY		$87.50	$31.00

Continued on next page

County	Irrigated Cropland	Non-Irrigated Cropland	Pasture
EAST CENTRAL			
ANDERSON		$70.50	$33.50
CHASE		$63.00	$36.00
COFFEY		$61.50	$33.00
DOUGLAS		$84.50	$32.50
FRANKLIN		$74.50	$31.50
GEARY		$76.50	$31.50
JOHNSON		$70.50	$31.00
LINN		$97.00	$38.50
LYON		$71.50	$33.00
MIAMI		$86.50	$32.50
MORRIS		$61.50	$33.00
OSAGE		$70.00	$30.00
SHAWNEE	$201.00	$71.00	$23.50
WABAUNSEE		$63.00	$30.50
SOUTHEAST			
ALLEN		$70.50	$31.00
BOURBON		$63.50	$33.50
BUTLER		$54.00	$28.00
CHAUTAUQUA			$16.50
CHEROKEE		$70.00	$44.50
COWLEY		$52.00	$23.00
CRAWFORD		$73.50	$38.00
ELK		$51.00	$23.50
GREENWOOD		$61.00	$26.00
LABETTE		$61.00	$37.50
MONTGOMERY		$68.00	$27.50
NEOSHO		$55.00	$35.00
WILSON		$75.00	$24.00

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WATER RIGHTS AGREEMENT ADDENDUM

This addendum is made by and between the City of Lindsborg, Kansas (City), and Gregory Peterson (Owner).

It is agreed by and between the parties as follows:

1. On the 7th day of April, 2025, the parties hereto entered into a water rights agreement, for a term ending on the 31st day of December 2026.
2. The agreement was designed to be automatically renewed for a five (5) year term beginning on January 1st, 2027. A copy of said water rights agreement is attached.
3. The annual payment for the renewal term shall be calculated using a specific formula.

4. Effective on May 8, 2026, and continuing for the duration of this Agreement (including any renewals thereof), the source document section shall be amended to read as follows:

"The annual payment for the renewal term shall be calculated using the following formula:

> The difference between the McPherson County Average Estimated Cropland Rents ($/ac) for irrigated cropland and the McPherson County Average Estimated Cash Rental Rates for non-irrigated cropland ($/ac) multiplied by 150-acre feet.

The McPherson County Average Estimated Cropland Rents ($/ac) for irrigated cropland shall be based on the most recent year's Irrigated Cropland Cash Rent Paid Per Acre in Kansas, as published by the USDA National Agricultural Statistics Service. The McPherson County Average Estimated Cropland Rents ($/ac) for non-irrigated cropland shall be based on the most recent year's Non-Irrigated Cropland Cash Rent Paid Per Acre in Kansas, as published by the USDA National Agricultural Statistics Service.

In the event that the Kansas County Cash Rents for Irrigated Cropland and the Kansas County-Level Cash Rents for Non-Irrigated Cropland are not available, then an equivalent study and publication by the Kansas State University College of Agriculture or the USDA National Agricultural Statistics Service shall be used in determining the annual payment".

4. All other terms and conditions of the original water rights agreement dated April 7th, 2025, are ratified except as amended by the addendum.

IN WITNESS WHEREOF, the parties have executed this addendum on the 8th day of May, 2026.

CITY OF LINDSBORG, KANSAS

by _____
Tanner Faust, City Administrator

OWNER

by _____
Gregory Peterson

Water Rights Agreement

The City of Lindsborg, (the City) agrees to the request of the Kansas Department of Agriculture, Division of Water Resources, to suspend the municipal use of Water Right File No. 36,001 until Dec. 31, 2026. Such suspension is requested with the provision that the Division of Water Resources transfer to Greg Peterson (Owner) Term Permit, File No. 20219081, previously granted to the Dorothy E. Peterson Trust, for irrigation use as follows:

> The irrigation of 130 acres in the NW Quarter of Section 4, Township 17 South, Range 3 West in McPherson County, Ks. That the irrigation authorized under this Term Permit be limited to the diversion of not more than 150 acre-feet of water per calendar year at a rate note to exceed 800 gallons per minute from a battery of not more than 4 wells to be located as proposed in Term Permit.
>
> Further, Owner agrees to be responsible for any and all violations that may attach to the Term Permit authorizing the use of water for irrigation purposes. Owner further agrees to hold the City harmless for any damages that may occur as the result of the operation of the Term Permit, File No. 20219081.

The City and Owner agree that the period for which this suspension shall extend, through Dec. 31. 2026, is the date the 10-year term permit ends as was granted to previous landowner Dorothy E. Peterson Trust. Further, during the period, Owner agrees to pay to the City the sum of $9,230.00 per year with said payment being due on or before January 1st of each year, beginning Jan. 1, 2026. Further, failure of Owner to remit the agreed-upon sum by January 31st of each year during the term of this agreement will be subject to forfeiture. The City and Owner further agree that this agreement will be automatically renewed for an additional five-year term beginning Jan. 1, 2027, pending approval from the Kansas Department of Agriculture Division of Water Resources.

The annual payment for the renewal term shall be calculated using the following formula:

> The difference between the McPherson County Average Estimated Cropland Rents ($/ac) for Tenant-Owned Pivot and the McPherson County Average Estimated Cash Rental Rates for Non-Irrigated Cropland ($/ac) multiplied by 150-acre feet.

The source document for the McPherson County Average Estimated Cropland Rents ($/ac) for Tenant Owned Pivot shall be the 2021 Kansas County-Level Cash Rents for Irrigated Cropland as published by the Kansas State University College of Agriculture. The source document for the McPherson County Average Estimated Cash Rental Rates for Non-Irrigated Cropland ($/ac) shall be the 2021 Kansas County-Level Cash Rents for Non-Irrigated Cropland published by the Kansas State University College of Agriculture.

In the event that the Kansas County Cash Rents for Irrigated Cropland and the Kansas County-Level Cash Rents for Non-Irrigated Cropland are not available, then an equivalent study and publication by the Kansas State University College of Agriculture shall be used in determining the annual payment.

This agreement may be terminated if any of the following occur:

1. The City, due to unforeseen circumstances, is unable to meet the reasonable demand for water by its residents;
2. Owner has acquired sufficient water rights and is able to utilize such water rights to accomplish the irrigation of the lands set forth above;
3. Circumstances arise in which either the City or Owner are unable to fulfill the terms of this agreement.

