CITY COUNCIL MEETING
AGENDA
OCTOBER 5, 2026
6:30 P.M.

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

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

   A. Approval of Minutes
      1) Regular Meeting September 21, 2026
   B. Payroll Ordinance No. 5612
   C. Purchase Order Ordinance No. 5613
7. APPOINTMENTS
   A. Lindsborg Housing Authority
8. COMMITTEE/STAFF REPORTS
9. OLD BUSINESS
   A. Bethany College Memorandum of Agreement
10. NEW BUSINESS
    A. DS&O Mutual Aid Agreement
    B. Public Works Restroom
    C. Cereal Malt Beverage Application
    D. Fire Bunker Gear
    E. Kansas Department of Commerce and Patterson Family Foundation Grants
    F. Downtown Sidewalk and Seating Guidelines
11. EXECUTIVE SESSION
12. OTHER
13. ADJOURNMENT

LINDSBORG
KANSAS

Upcoming Meetings

OCTOBER 2026

Mon. October 5	5:30 p.m.	Study Session
	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)

NOVEMBER 2026

Mon. November 2	6:30 p.m.	City Council Meeting
Tues. November 3	3:00 p.m.	CVB Advisory Board Meeting
Tues. November 10	6:30 p.m.	Board of Zoning Appeals (as required)
Wed. November 11		City Offices Closed for Veterans Day
Mon. November 16	6:30 p.m.	City Council Meeting
Tues. November 17	8:30 a.m.	Tree Board Meeting
	6:30 p.m.	Design Review Board (as required)
Tues. November 24	6:30 p.m.	Planning Commission (as required)
November 26-27		City Offices Closed for Thanksgiving

LINDSBORG CITY COUNCIL
Lindsborg City Hall
September 21, 2026–6:30 p.m.
Meeting Minutes

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

OTHERS PRESENT: Tanner Faust, Roxie Sjogren, Holly Lofton, David Hay, Chief Terry Reed, Noah Flores, Milton Collins, Denny Walker, Lauren Doak, Scott Bontz, Thomas Lynch, Brandon Burch, Maggie Fischer, Sabrina Anzo, Michael Kramer, Angela Woods, Jamie Peterson, Stacey Lott, Angie Ahlstedt, Luke Garretson, Kerrigan Guthrie, Laurin Burkhart, Quayd Burkhart, Isabel Bellizio, Anne Anderson, Laura Crawley

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, Stacey Lott, Luke Garretson, Kerrigan Guthrie, Lauren Burkhardt, Quayd Burkhardt, and Isabel Bellizio all spoke in opposition to Flock cameras in Lindsborg.

AMENDMENTS TO THE AGENDA:
Mayor Shultz recommended removing the flock camera policy agenda item until the remaining updates could be added.

Council President Rebecca Van Der Wege recommended keeping it on the agenda, with Council's understanding that this is step one of a broader plan addressing the Flock Camera policy.

MAYOR'S REPORT:
Mayor Shultz thanked Public Works Director Denny Walker and his department for the job they did on the city streets this past week.

Mayor Shultz commended CVB Director Holly Lofton on the great job with the Lindsborg booth at the State Fair. He also recognized Kallie Tuttle who had the Yankee Doodle Dandy Dala Horse at the state fair and won a purple ribbon.

Mayor Shultz shared that City Clerk Roxie Sjogren would be contacting the 3 candidates who applied for the open Ward 4 council position for interviews.

CONSENT AGENDA
Councilmember Andrew Smith moved to approve the minutes from the September 8, 2026, budget hearing, minutes from September 8, 2026, regular Council meeting, Payroll Ordinance 5610, and Purchase Order Ordinance 5611. Motion seconded by Councilmember Kirsten Bruce and passed 7-0 by roll call vote.

APPOINTMENTS:
Mayor Shultz appointed Mark Lott to the Planning Commission with no objections from Council.

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COMMITTEE REPORTS:
Public Works Director Denny Walker shared an update on the annual chip seal maintenance.

The company coming in to do the Curb and Gutter work is hoping to be in Lindsborg in late October.

OLD BUSINESS:
Mayor Shultz shared that the Bethany College Memorandum of Agreement is being worked on and will be brought back to Council for consideration.

NEW BUSINESS:
Design Agreement for U-2594-01 City Connecting Link Improvement Program (CCLIP)
On April 6, 2026, 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 five percent.

Task Order LS26-003 with Wilson & Company 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 was in attendance at the City Council meeting to provide an overview of the CCLIP project and to present the proposed engineering services task order.

Councilmember Ericka Lysell moved to approve task order LS26-003 with Wilson & Company Engineers for the Harrison-Cole surface preservation project with a cost not to exceed $79,700. Motion was seconded by Councilmember Andrew Smith and passed 7-0 by roll call vote.

Merchant Services Processor Agreement
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

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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.

Councilmember Andrew Smith moved to approve Global Payments as the City's credit card processing provider and authorized the City Clerk to execute the necessary agreements. Motion was seconded by Councilmember Kirsten Bruce and passed 7-0 by roll call vote.

Peterson Water Rights Lease
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.

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

Letter of Intent – Legacy Grant for Riverside Park Restroom Project
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. Council was provided with a letter that 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, staff 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.

Councilmember Larry Lysell moved to approve the submission of a letter of intent to the McPherson County Community Foundation. Motion was seconded by Council President Rebecca Van Der Wege and passed 7-0 by voice vote.

Review/Revise Flock Safety Camera policy
At the August 17, 2026, 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 presented 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.

No action was taken. A Study Session on Flock was scheduled for October 5, 2026.

Special Traffic Enforcement Program
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.

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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.

Councilmember Kirsten Bruce moved to authorize the approval of the contract for Special Traffic Enforcement Program funding through the Federal Highway Safety Grant Program. Motion was seconded by Councilmember Ericka Lysell and passed 7-0 by roll call vote.

ADJOURNMENT:
Councilmember Kirsten Bruce moved for adjournment, seconded by Councilmember Andrew Smith, and passed 7-0 by voice vote. The meeting was adjourned at 8:26 p.m.

Respectfully Submitted,

Roxie Sjogren

Roxie Sjogren, MMC
City Clerk

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City of Lindsborg, KS

Expense Approval Register

APPKT00767 - 2026.10.5 "A" COUNCIL PAYABLES

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: AIR & FIRE SYSTEMS, INC.					
AIR & FIRE SYSTEMS, INC.	79548	10/05/2026	FIRE EXT/MAINT	001-5-003-4000	64.80
				Vendor AIR & FIRE SYSTEMS, INC. Total:	**64.80**
Vendor: AMAZON CAPITAL SERVICES					
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	HYDROGEN PEROXIDE	001-5-002-5000	39.46
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	DAILY PLANNER	001-5-002-5000	24.45
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	DAY PLANNER	001-5-002-5000	19.55
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	ASTROBRIGHT CARDSTOCK	001-5-002-5000	12.29
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	ASTROBRIGHT CARDSTOCK	001-5-002-5000	49.16
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	ASTROBRIGHT CARDSTOCK	001-5-002-5000	49.16
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	ASTROBRIGHT CARDSTOCK	001-5-002-5000	12.29
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	BATTERIES	001-5-002-5000	21.99
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	TONER CARTRIDGES	001-5-002-5000	138.49
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	APC BATTER BACKUP	001-5-003-5000	101.13
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	LOCKBOX	001-5-003-5000	13.29
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	DEFIBRILLATOR BATTERIES	001-5-003-5000	149.00
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	ERASABLE CALENDAR	001-5-003-5000	30.57
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	DEFIBRILLATOR BATTERIES	001-5-004-5000	149.00
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	LIGHT BULBS	001-5-007-5000	22.39
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	mutt mitt dog station bags	001-5-007-5000	149.99
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	GATORLINE TRIMMER LINE	001-5-007-5000	47.89
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	CLEANING BRUSH	001-5-014-5000	29.90
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	VINGLI ROLLING CHEST	001-5-014-5000	277.98
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	WHITE SPRAY PAINT	023-5-001-5000	43.48
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	VOLLEYBALL FOR TRAINING	023-5-001-5000	127.16
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	FLAG FOOTBALL BELTS	023-5-001-5000	34.99
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	LASER PRINTER	028-5-001-5000	114.45
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	CARTRIDGE TONER	028-5-001-5000	63.71
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	DEFIBRILLATOR BATTERIES	029-5-001-5000	149.00
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	PHOTO PAPER	036-5-001-5000	99.98
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	NAME TAG STICKERS	036-5-001-5000	29.37
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	BATTERIES	070-5-021-5000	20.29
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	LARGE PLANNER	070-5-021-5000	11.44
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	STACKABLE STORAGE BINS	070-5-021-5000	66.94
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	SWIVEL STND DESK PINPADS	070-5-021-5000	53.72
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	LARGE PLANNER	084-5-001-5000	11.44
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	LASER PRINTER	084-5-001-5000	114.45
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	CARTRIDGE TONER	084-5-001-5000	63.70
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	STACKABLE STORAGE BINS	084-5-001-5000	66.94
AMAZON CAPITAL SERVICES	1NT4-LFW7-J1GM	10/25/2026	SWIVEL STND DESK PINPADS	084-5-001-5000	53.72
				Vendor AMAZON CAPITAL SERVICES Total:	**2,462.76**
Vendor: ANIXTER INC					
ANIXTER INC	6884857-00	10/05/2026	SLEEVE PIGTAIL/INSU GUY S...	070-5-021-5000	476.71
ANIXTER INC	6896729-00	10/05/2026	CON VISE/CLAMP/POLECRETE	070-5-021-5000	1,962.66
ANIXTER INC	6913149-00	10/05/2026	POLE WOOD 30FT	070-5-021-5000	724.37
				Vendor ANIXTER INC Total:	**3,163.74**
Vendor: ARLAN COMPANY, INC					
ARLAN COMPANY, INC	17563	10/05/2026	STABILIZER	001-5-012-5000	333.60
				Vendor ARLAN COMPANY, INC Total:	**333.60**
Vendor: BORDER STATES INDUSTRIES, INC.					
BORDER STATES INDUSTRIES,...	933248206	10/05/2026	PAN MULTI TAP CONNECTOR	070-5-021-5000	215.62
BORDER STATES INDUSTRIES,...	933181946	10/05/2026	CODING TAPE/FUSE INK/STD...	070-5-021-5000	505.72
				Vendor BORDER STATES INDUSTRIES, INC. Total:	**721.34**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: BOYER & PRICE LAW OFFICES					
BOYER & PRICE LAW OFFICES	INV0003709	10/05/2026	MUNICIPAL JUDGE	001-5-002-4109	1,460.00
				Vendor BOYER & PRICE LAW OFFICES Total:	**1,460.00**
Vendor: C & L HEATING & COOLING					
C & L HEATING & COOLING	2026-422	10/05/2026	FURNACE CLEANING	001-5-003-4000	275.00
C & L HEATING & COOLING	2026-426	10/05/2026	FURNACE CLEANING	029-5-001-4000	250.00
				Vendor C & L HEATING & COOLING Total:	**525.00**
Vendor: CHERRYROAD MEDIA INC					
CHERRYROAD MEDIA INC	4167010	10/05/2026	SPONSORSHIP	001-5-002-4102	15.00
				Vendor CHERRYROAD MEDIA INC Total:	**15.00**
Vendor: CORE & MAIN LP					
CORE & MAIN LP	z749119	10/05/2026	TAPT REP CLP	084-5-001-5000	379.34
CORE & MAIN LP	Z773575	10/05/2026	METER TILE	084-5-001-5000	60.93
CORE & MAIN LP	Z714000	10/05/2026	METER TILE/BLUE TUBE/RUB...	084-5-001-5000	270.75
				Vendor CORE & MAIN LP Total:	**711.02**
Vendor: CROWN DISTRIBUTORS LLC					
CROWN DISTRIBUTORS LLC	W-7497882	09/22/2026	BEER PURCHASE	024-5-001-5202	181.35
CROWN DISTRIBUTORS LLC	W-7501989	09/22/2026	BEER PURCHASE	024-5-001-5202	24.40
				Vendor CROWN DISTRIBUTORS LLC Total:	**205.75**
Vendor: CUTLER CROOMES					
CUTLER CROOMES	INV0003717	10/05/2026	REIMBURSEMENTHYD FLUID	084-5-001-5000	54.99
				Vendor CUTLER CROOMES Total:	**54.99**
Vendor: EXECUTIVE ANSWERING SERVICE					
EXECUTIVE ANSWERING SER...	261000451101	10/05/2026	23 CALLS	001-5-006-4000	18.67
EXECUTIVE ANSWERING SER...	261000451101	10/05/2026	23 CALLS	028-5-001-4000	18.67
EXECUTIVE ANSWERING SER...	261000451101	10/05/2026	23 CALLS	070-5-021-4000	18.66
EXECUTIVE ANSWERING SER...	261000451101	10/05/2026	23 CALLS	084-5-001-4000	18.67
				Vendor EXECUTIVE ANSWERING SERVICE Total:	**74.67**
Vendor: GATEWAY WIRELESS & NETWORK SERVICES					
GATEWAY WIRELESS & NET...	45665	10/05/2026	PAXLOCK REPLACEMENT	001-5-003-4000	607.00
GATEWAY WIRELESS & NET...	45665	10/05/2026	PAXLOCK REPLACEMENT	001-5-004-4000	607.00
				Vendor GATEWAY WIRELESS & NETWORK SERVICES Total:	**1,214.00**
Vendor: IDEATEK TELCOM					
IDEATEK TELCOM	10019295419	11/01/2026	PHONE/ INTERNET SERVICE	001-5-002-4000	215.62
IDEATEK TELCOM	10019295419	11/01/2026	PHONE/ INTERNET SERVICE	001-5-003-4000	241.46
IDEATEK TELCOM	10019295419	11/01/2026	PHONE/ INTERNET SERVICE	001-5-004-4000	30.24
IDEATEK TELCOM	10019295419	11/01/2026	PHONE/ INTERNET SERVICE	001-5-006-4000	33.50
IDEATEK TELCOM	10019295419	11/01/2026	PHONE/ INTERNET SERVICE	001-5-008-4000	83.04
IDEATEK TELCOM	10019295419	11/01/2026	PHONE/ INTERNET SERVICE	001-5-012-4000	49.68
IDEATEK TELCOM	10019295419	11/01/2026	PHONE/ INTERNET SERVICE	001-5-014-4000	69.98
IDEATEK TELCOM	10019295419	11/01/2026	PHONE/ INTERNET SERVICE	021-5-001-4000	145.07
IDEATEK TELCOM	10019295419	11/01/2026	PHONE/ INTERNET SERVICE	023-5-001-4000	45.85
IDEATEK TELCOM	10019295419	11/01/2026	PHONE/ INTERNET SERVICE	024-5-001-4000	33.50
IDEATEK TELCOM	10019295419	11/01/2026	PHONE/ INTERNET SERVICE	028-5-001-4000	18.88
IDEATEK TELCOM	10019295419	11/01/2026	PHONE/ INTERNET SERVICE	029-5-001-4000	30.24
IDEATEK TELCOM	10019295419	11/01/2026	PHONE/ INTERNET SERVICE	070-5-021-4000	79.49
IDEATEK TELCOM	10019295419	11/01/2026	PHONE/ INTERNET SERVICE	070-5-022-4000	193.20
IDEATEK TELCOM	10019295419	11/01/2026	PHONE/ INTERNET SERVICE	084-5-001-4000	149.76
				Vendor IDEATEK TELCOM Total:	**1,419.51**
Vendor: INTOXIMETERS, INC.					
INTOXIMETERS, INC.	824895	10/05/2026	DRYGAS REGULATOR/108L	001-5-003-5000	431.25
				Vendor INTOXIMETERS, INC. Total:	**431.25**
Vendor: JANELLE ELLIOTT					
JANELLE ELLIOTT	INV0003707	10/05/2026	CLEANING SERVICES 9.6.26-1...	001-5-002-4000	1,280.00
JANELLE ELLIOTT	INV0003715	10/05/2026	SUNDSTROM CLEANING	001-5-014-4000	185.00
				Vendor JANELLE ELLIOTT Total:	**1,465.00**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: JARVIS					
JARVIS	INV0003712	10/05/2026	REC SOFTWARE	023-5-001-4000	175.00
				Vendor JARVIS Total:	**175.00**
Vendor: KANSAS GOLF AND TURF, INC.					
KANSAS GOLF AND TURF, INC.	01-368009	10/05/2026	EX IDLER V	024-5-001-5000	75.90
				Vendor KANSAS GOLF AND TURF, INC. Total:	**75.90**
Vendor: KANSAS ONE-CALL SYSTEM, INC.					
KANSAS ONE-CALL SYSTEM, I...	6090363	10/05/2026	30 LOCATES	001-5-006-4000	9.97
KANSAS ONE-CALL SYSTEM, I...	6090363	10/05/2026	30 LOCATES	028-5-001-4000	9.98
KANSAS ONE-CALL SYSTEM, I...	6090363	10/05/2026	30 LOCATES	070-5-021-4000	9.97
KANSAS ONE-CALL SYSTEM, I...	6090363	10/05/2026	30 LOCATES	084-5-001-4000	9.98
				Vendor KANSAS ONE-CALL SYSTEM, INC. Total:	**39.90**
Vendor: KANSAS STATE FIREFIGHTERS ASSOCIATION, INC.					
KANSAS STATE FIREFIGHTERS...	6571	10/05/2026	FIREFIGHTER SKILLS	001-5-004-8100	569.85
				Vendor KANSAS STATE FIREFIGHTERS ASSOCIATION, INC. Total:	**569.85**
Vendor: KELLY DAUER					
KELLY DAUER	INV0003708	10/05/2026	STAGE STORAGE	001-5-002-4000	120.00
				Vendor KELLY DAUER Total:	**120.00**
Vendor: KIMBALL-MIDWEST					
KIMBALL-MIDWEST	104894143	10/05/2026	CLEANER/LUBRICANT	001-5-006-5000	309.60
				Vendor KIMBALL-MIDWEST Total:	**309.60**
Vendor: KMEA					
KMEA	SPA-LIND-2026-08	09/30/2026	PURCHASED POWER	070-5-020-4200	2,435.00
KMEA	EMP3-LIND-2026-08	09/21/2026	PURCHASED POWER	070-5-020-4200	154,963.00
KMEA	DOGW-LIND-2026-10	09/30/2026	PURCHASED POWER	070-5-020-4210	34,060.00
				Vendor KMEA Total:	**191,458.00**
Vendor: KMU, INC.					
KMU, INC.	21381	10/05/2026	LINEWORKER APPR QUARTE...	070-5-021-8100	300.00
				Vendor KMU, INC. Total:	**300.00**
Vendor: KS DEPT REVENUE, SALES TX					
KS DEPT REVENUE, SALES TX	6266-637C-FDFX	09/23/2026	COMP USE TAX	070-5-023-9101	340.33
KS DEPT REVENUE, SALES TX	6266-K5NJ-5C75	09/23/2026	SALES TAX ON UTILITY	070-5-023-9101	9,817.73
KS DEPT REVENUE, SALES TX	6267-37BD-F278	09/24/2026	LIQUOR TAX	001-5-014-9102	135.36
KS DEPT REVENUE, SALES TX	6267-GA62-75K5	09/24/2026	SUNDSTROM SALES TAX	001-5-014-9101	392.68
KS DEPT REVENUE, SALES TX	6267-MB6M-B5C5	09/24/2026	GOLF COURSE SALES TAX	024-5-001-9101	958.21
				Vendor KS DEPT REVENUE, SALES TX Total:	**11,644.31**
Vendor: LINDSBORG LAUNDRY, LLC					
LINDSBORG LAUNDRY, LLC	54374	10/05/2026	MAT SERVICE	001-5-002-4000	28.87
LINDSBORG LAUNDRY, LLC	54374	10/05/2026	MAT SERVICE	001-5-003-4000	8.62
LINDSBORG LAUNDRY, LLC	54374	10/05/2026	MAT SERVICE	001-5-004-4000	8.61
LINDSBORG LAUNDRY, LLC	54374	10/05/2026	MAT SERVICE	001-5-006-4000	8.48
LINDSBORG LAUNDRY, LLC	54374	10/05/2026	MAT SERVICE	001-5-007-4000	8.48
LINDSBORG LAUNDRY, LLC	54374	10/05/2026	MAT SERVICE	001-5-008-4000	5.30
LINDSBORG LAUNDRY, LLC	54374	10/05/2026	MAT SERVICE	028-5-001-4000	8.35
LINDSBORG LAUNDRY, LLC	54374	10/05/2026	MAT SERVICE	070-5-021-4000	8.48
LINDSBORG LAUNDRY, LLC	54374	10/05/2026	MAT SERVICE	084-5-001-4000	8.36
LINDSBORG LAUNDRY, LLC	54387	10/05/2026	LAUNDRY SERVICE	001-5-014-4000	20.14
LINDSBORG LAUNDRY, LLC	54418	10/05/2026	LAUNDRY SERVICE	001-5-014-4000	88.19
LINDSBORG LAUNDRY, LLC	54481	10/05/2026	MAT SERVICE	001-5-002-4000	28.87
LINDSBORG LAUNDRY, LLC	54481	10/05/2026	MAT SERVICE	001-5-003-4000	5.83
LINDSBORG LAUNDRY, LLC	54481	10/05/2026	MAT SERVICE	001-5-004-4000	5.83
LINDSBORG LAUNDRY, LLC	54481	10/05/2026	MAT SERVICE	001-5-006-4000	8.48
LINDSBORG LAUNDRY, LLC	54481	10/05/2026	MAT SERVICE	001-5-007-4000	8.48
LINDSBORG LAUNDRY, LLC	54481	10/05/2026	MAT SERVICE	028-5-001-4000	8.35
LINDSBORG LAUNDRY, LLC	54481	10/05/2026	MAT SERVICE	070-5-021-4000	8.48
LINDSBORG LAUNDRY, LLC	54481	10/05/2026	MAT SERVICE	084-5-001-4000	8.36
LINDSBORG LAUNDRY, LLC	54492	10/05/2026	LAUNDRY SERV ICE	001-5-014-4000	190.80