In the event that any of the afore mentioned circumstances arise, either party may begin discussions to terminate this agreement with a notice filed at least 90 days in advance of the proposed termination date. Finally, the City and Owner agree to be represented at a minimum of one arbitration meeting with an arbitrator agreed upon by both parties. The cost of such arbitration is to be shared between the City and Owner.

The City and Owner agree to limit access to the water authorized under either Water Right File No. 36,001 and Term Permit, File No. 20219081 for the duration of the agreement. The parties agree to withhold access to the use of water for any purpose outside the terms of this agreement.

Finally, the City and Owner agree that this agreement is specific to the conditions stated above; the City and Owner agree that the suspension of Water Right File No. 36,001 and the subsequent operation of the Term Permit shall have no impact on the use or status of other water rights held by the City or Owner.

City of Lindsborg

Clark Shultz, Mayor

Owner

Gregory Peterson

NOTARY PUBLIC - State of Kansas
Roxie Sjogren
My Appt. Expires 10-5-2026

State of Kansas)
) ss:
County of McPherson

This instrument was acknowledged before me on April 7, 2025, Clark Shultz, Mayor of The City of Lindsborg.

Roxie Sjogren
Notary Public

NOTARY PUBLIC - State of Kansas
Roxie Sjogren
My Appt. Expires 10-5-2026

State of Kansas)
) ss:
County of McPherson

This instrument was acknowledged before me on April 7, 2025.

CITY COUNCIL

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CVB Director
Terry Reed
Chief of Police
Noah Flores
Parks Director

City Council Meeting Date: 9/21/2026

Topic: Restroom At Riverside Park- Letter of Intent & Project Update

Department: Parks

Staff Contact: Noah Flores, Parks Dept Director

Background:

The Parks Department plans to apply for the David J. Nutt Legacy Grant through the McPherson County Community Foundation to aid in the funding of a new restroom facility in Riverside Park. As part of the application process, the foundation's board must review a letter of intent. The attached letter outlines the community's need for this facility.

After speaking with contractors, the cost to split the restroom into individual unisex restrooms adds a significant cost due to the additional plumbing, framing, doors, etc. In response to this, we inquired about adding a family restroom. For approximately $12,000, a family restroom could be added near the center of the building, with the mechanical chase relocated to the rear storage area. This modification would provide separate men's, women's, and family restrooms while offering a practical balance of accessibility, flexibility, and cost.

Recommendation: Authorize the submission of a letter of intent to the McPherson County Community Foundation.

Fiscal Note: Awaiting grant award information from KDWP; this is a budgeted expense for 2027.

Funding Source: Grants, Parks, Special Parks

REVIEW:

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

City Of Lindsborg
101 S Main St
Lindsborg, KS 67456
785-227-3211
noahf@lindsborgcity.org
8-28-26
McPherson County Community Foundation

Dear Members of the Grant Review Committee,

On behalf of the City of Lindsborg, I am pleased to submit this Letter of Intent for funding through the McPherson County Community Foundation's David J. Nutt Legacy Grant. We seek support for the Restrooms at Riverside Park initiative, which will provide the public with a safe, ADA-compliant facility.

Riverside Park urgently needs a new restroom facility. The existing facility is more than 80 years old and does not meet current building codes or ADA standards. Park use and use of the Valkommen Trail, which runs through the park, continues to grow. Although the restroom operates seasonally, it is the nearest facility of its kind to both the Valkommen Trail and the newly completed Meadowlark Trail connection. A new facility would be a valuable addition to the city's park and trail system. Further programming of Riverside Park has been achieved through the annual Midsummers Festival and several trail-associated events such as the Meadowlark March.

The City of Lindsborg has allocated funding for this project in the 2027 budget and is pursuing additional state funding. Support from the Community Foundation would help us complete the project while minimizing its impact on the city budget and providing a valuable service to the community.

Thank you for your time, consideration, and continued commitment to strengthening our community. We believe this project closely aligns with the Foundation's mission to support local development.

Noah Flores
Parks Director
City of Lindsborg

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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: 9/21/2026

Topic: Review / Revise ALPR Camera Policy

Department: Public Safety / Police Department

Staff Contact: Terry Reed

Background: At the August 17th City Council meeting, the Council requested that the City's Automated License Plate Reader (ALPR/Flock Camera) policy be brought back for review and that language be added addressing the unauthorized or improper use of the technology.

In response to the Council's request, staff is proposing the following addition to the existing policy:

"Unauthorized or improper use may result in disciplinary action and/or civil or criminal penalties."

Staff is presenting this update to the ALPR policy for City Council review and discussion. Staff is seeking Council feedback regarding the policy and the proposed language before the policy is finalized.

Recommendation: Motion to add 425.6 (d) to the ALPR policy as presented.

Fiscal Note: N/A

Funding Source: N/A

REVIEW:

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

Automated License Plate Readers (ALPRs)

425.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

425.2 POLICY

The policy of the Lindsborg Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review (KSA 45-221(55)).

425.3 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Lindsborg Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Chief of Police or their designee. The Chief of Police or their designee will assign members under his/her command to administer the day-to-day operation of the ALPR
equipment and data.

425.4 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use, the equipment or database records for any unauthorized purpose.

(a) An ALPR shall only be used for official law enforcement business.

(b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.

(c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped vehicles to canvass areas around homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.

(d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.

(e) No ALPR operator may access confidential department, state or federal data unless authorized to do so.

(f) If practicable, the officer should verify an ALPR response through the appropriate official law enforcement database before taking enforcement action that is based solely on an ALPR alert.

425.5 DATA COLLECTION AND RETENTION

The Chief of Police or their designee is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with department procedures.

All stored ALPR data should be retained in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances, the applicable data should be downloaded onto portable media and booked into evidence.

425.6 ACCOUNTABILITY

All data will be closely safeguarded and protected by both procedural and technological means. The Lindsborg Police Department will observe the following safeguards regarding access to and use of stored data:

(a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time.

(b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.

(c) ALPR system audits should be conducted at least one time per year. The audit may be conducted by the Chief of Police or their authorized designee.

(d) Unauthorized or improper use may lead to disciplinary action and/or civil or criminal penalties.

425.7 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures:

(a) The agency makes a written request for ALPR data that includes:

1. The name of the agency.

2. The name of the person requesting.

3. The intended purpose of obtaining the information.

(b) The request is reviewed by the Chief of Police or the authorized designee and approved before the request is fulfilled.