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LINDSBORG LAUNDRY, LLC	54495	10/05/2026	LAUNDRY SERVICE	001-5-014-4000	20.14
				Vendor LINDSBORG LAUNDRY, LLC Total:	**495.50**
Vendor: LISA JOHNSON					
LISA JOHNSON	INV0003713	10/05/2026	REIMBURSEMENT FOR HEAV...	001-5-014-5000	80.00
				Vendor LISA JOHNSON Total:	**80.00**
Vendor: MALLORY SAFETY & SUPPLY LLC					
MALLORY SAFETY & SUPPLY ...	6510713	10/05/2026	GLK HOLSTER	001-5-003-5000	554.46
				Vendor MALLORY SAFETY & SUPPLY LLC Total:	**554.46**
Vendor: MCPHERSON COUNTY SHERIFF					
MCPHERSON COUNTY SHERI...	INV0003714	10/05/2026	1 HOUSED INMATE	001-5-003-4000	35.00
				Vendor MCPHERSON COUNTY SHERIFF Total:	**35.00**
Vendor: MENARDS					
MENARDS	77101	10/05/2026	TIME SWITCHES	001-5-007-5000	83.40
MENARDS	77101	10/05/2026	TIME SWITCHES	070-5-021-5000	83.40
MENARDS	74512	10/05/2026	WASP/HORNET SPRAY/WR T...	001-5-007-5000	31.57
MENARDS	75022	10/05/2026	FLAP DISC/ GRINDING/PAPER...	001-5-007-5000	29.16
MENARDS	76331	10/05/2026	RV MARINE/TAPE/RAPIDFUS...	028-5-001-5000	38.33
MENARDS	76540	10/05/2026	CONDUIT/COVER	070-5-021-5000	62.70
MENARDS	76687	10/05/2026	ORTHO HAND WAND/ROOFI...	070-5-021-5000	254.68
MENARDS	76688	10/05/2026	GANG VER COVER/PF GFCI	070-5-021-5000	91.93
MENARDS	76787	10/05/2026	NOZZLE/SELF LOCK TAPE	001-5-007-5000	25.58
				Vendor MENARDS Total:	**700.75**
Vendor: MICRO-COMM, INC.					
MICRO-COMM, INC.	22210	10/05/2026	CABLES DB25F/RADIO/CM20...	084-5-001-5000	1,665.50
				Vendor MICRO-COMM, INC. Total:	**1,665.50**
Vendor: MIDWEST ELECTRIC TRANSFORMER SERVICES					
MIDWEST ELECTRIC TRANSF...	64842	10/05/2026	POLEMOUNT 25KVA	070-5-021-5000	533.51
				Vendor MIDWEST ELECTRIC TRANSFORMER SERVICES Total:	**533.51**
Vendor: NOAH FLORES					
NOAH FLORES	INV0003716	10/05/2026	PER DIEM TRAIL EXCHANGE ...	001-5-007-4110	33.00
				Vendor NOAH FLORES Total:	**33.00**
Vendor: PACE ANALYTICAL SERVICES, INC.					
PACE ANALYTICAL SERVICES, ...	2660253656	10/05/2026	WATER ANALYSIS	028-5-001-4000	625.00
PACE ANALYTICAL SERVICES, ...	2660253657	10/05/2026	WATER ANALYSIS	024-5-001-4000	243.00
				Vendor PACE ANALYTICAL SERVICES, INC. Total:	**868.00**
Vendor: PAYSIMPLE					
PAYSIMPLE	INV0003706	10/01/2026	SUNDSTROM CC FEES	001-5-014-9200	35.00
				Vendor PAYSIMPLE Total:	**35.00**
Vendor: PESTINGER DISTRIBUTING					
PESTINGER DISTRIBUTING	10108499	09/23/2026	BEER PURCHASE	024-5-001-5202	106.40
				Vendor PESTINGER DISTRIBUTING Total:	**106.40**
Vendor: PROPANE CENTRAL					
PROPANE CENTRAL	U5830975	10/05/2026	PROPANE	024-5-001-4000	615.90
				Vendor PROPANE CENTRAL Total:	**615.90**
Vendor: PYE-BARKER FIRE & SAFETY LLC					
PYE-BARKER FIRE & SAFETY L...	9106327	10/05/2026	CELL MONITORING	001-5-002-4000	384.60
				Vendor PYE-BARKER FIRE & SAFETY LLC Total:	**384.60**
Vendor: QUADIENT LEASING USA, INC.					
QUADIENT LEASING USA, INC.	Q2536392	10/05/2026	MAIL MACHINE	028-5-001-4000	96.92
QUADIENT LEASING USA, INC.	Q2536392	10/05/2026	MAIL MACHINE	070-5-022-4000	198.25
QUADIENT LEASING USA, INC.	Q2536392	10/05/2026	MAIL MACHINE	082-5-001-4000	48.46
QUADIENT LEASING USA, INC.	Q2536392	10/05/2026	MAIL MACHINE	084-5-001-4000	96.92
				Vendor QUADIENT LEASING USA, INC. Total:	**440.55**
Vendor: REACH SOLUTIONS, INC.					
REACH SOLUTIONS, INC.	28386	10/05/2026	IT/EMAIL/BACKUP	001-5-002-4000	2,404.56
REACH SOLUTIONS, INC.	28386	10/05/2026	IT/EMAIL/BACKUP	001-5-003-4000	915.96