(c) The approved request is retained on file.

(d) The ALPR data may be shared with other law enforcement or prosecutorial agencies for official law enforcement purposes if they make a digital request through the ALPR data system. The Chief or his designee may approve digital requests through the

ALPR system once requested by the law enforcement entity. The Chief may revoke searchable permissions if it is found an agency is using our ALPR data for other than legitimate law enforcement purposes. Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy.

I am accessing a restricted information system for an authorized use, in compliance with the FBI CJIS Security Policy. I agree to use the system in accordance with the laws of my jurisdiction and will not access data from CA, CO, CT, IL, NJ, NM, OR, VA, VT, WA for immigration enforcement or from CA, CO, CT, HI, IL, MA, MD, ME, NJ, NM, NV, NY, OR, RI, VT, WA, D.C. for reproductive care. I consent to be monitored, recorded, and audited. Unauthorized/improper use may lead to disciplinary action and criminal and/or civil legal penalties. My agency is responsible for the security of my devices and privacy of any data.

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
Open
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: 9/21/2026

Topic: Special Traffic Enforcement Program - Federal Highway Safety Grant Contract

Department: Public Safety / Police Department

Staff Contact: Terry Reed

Background: The Lindsborg Police Department has participated in the Special Traffic Enforcement Program (STEP), funded through the Federal Highway Safety Grant Program, since 2024. The program provides funding to local law enforcement agencies to participate in designated traffic safety enforcement campaigns aimed at improving driver behavior and reducing traffic crashes, fatalities, and serious injuries. STEP combines high-visibility enforcement with public education to address traffic safety concerns such as speeding, impaired driving, and occupant protection.

For the past three years, the Police Department has been awarded approximately **$3,000 annually** through STEP. These funds were primarily used to reimburse the City for overtime expenses incurred by officers working designated STEP enforcement campaigns. Officers would work additional enforcement hours during the required mobilization periods, and following each campaign, the Department would submit the eligible overtime hours for reimbursement. Participation in the required campaigns also made the Department eligible to receive traffic enforcement equipment purchased through the program.

The STEP program was redesigned for the current grant year, resulting in additional funding opportunities for participating agencies. Under the new program, the Lindsborg Police Department has been awarded **$4,000 for reimbursement of overtime expenses** associated with traffic enforcement activities. In addition, the Department was awarded **$2,000 for the purchase of enforcement equipment**, including new radar equipment and preliminary breath test (PBT) devices. These items will directly support speed and impaired-driving enforcement efforts.

The Department was also awarded **$1,000 for training-related expenses**. These funds may be used to reimburse eligible expenses associated with attending the Transportation Safety Conference and Impaired Driving Conference, as well as hosting LIDAR user training. Hosting the LIDAR training will also provide an opportunity for officers from other law enforcement agencies to attend and benefit from the training.

Overall, the redesigned STEP grant increases the Department's available funding from approximately **$3,000 per year to $7,000 for the current grant year**. This represents an additional **$4,000 in grant-funded resources** while continuing to reimburse the City for overtime costs associated with enhanced traffic enforcement. The additional equipment and training funding will allow the Department to replace or improve traffic enforcement equipment, provide officers with additional training opportunities, and continue participating in statewide efforts to reduce speeding, impaired driving, crashes, and traffic-related injuries.

Recommendation: Authorize the approval of the contract for Special Traffic Enforcement Program funding through the Federal Highway Safety Grant Program.

Fiscal Note: The grant will reimburse 100% of eligible expenses.

Funding Source: Police Department reimbursed by Federal Highway Safety Grant

REVIEW:

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

PROJECT NO. SP-1089-27
FEDERAL HIGHWAY SAFETY GRANT PROGRAM
CITY OF LINDSBORG, KANSAS

SUBAWARD CONTRACT

This Subaward Contract ("**Contract**") is entered into by and between the **Secretary of Transportation (the** "**Secretary**"**)**, Kansas Department of Transportation ("**KDOT**"), and the **City of Lindsborg, Kansas (**"**Subrecipient**"**)**, collectively referred to as the "Parties." This **Contract** shall govern certain activities and responsibilities to be carried out by the **Subrecipient** on behalf of the **Secretary**, a grantee of the National Highway Traffic Safety Administration ("**NHTSA**").

RECITALS:

A. The **Secretary** operates a highway safety program (the "Program") and has been awarded funds to implement the Program by the **NHTSA**, (the "Prime Award"), pursuant to the provisions of chapter 4 of title 23 of the United States Code (23 U.S.C. § 401, *et seq.*) and the regulations promulgated thereunder. The funding period, Federal Award Identification No., and Assistance Listing for the Prime Award are indicated in the "**Behavioral Safety Project Detail Plan**."

B. The **Subrecipient** seeks an award of federal highway safety program funds for a highway safety **Project** and has been determined by the **Secretary** to be eligible for such an award.

C. The **Secretary** desires to grant a subaward of the Prime Award (the "Subaward") to the **Subrecipient** to reimburse the costs incurred in the performance of this **Contract** and **Approved Activities** for a maximum **Total Contract Funds** during the **Contract Period** and in accordance with **federal, state, and local laws** and guidelines promulgated thereunder.

D. Certain information required by 2 C.F.R. § 200.332(a)(1) to be included in this **Contract** with respect to the Subaward is set forth in the "**Behavioral Safety Project Detail Plan**," which is attached to and incorporated by this reference.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties hereby agree as follows:

ARTICLE I: DEFINITIONS

The terms as defined in this Article when written in bold text in this **Contract** shall have the following designated meanings:

1. "**Approved Activities**" means the **Project** specific expectations set forth in the "**Behavioral Safety Project Detail Plan**," which is attached to and made a part of this **Contract**.

2. "**Contract**" means this written document, including all Attachments and Exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.

3. "**Contract Period**" means the period of performance of this **Project** as indicated in the "**Behavioral Safety Project Detail Plan**." This **Contract** is effective for the **Contract Period** unless otherwise mutually agreed to in writing by the Parties.

4. "**Federal, state, and local laws**" means all applicable statutes, rules, regulations, executive orders, directives, and other laws, including all laws as presently in effect and as may be amended or otherwise altered during the term of this **Contract**, and all such laws which may be enacted or otherwise become effective during the term of this **Contract**. The term "federal, state, and local laws" shall include the following:

a. Authorizations. Moving Ahead for Progress in the 21st Century (P.L. 112-141), Title I-Motor Vehicle and Highway Safety Improvement Act of 2012, Section 31105; Title Fixing America's Surface Transportation Act (FAST Act), Public Law 114-94, 23 U.S.C. § 402; Title Fixing America's Surface Transportation Act (FAST Act), Public Law 114-94, 23 U.S.C. § 405; applicable provisions of the Infrastructure Investment and Jobs Act (IIJA), Public Law 117-58; and K.S.A. § 75-5023.

b. Policy Requirements. The following subparts of 2 C.F.R. policy requirements: Subpart B, General provisions; Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards; Subpart D, Post Federal; Award Requirements; Subpart E, Cost Principles; Subpart F, Audit Requirements. See also the "Behavioral Safety Project Detail Plan."

c. Regulations, Guidelines, and Literature. 23 C.F.R. Chapter II, State and Community Highway Safety Grant Program; Manual on Uniform Traffic Control Devices; Handbook of Highway Safety Design and Operating Practice, available from Government Publishing Office, Washington, DC 20402; 23 U.S.C. § 402 as amended by the Fixing America's Surface Transportation Act (FAST Act), Pub. L. 114-94; and 23 U.S.C. § 405 as amended by the Fixing America's Surface Transportation Act (FAST Act), Pub. L. 114-94; and applicable provisions of the Infrastructure Investment and Jobs Act (IIJA), Public Law 117-58.

5. "**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.

6. "**NHTSA**" means the National Highway Traffic Safety Administration, a federal agency of the United States.

7. "**Notice to Proceed**" means a written notification from the **Secretary** that the **Subrecipient** is authorized to proceed with performing the **Approved Activities** for the **Project**.

8. "**Project**" means the execution of defined countermeasure strategies targeted to increase traffic safety and carried out in accordance with the state's Triennial Highway Safety Plan.

9. "**Secretary**" means the **Secretary** of Transportation of the State of Kansas, and the **Secretary's** successors and assigns, and **KDOT**, individually and collectively. The **Secretary** may also be referred to as Pass Through Entity "PTE" in this **Contract**.

10. "**Subrecipient**" means the **City of Lindsborg, Kansas,** with its place of business as indicated in the "**Behavioral Safety Project Detail Plan**." The **Subrecipient** may also be referred to as "Participant" or "Lower-Tier Participant" in this **Contract**.

11. "**Total Contract Funds**" means the maximum dollar amount the **Subrecipient** may be reimbursed by the **Secretary** during the **Contract Period** for the **Subrecipient's** performance of **Project Approved Activities** in accordance with this **Contract**. The **Total Contract Funds** is to be determined annually before the end of the previous fiscal year and is indicated in the "**Behavioral Safety Project Detail Plan**."

ARTICLE II: FUNDING

1. Payment of Funds. The **Secretary** agrees to reimburse the **Subrecipient** for costs actually incurred and paid by **Subrecipient** in the performance of **Approved Activities** under this **Contract** in an amount not to exceed the **Total Contract Funds** and in accordance with Article III, paragraph 2.

2. Adjustment of Funds. The amount of **Total Contract Funds** is subject to adjustment by the **Secretary** if a change is made in the **Approved Activities** due to data driven problem identification that affects this **Contract** or if this **Contract** is terminated prior to the expiration of the **Contract**.

3. Costs Incurred; Expenditure of Funds. **Project** funds shall not be expended prior to the **Contract Period** or following the earlier of the expiration or termination of this **Contract**. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the **Approved Activities** and may not exceed the **Total Contract Funds**. Expenses charged against the **Total Contract Funds** shall be incurred in accordance with the Prime Award, and the authorizations, restrictions, and requirements contained in the notice of Prime Award and any amendments thereto and other applicable laws, regulations, grant terms and conditions, and policies.

4. Contingency. The payment of funds to the **Subrecipient** under the terms of this **Contract** shall be contingent on the receipt of such funds by the **Secretary** from applicable state and federal funding sources and shall be subject to **Subrecipient's** continued eligibility to receive funds under the applicable provisions of state and federal laws and the Notice of Prime Award. If the amount of funds that the **Secretary** receives from state and federal funding sources is reduced, the **Secretary** reserves the right to reduce the amount of funds awarded under, or to terminate, this **Contract**. The **Secretary** also reserves the right to deny payment for the **Subrecipient's** expenditures where invoices and/or other reports are not submitted in accordance with this **Contract**.

5. Indirect Cost Rate. The "**Behavioral Safety Project Detail Plan**" contains information on the indirect cost rates, if any, for the **Secretary** and **Subrecipient**.

6. Unallowable Costs. Federal funds cannot be used to supplant the **Subrecipient's** regular

operating expenditures.

ARTICLE III: SECRETARY'S RESPONSIBILITIES

1. Authorization to Proceed. The **Secretary** will issue a written **Notice to Proceed** to the **Subrecipient** regarding the approved date for the **Subrecipient** to begin work.

2. Grant Payment. The **Secretary** agrees to reimburse the **Subrecipient** in accordance with this **Contract** only after receipt of proper billing from the **Subrecipient**.

3. Monitoring and Evaluation. The **Secretary** shall monitor, evaluate, and provide guidance and direction to the **Subrecipient** in the conduct of performance under this **Contract**. The **Secretary** has the responsibility to determine whether the **Subrecipient** has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of the **Subrecipient** to ensure that the **Subrecipient** has met such requirements. The **Secretary** may require the **Subrecipient** to take corrective action if deficiencies are found.

ARTICLE IV: SUBRECIPIENT'S RESPONSIBILITIES

In executing this **Contract**, the **Subrecipient** acknowledges and agrees to comply with the following:

1. Scope of Services. The **Subrecipient** shall furnish the necessary personnel, facilities, and such other professional services as may be required to perform the **Approved Activities**.

2. Authorization to Proceed. The **Subrecipient** may begin performance of the **Approved Activities** upon receipt of the **Secretary's** written **Notice to Proceed**.

3. Limitation on Incurred Expenditures. The **Subrecipient** shall not incur **Project** expenditures prior to the start of the **Contract Period** for this **Contract** and receipt of the **Notice to Proceed**.