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
REACH SOLUTIONS, INC.	28386	10/05/2026	IT/EMAIL/BACKUP	001-5-006-4000	150.32
REACH SOLUTIONS, INC.	28386	10/05/2026	IT/EMAIL/BACKUP	001-5-007-4000	164.97
REACH SOLUTIONS, INC.	28386	10/05/2026	IT/EMAIL/BACKUP	001-5-008-4000	164.97
REACH SOLUTIONS, INC.	28386	10/05/2026	IT/EMAIL/BACKUP	001-5-014-4000	150.32
REACH SOLUTIONS, INC.	28386	10/05/2026	IT/EMAIL/BACKUP	021-5-001-4000	164.97
REACH SOLUTIONS, INC.	28386	10/05/2026	IT/EMAIL/BACKUP	023-5-001-4000	300.65
REACH SOLUTIONS, INC.	28386	10/05/2026	IT/EMAIL/BACKUP	024-5-001-4000	150.32
REACH SOLUTIONS, INC.	28386	10/05/2026	IT/EMAIL/BACKUP	028-5-001-4000	150.32
REACH SOLUTIONS, INC.	28386	10/05/2026	IT/EMAIL/BACKUP	070-5-021-4000	450.33
REACH SOLUTIONS, INC.	28386	10/05/2026	IT/EMAIL/BACKUP	070-5-022-4000	901.31
REACH SOLUTIONS, INC.	28386	10/05/2026	IT/EMAIL/BACKUP	084-5-001-4000	300.65
REACH SOLUTIONS, INC.	28387	10/05/2026	DOMAIN REGISTRATION	001-5-014-4000	25.00
				Vendor REACH SOLUTIONS, INC. Total:	**6,394.65**
Vendor: SAFETY-KLEEN SYSTEMS, INC.					
SAFETY-KLEEN SYSTEMS, INC.	R003734990	10/05/2026	PARTS WASHER	001-5-006-4000	54.87
SAFETY-KLEEN SYSTEMS, INC.	100707282	10/05/2026	PARTS CLEANER	028-5-001-4000	236.82
SAFETY-KLEEN SYSTEMS, INC.	100707282	10/05/2026	PARTS CLEANER	084-5-001-4000	236.82
				Vendor SAFETY-KLEEN SYSTEMS, INC. Total:	**528.51**
Vendor: SAGE PRODUCTS, INC.					
SAGE PRODUCTS, INC.	0108284-IN	10/05/2026	MAYFAIR TOWELS/BLK LINERS	001-5-006-5000	251.45
SAGE PRODUCTS, INC.	0108293-IN	10/05/2026	BLK LINERS/TORK ADVANCED..	001-5-002-5000	400.64
				Vendor SAGE PRODUCTS, INC. Total:	**652.09**
Vendor: SALINA BLUE					
SALINA BLUE	129355	10/05/2026	BLUPRINTS	001-5-002-4000	24.72
				Vendor SALINA BLUE Total:	**24.72**
Vendor: SALINA EMBROIDERY WORKS, INC.					
SALINA EMBROIDERY WORKS...	17615	10/05/2026	LPD LOGOS	001-5-003-4000	150.50
				Vendor SALINA EMBROIDERY WORKS, INC. Total:	**150.50**
Vendor: SCHINDLER ELEVATOR CORPORATION					
SCHINDLER ELEVATOR CORP...	4607612243	10/05/2026	PREVENTIVE MAINTENANCE	001-5-002-4000	277.00
				Vendor SCHINDLER ELEVATOR CORPORATION Total:	**277.00**
Vendor: SHERWIN WILLIAMS MCPHERSON					
SHERWIN WILLIAMS MCPHE...	7556-4	10/05/2026	MILL WHITE PAINT	028-5-001-6000	255.76
				Vendor SHERWIN WILLIAMS MCPHERSON Total:	**255.76**
Vendor: SMOKY VALLEY TIRE SERVICE					
SMOKY VALLEY TIRE SERVICE	26558	10/05/2026	TIRE REPAIR	070-5-021-4000	25.99
				Vendor SMOKY VALLEY TIRE SERVICE Total:	**25.99**
Vendor: SODEXO, INC. & AFFILIATES					
SODEXO, INC. & AFFILIATES	233230	10/05/2026	CATERING	001-5-014-5200	1,831.45
				Vendor SODEXO, INC. & AFFILIATES Total:	**1,831.45**
Vendor: STANION WHOLESALE ELECTRIC CO.					
STANION WHOLESALE ELECT...	6185413-00	10/05/2026	HOMAC CSB CABLEBLOCK	070-5-021-5000	330.67
STANION WHOLESALE ELECT...	6177431-00	10/05/2026	LITTLEFUSE FLSR100	084-5-001-5000	101.97
STANION WHOLESALE ELECT...	6183305-00	10/05/2026	INT MAT ET8015 C ELEC TS S...	070-5-021-5000	439.78
				Vendor STANION WHOLESALE ELECTRIC CO. Total:	**872.42**
Vendor: Strella Legal Services, LLC					
Strella Legal Services, LLC	INV0003710	10/05/2026	CITY ATTORNEY	001-5-002-4101	1,460.00
Strella Legal Services, LLC	INV0003711	10/05/2026	CITY PROSECUTOR	001-5-002-4109	1,460.00
				Vendor Strella Legal Services, LLC Total:	**2,920.00**
Vendor: SUBSURFACE SOLUTIONS					
SUBSURFACE SOLUTIONS	31948	10/05/2026	RADIODETECTION RECIEVER	070-5-021-5000	2,836.80
				Vendor SUBSURFACE SOLUTIONS Total:	**2,836.80**
Vendor: VERIZON					
VERIZON	6153941456	10/09/2026	CELL SERVICE	001-5-002-4000	60.33
VERIZON	6153941456	10/09/2026	CELL SERVICE	001-5-003-4000	32.09
VERIZON	6153941456	10/09/2026	CELL SERVICE	001-5-007-4000	20.02

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON	6153941456	10/09/2026	CELL SERVICE	023-5-001-4000	40.01
VERIZON	6153941456	10/09/2026	CELL SERVICE	028-5-001-4000	157.99
VERIZON	6153941456	10/09/2026	CELL SERVICE	070-5-021-4000	32.09
VERIZON	6153941456	10/09/2026	CELL SERVICE	070-5-022-4000	12.07
VERIZON	6153941456	10/09/2026	CELL SERVICE	084-5-001-4000	52.11
VERIZON	6154015578	10/10/2026	MONTHLY PHONE SERVICE	001-5-002-4000	70.08
VERIZON	6154015578	10/10/2026	MONTHLY PHONE SERVICE	001-5-003-4000	390.69
VERIZON	6154015578	10/10/2026	MONTHLY PHONE SERVICE	001-5-007-4000	38.52
VERIZON	6154015578	10/10/2026	MONTHLY PHONE SERVICE	001-5-008-4000	38.52
VERIZON	6154015578	10/10/2026	MONTHLY PHONE SERVICE	001-5-014-4000	38.52
VERIZON	6154015578	10/10/2026	MONTHLY PHONE SERVICE	021-5-001-4000	42.52
VERIZON	6154015578	10/10/2026	MONTHLY PHONE SERVICE	023-5-001-4000	38.52
VERIZON	6154015578	10/10/2026	MONTHLY PHONE SERVICE	028-5-001-4000	50.08
VERIZON	6154015578	10/10/2026	MONTHLY PHONE SERVICE	070-5-021-4000	25.19
VERIZON	6154015578	10/10/2026	MONTHLY PHONE SERVICE	070-5-022-4000	49.57
VERIZON	6154015578	10/10/2026	MONTHLY PHONE SERVICE	082-5-001-4000	80.02
VERIZON	6154015578	10/10/2026	MONTHLY PHONE SERVICE	084-5-001-4000	68.21
				Vendor VERIZON Total:	**1,337.15**
Vendor: VIKING AUTO SUPPLY, INC.					
VIKING AUTO SUPPLY, INC.	INV0003721	10/05/2026	VIKING AUTO PARTS	001-5-003-5000	5.76
VIKING AUTO SUPPLY, INC.	INV0003721	10/05/2026	VIKING AUTO PARTS	001-5-006-5000	52.66
VIKING AUTO SUPPLY, INC.	INV0003721	10/05/2026	VIKING AUTO PARTS	001-5-007-5000	6.69
VIKING AUTO SUPPLY, INC.	INV0003721	10/05/2026	VIKING AUTO PARTS	024-5-001-5000	128.85
VIKING AUTO SUPPLY, INC.	INV0003721	10/05/2026	VIKING AUTO PARTS	028-5-001-5000	166.98
VIKING AUTO SUPPLY, INC.	INV0003721	10/05/2026	VIKING AUTO PARTS	070-5-021-5000	249.62
				Vendor VIKING AUTO SUPPLY, INC. Total:	**610.56**
Vendor: WATERWISE ENTERPRISES LLC					
WATERWISE ENTERPRISES LLC	13183	10/05/2026	BLENDED PHOSPHATE	084-5-001-5000	3,835.50
				Vendor WATERWISE ENTERPRISES LLC Total:	**3,835.50**
Vendor: WHITE'S FOODLINER LINDSBORG					
WHITE'S FOODLINER LINDSB...	INV0003718	10/05/2026	S	001-5-014-5000	5.74
WHITE'S FOODLINER LINDSB...	INV0003719	10/05/2026	SCOTCH BRITE/DISHWND/B...	001-5-003-5000	11.73
WHITE'S FOODLINER LINDSB...	105	10/05/2026	CATERING	001-5-014-5200	98.83
				Vendor WHITE'S FOODLINER LINDSBORG Total:	**116.30**
Vendor: WICHITA WINWATER WORKS CO					
WICHITA WINWATER WORKS...	265406	10/05/2026	GR DI GLAD AND RING	084-5-001-5000	172.34
				Vendor WICHITA WINWATER WORKS CO Total:	**172.34**
Vendor: World Pest Control					
World Pest Control	130.00	10/05/2026	GPC QUARTERLY	001-5-002-4000	130.00
				Vendor World Pest Control Total:	**130.00**
				Grand Total:	**248,534.90**

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	21,500.08
021 - INDUSTRIAL DEVEL. FUND	352.56
023 - RECREATION FUND	805.66
024 - MUNICIPAL GOLF COURSE	2,517.83
028 - SPECIAL SEWER FUND	2,020.59
029 - AMBULANCE FUND	429.24
036 - TOURISM PROMOTION FUND	129.35
070 - ELECTRIC FUND	212,849.70
082 - REFUSE COLLECTION FUND	128.48
084 - WATER FUND	7,801.41
Grand Total:	**248,534.90**

Account Summary

Account Number	Account Name	Expense Amount
001-5-002-4000	CONTRACT SERVICES	5,024.65
001-5-002-4101	PROFESSIONAL FEES	1,460.00
001-5-002-4102	LEGAL AND PRINTING	15.00
001-5-002-4109	COURT EXPENSES	2,920.00
001-5-002-5000	COMMODITIES	767.48
001-5-003-4000	CONTRACT SERVICES	2,726.95
001-5-003-5000	COMMODITIES	1,297.19
001-5-004-4000	CONTRACT SERVICES	651.68
001-5-004-5000	COMMODITIES	149.00
001-5-004-8100	CONTINUING EDUCATION	569.85
001-5-006-4000	CONTRACT SERVICES	284.29
001-5-006-5000	COMMODITIES	613.71
001-5-007-4000	CONTRACT SERVICES	240.47
001-5-007-4110	MEETING EXPENSES	33.00
001-5-007-5000	COMMODITIES	396.67
001-5-008-4000	CONTRACT SERVICES	291.83
001-5-012-4000	CONTRACT SERVICES	49.68
001-5-012-5000	COMMODITIES	333.60
001-5-014-4000	CONTRACT SERVICES	788.09
001-5-014-5000	COMMODITIES	393.62
001-5-014-5200	CATERING	1,930.28
001-5-014-9101	SALES TAX	392.68
001-5-014-9102	LIQUOR TAX	135.36
001-5-014-9200	DEBIT & CREDIT CARD F...	35.00
021-5-001-4000	CONTRACT SERVICES	352.56
023-5-001-4000	CONTRACT SERVICES	600.03
023-5-001-5000	COMMODITIES	205.63
024-5-001-4000	CONTRACT SERVICES	1,042.72
024-5-001-5000	COMMODITIES	204.75
024-5-001-5202	BEER PURCHASES	312.15
024-5-001-9101	SALES TAX	958.21
028-5-001-4000	CONTRACT SERVICES	1,381.36
028-5-001-5000	COMMODITIES	383.47
028-5-001-6000	CAPITAL OUTLAY	255.76
029-5-001-4000	CONTRACT SERVICES	280.24
029-5-001-5000	COMMODITIES	149.00
036-5-001-5000	COMMODITIES	129.35
070-5-020-4200	PURCHASED POWER	157,398.00
070-5-020-4210	DOGWOOD ENERGY	34,060.00
070-5-021-4000	CONTRACT SERVICES	658.68
070-5-021-5000	COMMODITIES	8,920.56
070-5-021-8100	CONTINUING EDUCATION	300.00
070-5-022-4000	CONTRACT SERVICES	1,354.40
070-5-023-9101	SALES TAX	10,158.06
082-5-001-4000	CONTRACT SERVICES	128.48

Account Summary

Account Number	Account Name	Expense Amount
084-5-001-4000	CONTRACT SERVICES	949.84
084-5-001-5000	COMMODITIES	6,851.57
	Grand Total:	**248,534.90**

Project Account Summary

Project Account Key		Expense Amount
None		248,534.90
	Grand Total:	**248,534.90**

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
(Vacant Seat)
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: October 05, 2026

Topic: MOA: Bethany College & City of Lindsborg

Department: Administration

Staff Contact: Tanner Faust, City Administrator

Background: 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.*

Updates: President Crawley and I have met to make revisions based on the feedback provided by the City Council.

Recommendation: A motion to authorize the execution of the MOA between Bethany College and the City of Lindsborg for a term of one year.

Fiscal Note: In-Kind Donations

Funding Source: N/A

REVIEW:

☒ City Administrator ☐ City Attorney

☐ City Council

MEMORANDUM OF AGREEMENT

BETWEEN

BETHANY COLLEGE and CITY OF LINDSBORG

This Agreement is made as of the _____day of _____ , 2026, by and between Bethany College, Lindsborg, Kansas ("Bethany"), and the City of Lindsborg, ("City"); collectively referred to as "entities."

WHEREAS, Bethany is the owner of real property described in Exhibit A, informally referred to as the baseball, softball and soccer fields, and collectively referred to as "outdoor sports complex."

WHEREAS, Bethany and the City of Lindsborg wish to enter this new Agreement to serve as the complete and final expression of the agreed upon conditions and reflect the working relationship between the parties at the expiration of previous use agreements.

WHEREAS, NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. **Term of Agreement:** The parties agree, each shall have the right to use the outdoor recreational facilities subject to the conditions herein, and for a term of one year, effective _____ 2026 until July 31, 2027:

2. **General use and Substantial Use**:
    a. The shared use of the outdoor recreational facilities is complicated by numerous external uncontrollable factors such as changes in weather, opponent schedules, and differing regulatory bodies/requirements affecting the participating entities. Despite these complications, *the spirit of this agreement is to be flexible and cooperative.*
    b. Generally, preference is given to entities based on general use as follows: Bethany starts baseball & softball in January ending in early May AND August through October/November. USD 400 softball takes place late February through mid-May. The City's youth soccer events occur in March and April while their baseball and softball recreational events take place from mid-May through mid-July. The schedule of use of facilities included in this agreement will be established between the City of Lindsborg and the Bethany Director of Facilities by the 1st of May each year (or Monday following). This list of activities is not meant to indicate that the agreement is limited to only these activities. Both parties are able to consider changes or additions within the terms of the agreement.
    c. The City shall not enter agreements with other entities to use Bethany College outdoor recreational facilities. The City may permit other entities to sell concessions in conjunction with use of the outdoor recreational facilities. If other entities who are not part of this agreement wish to sell concessions during a time associated with use of an entity listed herein, the entity using the facilities shall request permission from Bethany College at least 48 hours prior to concession sales. The requesting entity shall be responsible for actions of the selling entity and unlock and lock as needed.

d. Permission for any other entity not listed in this agreement to use outdoor recreational facilities (besides Concessions), must be requested through Bethany Athletic Dean directly. Bethany agrees the agreed-upon schedules of the City trump the request of use of outdoor recreational facilities by any other entity/party.
e. Key requests shall be made directly to Bethany Dean of Athletics. Entities will be limited to three sets of keys each. Bethany representatives will be responsible for making copies of keys to access locked spaces. Should a representative who is assigned a key from Bethany separate from the City, the entity shall require the key to be returned to Bethany and a new key assigned to the appropriate representative. Keys shall not be given to entities who are not part of this agreement.

Maintenance, Repairs, and Upkeep. In consideration of the City's use of Bethany College athletic and recreational facilities, and in lieu of rental fees, the parties agree to the following:

1. **Shared Maintenance Costs.** To support the annual budgeting process of both entities, representatives of Bethany College and the City shall meet no later than **February 1** of each year, beginning 2027, to review and determine anticipated shared costs for labor, materials, maintenance, repairs, and agreed-upon gifts in kind for the upcoming fiscal year beginning July 1. Bethany College may request that the City (Lindsborg) share in the costs of necessary maintenance, repairs, and upkeep of athletic and recreational surfaces to the extent such costs are attributable to the City's substantial use of the facilities during the period defined in Section 3 of this Agreement.
2. **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
3. **Upkeep**
    - Bethany: At all times, Bethany College will mow and trim/edge outdoor recreational fields--the blue (east) softball infield and outfield, the baseball infield and outfield, the bleacher and concession area, and the northeast grass practice soccer field once per week. Bethany shall clean restrooms and empty trash once per week. Bethany Facilities Dept. has access to the *athletic facilities outside event spreadsheet* maintained by Bethany Athletics Dept. to inform plans to mow. A shared mowing schedule may be created and maintained if necessary.
    - USD400: USD400 is responsible for mowing the west (orange) softball infield and outfield as well as mowing and trimming its surrounding bleacher area.
    - City: During substantial use (determined in paragraph #3 herein), City shall fertilize/treat and spray or remove weeds and may mow an additional time during the week if needed.
        1. During substantial use, the City shall drag the orange and blue softball fields and baseball fields determined among the two entities per use unless other arrangements are made with Bethany Dean of Athletics.

2. During substantial use, if needed more than once per week, the trash shall be emptied, and the restrooms cleaned.

3. Use, distribution, or possession of alcohol beverages and/or illegal drugs on these premises described herein is prohibited.

4. **Insurance**: Each entity shall maintain its own liability insurance coverage arising from the use and maintenance of the outdoor recreational facilities. In addition, the City should provide proof of liability insurance by August 1 of each year and name Bethany as an additional insured.

5. **Indemnity by the City**. The City agrees to indemnify and hold harmless Bethany against and in respect of any and all claims, demands, losses, costs, damages, obligations, and liabilities, including interest, penalties, and reasonable attorneys' fees, that Bethany may incur by reason of use of outdoor recreational facilities, or its material failure to perform, any of the representations, warranties, covenants, or agreements made by the City in this Agreement. Bethany shall promptly notify the City of the existence of any claim, demand, or other matter to which the City's indemnification obligations would apply and shall give the City a reasonable opportunity to defend the same at its own expense and with counsel of its own choosing; provided, however, that Bethany shall at all times also have the right to fully participate in the defense at their own expense. If the City shall, within a reasonable time after this notice, fail to defend, then Bethany shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle (exercising reasonable business judgment), the claim or other matter on behalf, for the account, and at the risk of the City. If the claim is one that cannot by its nature, be defended solely by the City then Bethany shall make available all information and assistance that the City may reasonably request.

6. **Indemnity by Bethany.** Bethany agrees to indemnify and hold harmless the other entities herein against and in respect of any and all claims, demands, losses, costs, damages, obligations, and liabilities, including interest, penalties, and reasonable attorneys' fees, incurred because of Bethany's use of outdoor recreational facilities, or its material failure to perform, any of the representations, warranties, covenants, or agreements made by Bethany in this Agreement. The City shall promptly notify Bethany of the existence of any claim, demand, or other matter to which Bethany's indemnification obligations would apply and shall give Bethany a reasonable opportunity to defend the same at its own expense and with counsel of its own choosing; provided, however, that the City shall at all times also have the right to fully participate in the defense at their own expense. If Bethany shall, within a reasonable time after this notice, fail to defend, then the City shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle (exercising reasonable business judgment), the claim or other matter on behalf, for the account, and at the risk of Bethany. If the claim is one that cannot by its nature be defended solely by Bethany, then the City shall make available all information and assistance that Bethany may reasonably request.

7. **Default**. If either party is in default of this Agreement, the non-defaulting party, in addition to any other remedies available to such party as set forth in this Agreement, may pursue such remedies as are available to such party at law or in equity, including but not limited to specifically enforcing this Agreement.

8. **Force Majeure**: Should a disaster occur, or in the event of a future natural disaster, such as floods, tornadoes, earthquakes, hurricanes, acts of God, acts of people, wars, terrorism, riots, strikes and medical or health pandemics, or other such unseen events beyond the control of both parties that make contractual performance impossible, unreasonable, or life threatening, either party may wish to enforce this provision. A party who wishes to enforce this provision, must first make reasonable efforts to mitigate the events affecting performance, and given written notice as soon as possible, to the other party of their intent to withhold performance and such notice must include a reasonable connection between the event and the failure to perform. If this provision is enforced, and the party enforcing such has met the conditions herein, they may be excused from its obligations in this Agreement for at least as long as the force majeure event continues, and termination of the contract may be possible if the force majeure event continues for an extended period of time.

11. **Kansas Law Applies**. This Agreement and its validity, construction, and performance shall be governed by the laws of the State of Kansas.