4. Reimbursement of Costs. This is a reimbursement grant for which, after submitting a reimbursement claim to the **Secretary**, the **Subrecipient** may be reimbursed with **Project** funds for its payment of any actual **Project** costs. Reimbursement of actual **Project** costs incurred by the **Subrecipient** shall be made in accordance with this **Contract**.

5. Salary Expenditures. The **Subrecipient** shall not supplant any salary expenditure provided for by the **Subrecipient's** current budget with any funds provided under this **Contract**.

6. Retention of Records. The **Subrecipient** shall maintain records relating to this **Contract** and performance of the **Approved Activities** for a period of five (5) years from the end date of the **Contract Period**. The **Subrecipient** shall make all records, books, papers, and other documents that relate to this **Contract** available at all reasonable times for inspection, review, and audit by the **Secretary**, the United States Department of Transportation, **NHTSA**, the U.S. Government Accountability Office, the Office of Inspector General, the Comptroller General of the United

States, or each of their authorized representatives.

7. Improper Payments. Any item of expenditure by the **Subrecipient** under the terms of this **Contract** found by auditors, investigators, or other authorized representatives of the **Secretary**, **NHTSA**, the U.S. Government Accountability Office, or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law, the terms of the Prime Award, or this **Contract**, or involving any fraudulent, deceptive, or misleading representations or activities of the **Subrecipient**, shall become the **Subrecipient's** liability, to be paid by the **Subrecipient** from funds other than those provided by the **Secretary** under this **Contract** or any other agreements between the **Secretary** and the **Subrecipient**. This provision shall survive the expiration or termination of this **Contract**.

8. Closeout. Final payment request(s) under this **Contract** must be received by the **Secretary** within thirty (30) days from the earlier of the expiration of the **Contract Period** or termination date of this **Contract**. Untimely payment requests will not be accepted by the **Secretary** without authorization from the **Secretary**. The **Subrecipient's** acceptance of final payment from the **Secretary** shall constitute an agreement by the **Subrecipient** to release and forever discharge the **Secretary**, and the **Secretary's** agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action, or suits of any nature whatsoever, which the **Subrecipient** has at the time of acceptance of final payment or may have thereafter, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this **Contract**. The **Subrecipient's** obligations to the **Secretary** under this **Contract** shall not terminate until all closeout requirements are completed to the satisfaction of the **Secretary**. Such requirements include submitting final reports to the **Secretary** and providing any closeout-related information requested by the **Secretary** by the deadlines specified by the **Secretary**. This provision shall survive the expiration or termination of this **Contract**.

9. Prior Approval for Changes. The **Subrecipient** shall not transfer allocated funds among cost categories within a budgeted program account or make any changes, directly or indirectly, in program design or the **Approved Activities** without the prior written approval of the **Secretary**.

10. Cooperation in Monitoring and Evaluation. The **Subrecipient** shall permit the **Secretary** to carry out monitoring and evaluation activities of any performance measurement system required by applicable law, regulation, funding sources guidelines, or by the terms and conditions of the Prime Award that include, but are not limited to, providing documentation necessary for record keeping and auditing purposes. The **Subrecipient** shall ensure, to the greatest extent possible, the cooperation of its agents, employees, and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this **Contract**.

11. Audit.

a. Audit Requirements for Federal Awards. The **Subrecipient** shall comply with the 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"). 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. Agency Audit. If the Audit Standards set forth in 2 C.F.R. Part 200 do not apply, the **Secretary** and/or the **NHTSA** may request, in their sole discretion, to conduct an audit of the **Project**. Upon the request of the **Secretary** and/or the **NHTSA** for an audit, the **Subrecipient** shall participate and cooperate with any reviews or audits of the activities under this **Contract**; make its records and books available to representatives of the requesting agency for a period of five (5) years from the date of final payment under this **Contract**; and ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. If an audit reveals the **Subrecipient** has expended grant funds in any manner not authorized under this **Contract**, the **Subrecipient** shall promptly reimburse the **Secretary** for such funds upon notification by the **Secretary**.

12. Compliance with Prime Award and Subaward. The **Subrecipient** shall perform all activities funded by this **Contract** in accordance with this **Contract** and cooperate fully with the **Secretary** in efforts to comply with the requirements of the Prime Award, including any amendments thereto.

13. Licenses, Certifications, Permits, Accreditation. The **Subrecipient** shall procure and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to the **Secretary** proof of any licensure, certification, permit, or accreditation upon request.

14. Safety Belt Usage. The **Subrecipient** has and operates under, or within one year of this **Contract**, shall have in place and operate under, a policy which requires its employees to comply with the Kansas Safety Belt Use (K.S.A. § 8-2501, *et seq.*) and Child Passenger Safety (K.S.A. § 8-1343, *et seq.*) Acts when engaged in official travel by public or private vehicle. The **Subrecipient** may request a model policy from the **Secretary**.

15. System for Award Management. The **Subrecipient** shall maintain current registrations in the System for Award Management (http://www.sam.gov) at all times during which it has active federal awards.

16. Certification Regarding Sexual Harassment. The **Subrecipient** shall comply with Executive Order 18-04 (February 5, 2018), by signing the "**Policy Regarding Sexual Harassment Attachment**," which is attached to and made a part of this **Contract**.

17. Certifications and Assurances. The **Subrecipient** shall comply with the provisions found in the most recent "**Subrecipient Certifications and Assurances**" that apply to subrecipients, which is attached to and made a part of this **Contract**.

18. Federal Award Compliance Requirements. The **Subrecipient** shall comply with the applicable provisions of 2 C.F.R. Part 200 listed on the "**Federal Award Compliance Requirements**

Attachment," which is attached to and made a part of this **Contract**.

19. Confidentiality; Protection of Personally Identifiable Information. The **Subrecipient** shall maintain as confidential all information and records relating to this **Contract** and shall not disclose or otherwise release the same unless authorized under the Kansas Open Records Act (K.S.A. § 45-215, *et seq.*), the Freedom of Information Act (5 U.S.C. § 552), or a current and valid court order.

20. Prohibited Use of Certain Technologies. The **Subrecipient** shall comply with 2 C.F.R. § 200.216 and 2 C.F.R. § 200.471, which prohibit recipients and subrecipients of federal funds from obligating or expending loan or grant funds, if any, 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.