12. **Severability**. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

13. **Persons Bound-Copies**. This Agreement shall extend to and bind the successors, and assigns of the parties hereto, and may be executed in any number of counterparts, each of which shall be deemed an original, or in multiple originals, and all such counterparts or originals shall for all purposes constitute one agreement.

14. **Merger Clause**. The parties intend these terms to be a complete, conclusive, and final expression of all the conditions of their Agreement. The previous agreements summarized herein are included to demonstrate the historical nature of the relationship between the parties, but those Agreements are not incorporated by reference, nor should the terms of those Agreements be a part of this Agreement. No other promises, statements, warranties, agreements, or understandings, oral or written, made before or at the signing thereof, shall be binding unless in writing and signed by all parties and attached hereto. Any amendment to this Agreement, including an oral modification supported by new consideration, must be reduced to writing and signed by both parties before it will be effective.

15. **Signature Authority**. The parties represent to each other that the person signing on behalf of each entity has authority to execute this Agreement and bind their respective institution to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

By:_____ By: _____

Dr. Laura Crawley Tanner Faust

Bethany College President	City of Lindsborg, Administrator
Date:	Date:

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
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Open
Ward 4

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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: Oct 5, 2026

Topic: Mutual Aid Agreement with DS&O

Department: Electric/Public Works

Staff Contact: Rod Schrage, Denny Walker

Background: We as a municipality have previously had a Mutual Aid Agreement with DS&O Cooperative and have rendered aid to each other. This agreement has been updated to outline reimbursement costs of labor, equipment, and material. Although municipalities and cooperatives don't usually have mutual aid arrangements, we have a close working relationship with the coop and crew, especially considering the proximity to one another.

Having this agreement in place allows the City of Lindsborg/DS&O to provide support to the other party with clear guidelines already established prior to the necessary event. The agreement details the process to request aid, render aid, and to bill/remit payment if mutual aid is requested. This agreement will be reviewed by our city attorney and is contingent on the approval of DS&O and their leadership.

Recommendation: Motion to approve the updated Mutual Aid Agreement with DS&O Electric Cooperative, subject to review and approval by the City Attorney and approval by DS&O leadership.

Fiscal Note: Any costs associated with this agreement will be paid only when mutual aid services are provided or received.

Funding Source: Electric Fund

REVIEW:

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

MUTUAL AID AGREEMENT

In consideration of the mutual commitments given herein, by signing this Mutual Aid Agreement, DS&O Electric Cooperative, Inc. and the City of Lindsborg, agree to render aid to the other as follows:

1) **Request for Aid.** The requesting party agrees to make its request to the aiding entity within a reasonable time after aid is needed and with reasonable specificity. The requesting party agrees to compensate the aiding party as specified in "Attachment A" of this Agreement and in other agreements that may be in effect between the requesting and aiding parties.

2) **Discretionary Rendering of Aid.** Rendering of aid is entirely at the discretion of the aiding party. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.

3) **Safety Rules and Accident Investigation.** All personnel providing assistance shall be guided by the current- safety practices, rules and regulations adopted by their employer. Any accident or near-miss (hereinafter "incident") occurring while work is being performed under this mutual aid agreement shall be reported by all parties involved to the Supervisor of the requesting party. The supervisor shall be responsible for initiating an investigation process of the incident to ascertain the pertinent facts detailing the incident. The accident investigation shall be conducted by a qualified person or persons selected by supervisors of both the requesting and assisting parties. An investigator shall be named within twenty-four hours of the incident.

4) **Responsibilities of the requesting party.**
   a. Plan the organization of all help and integrate all assistance with its own personnel and facilities.
   b. Provide each crew with a map of the system, showing the area to which they have been assigned, source of supply, direction of feed, and location of sectionalizing equipment.
   c. Allow the assisting party crew to work as a unit. Designate one man from the requesting party to perform necessary liaison for each crew or group-of units operating together. If system maps are not available, this designation is required.
   d. Provide procedures to properly account for materials used and retired, hours worked by employees, distribution of time charged to maintenance, operations, construction, etc. and transportation or other equipment.
   e. Maintain contact with all units. All operations shall be directed by person or persons who are thoroughly acquainted with the system in the affected area.
   f. Provide adequate liability insurance coverage insuring against accidents to third parties arising out of the accidents of the assisting personnel and non-ownership

coverage (on an excess basis) for accidents arising out of the vehicles furnished by the assisting party.

g. Establish a line of credit on behalf of the assisting party at a service station to assure that fuel is available during periods when such facilities are normally open.
h. The party requesting assistance shall prescribe the number of hours worked; however, it is recommended no more than 16 hours in a 24 hour period. Under a prolonged duration, the crew foreman of the assisting cooperative shall have the prerogative of cutting back hours of work if, in his judgement, it is necessary for the health, safety and welfare of the crew.
i. Set starting time.
j. Set quitting time.
k. Pay through noon hour and up to an hour for the evening meal.
l. Pay travel time if lodging is located at a town other than where the crew is reporting.
m. Provide motel accommodation and pay for all lodging. (Personnel may be required to share a motel room with two double beds.)
n. Shall pay the actual and reasonable cost of meals and necessary incidental expenses, but no more than the Internal Revenue Service's allowed rate for such expenses, as in effect at the time assistance is rendered.

5) **Responsibilities of Assisting Party.**
   a. Dispatch properly trained and equipped personnel and equipment in good working condition.
   b. Complete Employee Information Form (Optional) for each assisting employee.
   c. Inform its own personnel of all aspects of this agreement.
   d. Provide workers compensation insurance coverage for injuries sustained by assisting party personnel, wherever such injuries might occur.
   e. Bill the receiving party as outlined in Attachment A.
   f. Send the following work rules to supervisor of the requesting party
      i. Overtime/Straight Time Rules (i.e. 16 hour rule.)
      ii. Holiday and Weekend Rules
      iii. Start and Stop Time Pay Rules
      iv. Rest Requirement Rules (i.e. 8 hour rest rule.)

6) **Invoice to the Requesting Party.** Within 90 days of the return to the home work station of all labor and equipment of the aiding party, the aiding party shall submit to the requesting party an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement.

"ATTACHMENT A"

Labor Reimbursement

The assisting party shall bill the party requesting assistance for actual payroll cost. All hours worked shall be billed to the requesting party at the employee's current job classification and rate of pay and on the same basis as if the work had been performed at the assisting party unless specified differently by contract.

Incentive pay shall be billed to the cooperative/municipality requesting assistance at $2.00 per regular hour worked and $3.00 for every overtime hour worked.

(Note: Definition of overtime hours; overtime hours are any hours worked over regular hours regardless if overtime rate of pay is billed at 1.5, 2 or 3 times the assisting party employees current job classification and rate of pay.)

Bill for all applicable overheads, but no administrative costs. This will include such items of overhead that the party normally spreads as part of payroll. A fixed percentage for payroll overhead shall not be used.

Transportation and Other Equipment

Transportation and other equipment shall be supplied by assisting party only as requested.

All maintenance and repair costs shall be paid by the party who owns the vehicle.

In all cases, vehicles should be operated by only an employee of the party who owns/leases the vehicle.

Transportation Reimbursement

Pick-ups: $12.00 per hour
6 x 6 Bucket and Digger Derricks: $55.00 per hour
All other trucks: $35.00 per hour
Specially equipped vehicle or equipment not described: Actual cost of operation Pole trailers: No charge
Actual cost for fuel and oil for vehicles

(Note: The truck will be billed using crew hours. Example: If a crew works ten hours, the truck will be billed ten hours.)

Lodging and Meals shall be billed to the assisting party at actual cost. A copy of all receipts shall accompany the billing statement.

7) **Charges to the Requesting Party.** Charges to the requesting party from the aiding party shall be as specified in "Attachment A".

8) **Changes to the Agreement.** The parties can amend this Mutual Aid Agreement as often as needed with the consent of both parties. The amended Agreement will be deemed an original Agreement.

9) **Termination of Agreement.** This agreement may be terminated by either party at any time by sending a written request to the other party.

10) **Execution.** Each party hereto has read, agreed to and executed this Mutual Aid Agreement on _____, 2016.

DS&O Electric Cooperative, Inc.

By: _____

Title: _____

City of Lindsborg

By: _____

Title: _____

Materials

Major materials are to be supplied to the assisting party only upon their request. Records on material supplied (both major and minor) are to be kept by the assisting party, and the assisting party may either return the borrowed materials or reimburse the assisting party for its replacement.

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Holly Lofton
CVB Director
Terry Reed
Chief of Police
Noah Flores
Parks Director

City Council Meeting Date: Oct 5, 2026

Topic: Public Works Bathroom Addition

Department: Electric/Public Works

Staff Contact: Rod Schrage, Denny Walker

Background: The Public Works facility's bathroom currently consists of one toilet and one urinal, and with 7 employees working out of the building, we have outgrown the utility space. With the concern of providing a facility for female guests and/or a second facility for employees, staff have proposed a second bathroom to be built and the existing bathroom remodeled. One of the bathrooms will be ADA compliant which will serve as a female restroom if and when the need arises but would currently serve as a second facility. In addition, both rooms will be framed for a small AC unit to cool off the rooms as this building gets very warm in the summer months and the bathroom is even warmer. We've received 2 proposals from local contractors for the construction and remodel project, with both allowing our electric crew to assist in the demolition of existing walls and the installation of all the electrical needs of the project.

Recommendation: Approve the bid from James Coy Construction in the amount of $49,951.56.

Fiscal Note: $25,000 was budgeted in 2025, with ADA requirement it increased price. Additional amount will be paid by Electric Fund Capital Outlay.

Funding Source: Electric Department Capital Outlay.

REVIEW:

☒ City Administrator ☐ City Attorney

☐ City Council

JAMES K. COY CONSTRUCTION, INC

P.O. Box 229
Lindsborg, KS 67456

Office 785-227-8770
Mobile 620-242-7976

09/01/2026
City of Lindsborg Public Works

Lindsborg, KS 67401
Job: Public Works Building

The Scope of Work: Bathroom Remodel

This is for removing some walls and building new walls for the two new bathrooms.
Bathroom No. 1 will be with one stool, one urinal and sink.
Bathroom No.2 will be handicapped with one stool, one urinal and sink. The price includes all labor, plumbing, material, painting. The price for the plumbing is if we can tie it onto the existing sewer.
If unable to there will be an extra cost. No electrical figured.
No Tax Figured

Total Cost: $ 49,951.56

Please contact James Coy at (620) 242-7976 if you have any questions.

All work was completed skillfully according to standard practices. Any Alteration from the above specifications involving extra cost will be executed only upon written orders and will become an additional charge over and above this agreement. The bid is good for thirty (30) days from the bid date. The bid can change due to material prices.

Respectfully submitted,

James K Coy Construction, Inc.

General Contractor

BUTLER
KRAFT TOOL CO.
DITEQ

Proposal

Attention:	**Rod Schrage**	**Project Title:**	**Public Works Restrooms**
Billing Address:	**101 S Main St**	**Project Description:**	**See detailed description**
City, State Zip Code:	**Lindsborg, KS 67456**		
Company Name:	**City of Lindsborg**		
Job Address:	**202 E Lincoln St**	**Proposal Number:**	**3224**
City, State Zip Code:	**Lindsborg, KS 67456**	**Terms**	**Progress payments and final payment to be agreed upon.**
Date:	**8/20/26**		

Description	Cost	Total
Restroom remodel and expansion: Work to include demo of existing south wall and west wall of existing bathroom in order to expand the size, rearranging plumbing fixtures to be ADA compliant. Additionally a completely new designated mens restroom to be added south of the new ADA restroom with one toilet compartment, one urinal stall and one hand washing sink. The additional restroom will require removal of a portion of an existing west cinder block wall to gain proper space for layout. All the above listed work will require the floor to be cut completely out in the area of the existing and expansion to gain access to the existing sewer to modify and add as needed for all the additional fixtures and proper venting of those fixtures. Labor and materials included for all work relating to cutting and removal of all concrete floor slab needed for plumbing layout, installation of all plumbing wdv lines, floor drains (one in each restroom,) pouring/finishing of concrete slab, all supply water lines, steel stud framing, wall insulation, fire rock drywall, finishing and painting drywall, doors, jambs, cove base, casing, door hardware including closers, all plumbing fixtures including faucets, water heater (to be installed above restrooms,) mirrors, toilet and urinal stall wall panel system *. Note, any and all electrical is not included nor are any light fixtures or wiring of any kind for the restrooms or the water heater, nor is any heat or a/c included, also the demo and disposal of the existing cinderblock walls are not included in this proposal as per conversation with Rod. Some or all of these items	**52,250.00**	**$52,250.00**

Description	Cost	Total
*I will submit a comprehensive list of specific brands, model numbers and quantity of fixtures and components that are included in the proposal prior to any agreements.		$0.00
**Any overruns or unexpected situations that arise will be an additional cost and that cost will be determined in writing at the time if such event occurs. e.g. Severe issues with existing below grade sanitary sewer, unknown structural issues that are discovered, etc.		$0.00
		$0.00
	Total Project Estimate **	$52,250.00

Perfect Blend Construction LLC

403 N. Third Street

Lindsborg, KS 67456

Licensed, Bonded, Insured


Stop Germs! Wash Your Hands.
When?
How?
CLEAN HANDS


Stop Germs! Wash Your Hands.
When?
How?
CLEAN HANDS
www.cdc.gov/handwashing



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Holly Lofton
CVB Director
Terry Reed
Chief of Police
Noah Flores
Parks Director

City Council Meeting Date: October 5, 2026

Topic: Now and Forever CMB License

Department: Administration

Staff Contact: Roxie Sjogren, City Clerk

Background: The City has received an application for an off-premise Cereal Malt Beverage (CMB) license for Now and Forever located in the previous Yes Way building.

The application has been reviewed by the State and the City Clerk's office, background checks completed by the KBI, and the application fee has been received.

Recommendation: A motion to approve the off-premise CMB application for Now and Forever and issue a CMB license valid through December 31, 2026.

Fiscal Note: N/A

Funding Source: N/A

REVIEW:

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

Place on City/County

C53044

PARTNERSHIP, FIRM OR ASSOCIATION APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

8/31/26

☑ City or ☐ County of Lindsborg

SECTION 1 – LICENSE TYPE

Check One: ☑ New License ☐ Renew License ☐ Special Event Permit

Check One:
☐ License to sell cereal malt beverages for consumption on the premises.
☑ License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

SECTION 2 – APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): [redacted]

I have registered as an Alcohol Dealer with the TTB. ☑ Yes (required for new application)

Name of Partnership/Firm/Association: Now And Forever KS LLC	Phone No.: 281-501-3777
Place of Business Street Address: 4601 E Douglas Ave, STE 150, .	City: Wichita, State: KS Zip Code: 67218-1011
Email Address(s). Please separate values with a comma.: operations@khawarsons.com	FEIN: [redacted]

SECTION 3 – LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name: Now And Forever KS 7	Name: Now And Forever KS LLC
Business Location Address: 102 S Cole St	Address: 4601 E Douglas Ave, STE 150
City / State / Zip: Lindsborg / KS / 67456	City / State / Zip: Wichita, KS 67218-1011
Business Phone No.: 281-501-3777	☐ I own the proposed business location. ☑ I do not own the proposed business location.
Business Location Owner Name(s): BW Gas & Convenience Real Estate LLC	

SECTION 4 – PARTNER AND FIRM/ASSOCIATION MEMBER INFORMATION

List each partner or member of a firm/association and their spouse*, if applicable. Attach additional pages if necessary.

Partner/Member Name: Shayan Farooqi	Title: Member	Date of Birth: [redacted]
Residence Street Address: [redacted]	City: [redacted] State:	Zip Code:
Spouse Name	Title	Date of Birth
Residence Street Address	City State	Zip Code
Partner/Member Name: Zain Farooqi	Title: Member	[redacted]
Residence Street Address: [redacted]	City: [redacted]	
Spouse Name	Title	Date of Birth
Residence Street Address	City State	Zip Code
Partner/Member Name	Title	Date of Birth
Residence Street Address	City State	Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City State	Zip Code

received 9/24/26

SECTION 4 – PARTNER AND FIRM/ASSOCIATION MEMBER INFORMATION (CONTINUED)

Partner/Member Name	Title		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Title		Date of Birth
Residence Street Address	City	State	Zip Code
Partner/Member Name	Title		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Title		Date of Birth
Residence Street Address	City	State	Zip Code
Partner/Member Name	Title		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Title		Date of Birth
Residence Street Address	City	State	Zip Code
Partner/Member Name	Title		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Title		Date of Birth
Residence Street Address	City	State	Zip Code
Partner/Member Name	Title		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Title		Date of Birth
Residence Street Address	City	State	Zip Code
Partner/Member Name	Title		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Title		Date of Birth
Residence Street Address	City	State	Zip Code

SECTION 5 – MANAGER OR AGENT INFORMATION

My place of business or special event will be conducted by a manager or agent. ☐ Yes ☑ No

If yes, provide the following:

Manager or Agent Name	Phone No.		Date of Birth
Residence Street Address	City	State	Zip Code

Manager or Agent Spousal* Information

Manager or Agent Spouse Name	Phone No.		Date of Birth
Residence Street Address	City	State	Zip Code

SECTION 6 – QUALIFICATION FOR LICENSURE

Applies to each partner or member of a firm or association AND their spouses*. Enter lowest residency length number**.

Are all persons identified in Sections 4 & 5 Citizens of the United States*.	☑ Yes ☐ No
Is the person identified in Section 5 currently a resident of Kansas*?	☐ Yes ☑ No
All persons identified in Sections 4 & 5 are at least 21 years old*?	☑ Yes ☐ No
All persons in Sections 4 & 5 have been a Kansas resident for at least 0 years prior to the submission of this application.**	
Within 2 years immediately preceding the date of this application, have any persons identified in Sections 4 & 5 been convicted of, released from incarceration for or released from probation or parole for any of the following crimes*: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness: (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law?	☐ Yes ☑ No
Does the partnership, firm or association have a manager, officer, director or stockholder owning in the aggregate more than 25% of the stock of a corporation that has had any license issued pursuant to the Kansas Liquor Control Act, Kansas Club and Drinking Establishment Act or Kansas Cereal Malt Beverage Act, revoked for a violation of such acts?	☐ Yes ☑ No
Has the spouse of any partner or member ever been convicted of any of the crimes identified in Section 6 during the time the partner or member held a CMB license?	☐ Yes ☑ No

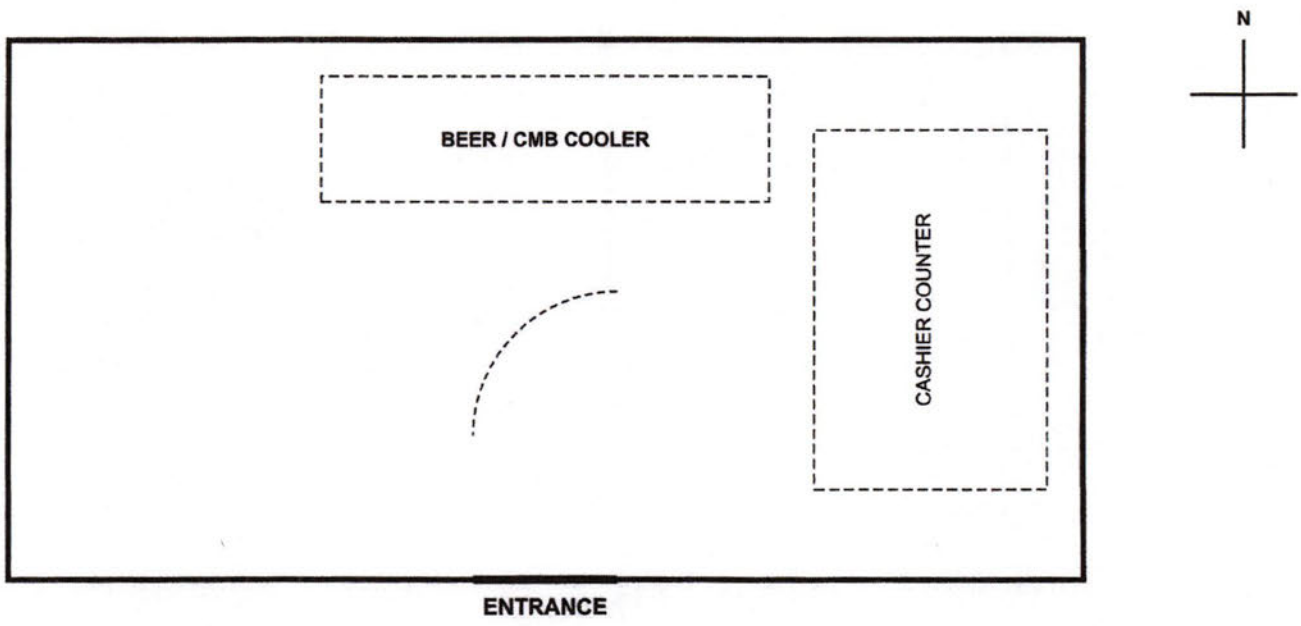
SECTION 7 – DURATION OF SPECIAL EVENT

Start Date	Time	☐ AM ☐ PM
End Date	Time	☐ AM ☐ PM

Proceed to Section 8 on the next page.