21. Covenant Against Contingent Fees. The **Subrecipient** represents and warrants that no person or entity has been employed or retained to solicit or secure this **Contract** upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this representation and warranty, the **Secretary** shall have the right to annul this **Contract** without liability or, in its discretion, to offset against amounts it owes the **Subrecipient** under this **Contract** or otherwise recover from the **Subrecipient** the full amount of such commission, percentage, brokerage, or contingent fee, and to seek any other legal remedies available to it as a result of such breach. The "**Covenant Against Contingent Fees Attachment**," is attached to and made a part of this **Contract**.

22. No Assignment. The **Approved Activities** to be performed under the terms of this **Contract** shall be performed by the **Subrecipient** and shall not be assigned, sublet, or transferred to any other party without the written consent of the **Secretary**.

23. Accounting. Upon the **Secretary's** request, the **Subrecipient** shall provide the **Secretary** with an accounting of all actual **Project** costs to enable the **Secretary** to report all costs of the **Project** to the legislature.

24. Policies. The **Subrecipient** shall comply with **KDOT** Behavioral Safety policies related to federally funded highway safety programs, which are available online at Behavioral Safety Grant Program Policy Manual and Special Traffic Enforcement Program Policy Manual.

25. Reporting. Each request for reimbursement the **Subrecipient** submits to **KDOT** shall be accompanied by an activity and/or performance report that details the **Project** activities conducted during the timeframe covered by said reimbursement request.

ARTICLE V: GENERAL PROVISIONS

1. Acceptance. No contract provision or use of items by the **Secretary** shall constitute acceptance or relieve the **Subrecipient** of liability in respect to any expressed or implied warranties.

2. Amendment. Any amendment to this **Contract** shall be in writing and signed by the Parties.

3. Binding Agreement. This **Contract** and all contracts entered into under the provisions of this **Contract** shall be binding upon the **Secretary** and the **Subrecipient** and their successors in office.

4. Boycott of Israel. If the **Total Contract Funds** is an aggregate price of more than $100,000.00 and the **Subrecipient** is a "company," the **Subrecipient** shall certify that it is in compliance with K.S.A. § 75-3740e and K.S.A. § 75-3740f, by signing the "**Certification of Company Not Currently Engaged in a Boycott of Goods or Services from Israel**" attachment, which is attached to and made a part of this **Contract**. For purposes of this paragraph, "company" means an organization, association, corporation, partnership, venture or other entity, its subsidiary or affiliate, which exists for profitmaking purposes or to otherwise secure economic advantage; "company" does not mean an individual.

5. Certification of Procurement. The **Subrecipient** shall comply with the requirements of the "**Certification of Company not Currently Engaged in the Procurement or Obtainment of Certain Equipment, Services, or Systems**" attachment, which is attached to and incorporated into this **Contract** by this reference.

6. Civil Rights Act. The "**Civil Rights Act Attachment**" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this **Contract**.

7. Contract Summary. The "**Behavioral Safety Project Detail Plan**" is attached and made a part of this **Contract**.

8. Contractual Provisions. The provisions found in the current version of the "**Contractual Provisions Attachment (Form DA-146a)**," which is attached hereto, are hereby incorporated into this **Contract**, and made a part thereof.

9. Correspondence. Any notice required or submitted under this **Contract** shall be deemed given if personally delivered or mailed by registered or certified mail, return receipt requested and postage prepaid, to the addresses of the Parties as specified in section 1 of the "**Behavioral Safety Project Detail Plan**."

10. Counterparts. This **Contract** may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

11. Entire Agreement. This **Contract**, with all attached exhibits, expresses the entire agreement between the Parties with respect to the **Subrecipient's** participation in the **Project**. No representations, promises, or warranties have been made by the Parties that are not fully expressed or incorporated by reference in this **Contract**.

12. Headings. All headings in this **Contract** 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.

13. Independent Contractor Relationship. The relationship of the **Subrecipient** to the **Secretary** is that of an independent contractor and not of an employee/employer. It is expressly understood that any individual performing services under this **Contract** on behalf of the **Subrecipient** shall not be deemed to be an employee or independent contractor of the **Secretary**, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from the **Secretary**. The **Subrecipient** agrees that it is solely responsible for the reporting and payment of income, social security, and other employment taxes due to the proper taxing authorities with respect to such personnel. The **Subrecipient** agrees to indemnify, defend and hold harmless the **Secretary** and its directors, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security, and other employment taxes and the provision of employee benefits (including but not limited to workers' compensation, unemployment insurance, and health insurance coverage or assessable payments required under state or federal) with respect to such individual performing services under this **Contract** on behalf of the **Subrecipient**. This provision shall survive the expiration or termination of this **Contract**.

14. Integration. This **Contract** supersedes all oral agreements, negotiations, and representations between the Parties pertaining to the subject matter of this **Contract**.

15. No Third-Party Beneficiaries. No third-party beneficiaries are intended to be created by this **Contract** and nothing in this **Contract** authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this **Contract**.

16. Nondiscrimination and Workplace Safety. The **Subrecipient** shall comply with all **federal, state, and local laws**, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules, or regulations may result in termination of this **Contract**.

17. Restriction on State Lobbying. Funds provided by the **Secretary** under this **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.

18. Retainage. In the event the **Subrecipient** is awarded $100,000.00 or more by the **Secretary** under this **Contract**, the **Subrecipient** acknowledges and agrees the **Secretary** may retain up to five percent (5%) of the **Total Contract Funds** by executing this **Contract**. Any such retainage will be deducted from the first reimbursement voucher and returned to the **Subrecipient** upon submission of all activity and financial supporting documentation at the end of the fiscal year.

19. Severability. If any provision of this **Contract** is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this **Contract** shall not be affected, and each provision of this **Contract** shall be enforced to the fullest extent permitted by law.

20. Technical Advice and Assistance; Limitations. Technical advice, assistance, or both, provided by the **Secretary** under this **Contract** shall not be construed as an undertaking by the **Secretary** of the duties of the **Subrecipient** or any other individual or entity, or the duties of any Consultant, Contractor, licensed professional engineer, or inspector hired by the **Subrecipient**.

21. Termination by Either Party. Either Party may terminate this **Contract** upon thirty (30) days written notice to the other party for any reason; provided, however, the **Subrecipient** shall not be paid more than it would receive under the terms of this **Contract** for that portion of **Approved Activities** rendered to the date of termination. In the event of termination of this **Contract**, the **Secretary** will reimburse the **Subrecipient** for any reimbursable, non-cancellable expenses so long as such expenses were previously approved by the **Secretary**.

22. Termination by the Secretary. If, in the judgment of the **Secretary**, sufficient funds are not appropriated to continue the function performed in this **Contract** and for the payment of the charges hereunder, the **Secretary** may terminate this **Contract**. The **Secretary** may also terminate this **Contract** for purposes of convenience upon 30 days written notice to the **Subrecipient**. In either event, the **Secretary** will participate in all costs approved by the **Secretary** incurred prior to the termination of the **Contract**.

23. Waiver. A Party's failure to exercise or delay in exercising any right, power, or privilege under this **Contract** shall not operate as a waiver. Further, no single or partial exercise of any right, power, or privilege shall preclude any other or further exercise thereof.

IN WITNESS WHEREOF the Parties have caused this **Contract** to be signed by their duly authorized officers as of the **s**tart of the **Contract Period**.

SUBRECIPIENT
City of Lindsborg, Kansas

_____
Signature of authorizing official

_____
Print Name

_____
Print Title

_____
Date

Kansas Department of Transportation
Secretary of Transportation

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

Index of Exhibits and Attachments

☒Behavioral Safety Project Detail Plan
☒Federal Award Compliance Requirements Attachment
☒Policy Regarding Sexual Harassment Attachment
☒Subrecipient Certifications and Assurances
☒Covenant Against Contingent Fees Attachment
☐Certification of Company Not Currently Engaged in a Boycott of Goods or Services from Israel
☒Certification of Company not Currently Engaged in the Procurement or Obtainment of Certain Equipment, Services, or Systems
☒Civil Rights Act Attachment
☒Contractual Provisions Attachment (Form DA – 146a)
☐Certification Regarding Federal Lobbying Attachment (if over $100,000)
☐Certification by Subrecipient Regarding Debarment and Suspension (if over $25,000)

KDOT Behavioral Safety Project Detail Plan

SECTION 1: SUBRECIPIENT INFORMATION				
Subrecipient Name		**Project Title**		
City of Lindsborg		Lindsborg Police Department STEP		
Unique Entity Identifier (UEI)	**UEI Expiration Date**		**Federal Employer ID (FEIN)**	
KZALXP6VU259	12/12/2026		48-6019638	
Mailing Address		**City**	**State**	**Zip Code**
101 S Main St		Lindsborg	KS	67456

SECTION 2: FEDERAL AWARD			
FAIN Number	**Date of Award**	**Performance Start**	**Performance End**
69A37525300004020KS0	11/25/2024	10/1/2024	9/30/2028
Assistance Listing		**Federal Awarding Agency**	
20.600 State and Community Highway Safety		NHTSA	
Funding Source	**Eligible Use Code(s)**		
402	PT – Traffic Enforcement Services		

SECTION 3: PASS-THROUGH ENTITY		
Pass-Through Entity Name	**Awarding Official**	**Contact Information**
KDOT	Greg Schieber, P.E., Deputy Secretary and State Transportation Engineer	KDOT Legal Contact: KDOT#OCC.Contracts@ks.gov
Indirect Cost Rate	**KDOT Project Director**	
63.0%	Melissa Simpson, Program Consultant, KDOT.BehavioralSafety@ks.gov	

SECTION 4: OBLIGATED FUNDS			
Contract Period	**Total Contract Funds**	**Total Amount of Federal Funds Obligated**	
October 1, 2026 – September 30, 2027	$7,000.00	$7,000.00	
Is Subaward R&D?	No	**Indirect Cost Rate**	n/a

SECTION 5: CONTACT INFORMATION		
Signatory Authority Name	**Signatory Authority Title**	**Signatory Authority Email**
Terry Reed	Chief of Police	treed@lindsborgcity.org
Subrecipient Project Director	**Subrecipient Phone Number**	**Subrecipient Email**
Terry Reed	n/a	treed@lindsborgcity.org
Financial Contact Name	**Financial Contact Title**	**Financial Contact Email**
David Hay	Finance Director	davidh@lindsborgcity.org
Legal Contact Name	**Legal Contact Phone Number**	**Legal Contact Email**
Zachary Strella	(620) 291-4055	zstrella@strellalegalservices.com

SECTION 6: PROBLEM IDENTIFICATION

McPherson County has had 106 fatalities and serious injuries resulting from traffic crashes from 2020 to 2025.

- Observed seat belt use rate of 90% in 2025 (statewide average of 84%). With 20 unbelted fatalities from 2020 to 2025, McPherson County is overrepresented in crash data based on population size.

- 1 in 4 serious injuries and fatalities involve impaired driving.
- Speed is involved in 1 in 6 serious injuries and fatalities.
- 1 in 4 serious injuries and fatalities involve distracted driving.
- Roadside crashes have accounted for 12 fatalities and serious injuries since 2020.

**Data analysis based on crashes reported to KDOT for 2020-2025 in the identified county. 2025 crash data is preliminary.*

SECTION 7: COUNTERMEASURE STRATEGY

High Visibility Enforcement

SECTION 8: PROJECT DESCRIPTION

The Special Traffic Enforcement Program (STEP) is designed for local law enforcement agencies to participate in designated traffic safety mobilizations to improve driver behavior and decrease crashes, fatalities and serious injuries. High visibility enforcement is used by agencies to address their communities' most significant traffic safety issues. Enforcement is supported by community education and publicity to deliver effective safety countermeasures in Kansas communities. The mobilizations selected as focus areas by the agency are detailed in Section 11 and correspond to the local problem identification provided in Section 6.

Grant funds will be used to purchase radars and preliminary breath test (PBT) devices. PBTs and supplies equip law enforcement officers with necessary supplies to conduct effective impaired driving enforcement. Radars can be used to support the agency's speed enforcement efforts.

Training funds may be used for travel expenses related to the Transportation Safety Conference, the Impaired Driving Conference and hosting a LIDAR User Training. The LIDAR User Training will be made available to other law enforcement agencies to attend.

SECTION 9: OBJECTIVES & OUTCOMES

Enforcement:

- Agency to achieve 2 contacts per hour of overtime enforcement worked

Training:

- Agency to support 1 officer to attend the Kansas Transportation Safety Conference and 1 officer to attend the Kansas Impaired Driving Conference
- Agency to host 1 LIDAR user training

SECTION 10: PROJECT BUDGET

Expense Type	Description	Amount
Personnel	Overtime hours for traffic safety enforcement	$4,000.00
Equipment	Approved purchases not to exceed budget line item may include radars and PBTs	$2,000.00
Commodities	n/a	$0.00
Contractual	n/a	$0.00
Travel	Hotel, mileage, per diem and registration fees not to exceed budget line item for: • Transportation Safety Conference • Impaired Driving Conference • LIDAR User Training	$1,000.00
Indirect Cost Rate	n/a	$0.00
Total		$7,000.00

SECTION 11: STEP PROGRAM DETAILS			
Subrecipients participating in STEP shall average a minimum of two (2) contacts per hour of reimbursed STEP enforcement.			
The "Subrecipient" agrees to participate in the following STEP campaigns:			
☒ **October 8-19 Speeding**	☐ October 20-31 Distracted/OP	☐ November 9-19 Move Over	☒ **November 20-30 Seat Belts/Impaired**
☒ **December 18-January 4 Impaired**	☒ **February 8-19 School Zone/Impaired**	☒ **March 12-18 Impaired**	☒ **March 19-31 Speeding**
☒ **April 1-15 Distracted**	☒ **April 16-21 Impaired**	☐ April 22-30 Move Over	☒ **April & May Weekends Underage Drinking**
☒ **May 21-June 4 Seat Belts**	☒ **June 25-July 5 Impaired**	☒ **July 9-26 Speeding**	☒ **August 25-September 7 Impaired**
☒ **September 8-17 School Zone/Bus**	☐ Local Special Event:		

FEDERAL AWARD COMPLIANCE REQUIREMENTS ATTACHMENT

The following provisions of 2 C.F.R. Part 200 shall apply to this **Contract**:

1. Subpart A – Acronyms and Definitions (2 C.F.R. § 200.0, *et seq*.).
2. Subpart B – General Provisions (2 C.F.R. § 200.100, *et seq*.).
3. Subpart C – Pre-Federal Award Requirements and Contents of Federal Awards (2 C.F.R. § 200, *et seq*.).
4. Subpart D – Post Federal Award Requirements (2 C.F.R. § 300, *et seq*.).
5. Subpart E – Cost Principles (2 C.F.R. § 200.400, *et seq*.).
6. Subpart F – Audit Requirements.

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.

2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.

3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.

4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.

5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.

6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.

7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.

8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.

9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

_____ _____

Signature and Date Printed Name

SUBRECIPIENT CERTIFICATIONS AND ASSURANCES[1]
23 U.S.C. CHAPTER 4 PASS-THROUGH FUNDING
FFY 2027

The provisions contained in this Subrecipient Certifications and Assurances attachment are required by 23 C.F.R. Part 1300, Appendix A and are applicable to subrecipients. The Subrecipient shall comply with these provisions.

NONDISCRIMINATION

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are 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);
- 49 CFR part 21 (*entitled Non-discrimination in Federally–Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- 28 CFR 50.3 (*U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964*);
- *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);
- *Federal–Aid Highway Act of 1973*, (23 U.S.C. 324 et seq.), *and Title IX of the Education Amendments of 1972*, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit 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);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100–209), (broadens 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, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

[1]See 23 C.F.R. Pt. 1300, App. A.

POLITICAL ACTIVITY (HATCH ACT)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate

in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
   b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered 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) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
   d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
   a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
   b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

COVENANT AGAINST CONTINGENT FEES ATTACHMENT

I hereby certify that I am _____ and duly authorized representative of _____ (CONTRACTOR) and that neither I nor the above agency I here represent has:

(a) employed or retained for the payment of a commission, percentage, brokerage, contingent fee, or other consideration, any person (other than a bona fide employee working solely for me or the CONTRACTOR) to solicit or secure this Agreement,

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization of persons (other than a bona fide employee working solely for me or the CONTRACTOR) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the Agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Secretary of Transportation of the State of Kansas in connection with this Agreement and is subject to applicable State and Federal laws, both criminal and civil.

_____ (Date)

_____
Name:_____
Title: _____

CERTIFICATION OF COMPANY NOT CURRENTLY ENGAGED IN THE PROCUREMENT OR OBTAINMENT OF CERTAIN EQUIPMENT, SERVICES, OR SYSTEMS

WHEREAS, pursuant to Public Law 115-232, Section 889 of the John S. McCain National Defense Authorization Act of 2019, "covered telecommunications equipment or services" is defined as:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
(2) Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company (or any subsidiary or affiliate of such entities).
(3) Telecommunications or video surveillance services provided by such entities or using such equipment.
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

WHEREAS, a "covered foreign country" means any of the following: (1) The People's Republic of China, (2) The Russian Federation, or (3) any country that is a state sponsor of terrorism[1].

WHEREAS, foreign adversaries are increasingly creating and exploiting vulnerabilities in covered telecommunications equipment which store and communicate vast amounts of sensitive information and support infrastructure and emergency services, in order to commit malicious cyber-enabled actions;

WHEREAS, the unrestricted acquisition or use in the State of Kansas of covered telecommunications equipment designed, developed, manufactured, or supplied by persons owned by, controlled by, or subject to the jurisdiction or direction of foreign adversaries augments the ability of foreign adversaries to create and exploit vulnerabilities in technological equipment, services, or systems; and

WHEREAS, the State of Kansas has an interest in protecting itself against threats related to foreign adversary's exploitation of vulnerabilities in covered telecommunications equipment.

THEREFORE, Contractor certifies that it shall not provide or procure to the State of Kansas or any agency thereof any covered telecommunications equipment either in whole or in part of any product or during the commission of any service.

FURTHERMORE, and notwithstanding any other contracts or agreements with Contractor, if Contractor has violated, misrepresented, or otherwise fails to comply with this certification document as determined by the State, the State may terminate any contract without penalty with Contractor immediately.

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[1] Designations of a "state sponsor of terrorism" may be found at the U.S. Department of State website. https://www.state.gov/state-sponsors-of-terrorism/#:~:text=Currently%20there%20are%20four%20countries,)%2C%20Iran%2C%20and%20Syria.&text=For%20more%20details%20about%20State,in%20Country%20Reports%20on%20Terrorism.

By signing the below, Contractor acknowledges and agrees to comply with the provisions of this policy.

CONTRACTOR

_____	_____
Signature, Title	Date

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 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.