SECTION 8 - DIAGRAM OF LICENSED PREMISE

Now And Forever KS 7 -- 102 S Cole St, Lindsborg, KS 67456
Approx. 2,600 sq ft (McPherson County Appraiser records)



Legend: Solid line = building wall/exterior | Dashed box = fixture (counter/cooler)

Building size: approx. 2,600 sq ft (McPherson County Appraiser, Building Sections)

Landlord: BW Gas & Convenience Real Estate LLC

SECTION 8 – LICENSED PREMISE

In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box: ☐ 8 ½" by 11" drawing attached.



I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the partnership/firm/association to complete this application. (K.S.A. 52-601)

SIGNATURE _____ DATE 8-3-2026

FOR CITY/COUNTY OFFICE USE ONLY:

☑ **License Fee Received** Amount $ 50.00 Date 9.24.2026 Rec# R00361120
($25 - $50 for Off-Premise license or $25-200 On-Premise license)

☐ **$25 CMB Stamp Fee Received** Date _____

☑ **Background Investigation** ☑ Completed Date 9.24.2026 ☑ Qualified ☐ Disqualified

☐ **Verified applicant has registered with the TTB as an Alcohol Dealer**

☑ **New License Approved** Valid From Date 10.05.2026 to 12.31.2026 **By:** R. Sjogren for City of Lindsborg

☐ **License Renewed** Valid From Date _____ to _____ **By:** _____

☐ **Special Event Permit Approved** Valid From Date _____ to _____ **By:** _____

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 109 SW 9TH ST, 5TH FLOOR, PO BOX 3506, TOPEKA, KS 66601.

* Applicant's spouse is not required to meet citizenship or age requirements. If renewal application, applicant's spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)

Clear Form

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

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Public Works Director
Roxie Sjogren
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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: October 5, 2026

Topic: Firefighter Bunker Gear

Department: Public Safety / Fire

Staff Contact: Terry Reed, Chief of Police / Public Safety Director

Background: The Lindsborg Fire Department set up a plan to purchase three sets of new bunker gear each year to replace bunker gear that is expired, is set to expire during the fiscal year, is unserviceable, or to equip newly appointed firefighters. All three sets of bunker gear is currently needed to equip newer firefighters with gear measured for them.

Staff budgeted $10,000.00 for this fiscal year to purchase three new sets of bunker gear.

Prices were obtained from three different vendors. The three vendors are as follows:

- Ed M. Feld Equipment Co. — $3,317.65 x 3 = $9,952.95
- All Hands Public Safety — $4,623 x 3 = $13,869
- Galls — $4,732.98 x 3 = $14,198.94 + $816.44 Shipping (Galls Custom Stitching not included)

Recommendation: A motion to approve the purchase of three sets of bunker gear from Ed M. Feld Equipment Co. in the amount of $9,952.95.

Fiscal Note: Budgeted; $10,000

Funding Source: Fire Department – Capital Outlay

REVIEW:

■ City Administrator ☐ City Attorney

☐ City Council

FELD FIRE
"We've got you covered."

Quote
#QUO7323
9/8/2026

Ed M. Feld Equipment Co., Inc.
PO Box 625
113 North Griffith Road
Carroll IA 51401
800-568-2403

Bill To

Lindsborg Fire Dept/City of
PO Box 70
Lindsborg KS 67456-0070
United States

Ship To

Lindsborg Fire Dept
102 S 1st St.
Lindsborg KS 67456
United States

Expiration Date	Shipping Method	Order Date	Sales Rep
11/7/2026		9/8/2026	Nathan Yarnell

Quantity	Item	Additional Notes	Rate	Amount
1	**PPE-VERIDIAN** Veridian Custom Gear	CVAL-827-829-41-GBT Veridian Valor Turnout Gear w/ Department Specified Options	$2,007.06	$2,007.06
1	**PPE-VERIDIAN** Veridian Custom Gear	TVAL-827-829-41-GBT Veridian Valor Turnout Gear w/ Department Specified Options	$1,310.59	$1,310.59

Subtotal	$3,317.65
Tax (%)	$0.00
Shipping	
Total	$3,317.65

QUO7323

Your Cart

Back to Shopping

	ITEMS	UNIT PRICE	QTY	TOTAL PRICE
	**Lion Men's V-Force Pioneer Turnout Pants** Item#: FE1621 Mfg#: PSGQ30337-B PVFGPM-46+38R Color: Gold Size: 38 Length: Regular Add To List Edit Options Remove	$1,883.99	3	$5,651.97
	**Lion Men's V-Force Turnout Coat With Pioneer Outer Shell** Item#: FE1620 Mfg#: PSGQ30337-B CVBGPM-46+48R Color: Gold Size: 48 Length: Regular Add To List Edit Options Remove	$2,848.99	3	$8,546.97

Back To Shopping Update Cart Checkout

Checkout

Update Cart

Pricing

Subtotal: $14,198.94 (6)

Coupon Or Promo Code

enter code Apply

Enter the promotional code above. Limit one promotional code per order. All discounts are based on order value before shipping charges and sales tax. Learn More

Quick Add

PROCEED TO CHECKOUT



VERIDIAN VANGUARD TURNOUT COAT (32" LENGTH) - MEN'S (/VERIDIAN-VANGUARD-TURNOUT-COAT?COLOR=77&SIZE=167&LENGTH=337)

$2,501.00

(/Veridian-Vanguard-Turnout-Coat?color=77&size=167&length=337)

SKU VF-CVNG-826-P29-C2-KBT-48CHEST-Gold-Lsleeve

Size 48" Chest

Length Long Sleeve

Color Gold

Amount **$7,503.00**

Edit | (/Veridian-Vanguard-Turnout-Coat?quantity=3&color=77&size=167&length=337&source=cart&internalid=ite
Save for Later | Remove



VERIDIAN VANGUARD TURNOUT PANTS - MEN'S (/VERIDIAN-VANGUARD-TURNOUT-PANTS?COLOR=36&WAIST-SIZE=4&PANT-LENGTH=1)

$2,122.00

(/Veridian-Vanguard-Turnout-Pants?color=36&waist-size=4&pant-length=1)

SKU VF-TVNG-826-P29-C1-KBT-38-30-Khaki

Waist Size 38

Pant Length 30

Color Khaki

Amount **$6,366.00**

Edit | (/Veridian-Vanguard-Turnout-Pants?quantity=3&color=36&waist-size=4&pant-

length=1&source=cart&internalid=item146171set709907) Save for Later | Remove

Order Summary

Subtotal **6 ITEMS** **$13,869.00**

Subtotal Does Not Include Shipping Or Tax

HAVE A PROMO CODE?

Check out with PayPal

RECENTLY VIEWED



(/Veridian-Vanguard-Turnout-Coat)

Veridian Vanguard Turnout Coat (32" Length) - Men's (/Veridian-Vanguard-Turnout-Coat)
$2,501.00 To $2,942.00



(/Veridian-Valor-Turnout-Gear-Set)

Veridian Valor Turnout Gear Set (/Veridian-Valor-Turnout-Gear-Set)



(/Veridian-Vanguard-

Veridian Vanguard Tu
(/Veridian-Vanguard-
$2,122.00 To $2,652

CITY COUNCIL

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CVB Director
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Chief of Police
Noah Flores
Parks Director

City Council Meeting Date: October 5, 2026

Topic: Kansas Department of Commerce & Patterson Family Foundation Grants

Department: CVB

Staff Contact: Holly Lofton

Background: CVB staff has been working with the Patterson Family Foundation on a pilot program for marketing rural communities. This program was kicked off after their 2025 rural leadership retreat. Patterson Family Foundation has provided $15,000 to be utilized in McPherson and Rice counties. Holly has been working with leadership from McPherson Industrial Development Company (MIDC) and Rice County Economic Development to put together a two-county plan that will expend this amount of money equally between counties. The City of Lindsborg would serve as the pass-through resource for these funds.

The City of Lindsborg was notified by the Kansas Department of Commerce about additional funding that was available due to our positive participation in the Love, Kansas project. $25,000 was offered in additional grant dollars to be utilized for the following:

- **Advertising & Promotional Materials** — Marketing campaigns, print or digital materials, promotional items, community recruitment materials, photography, video, digital advertising, or similar activities that promote your community.
- **Art & Signage** — Community signage, murals, public art, banners, wayfinding, gateways, or other visual improvements that strengthen community identity and promote the Love, Kansas initiative.
- **Placemaking Improvements** — Small-scale improvements to public or community spaces that enhance appearance, create welcoming spaces, strengthen community identity, or improve the experience of residents and visitors.
- **Talent Recruitment & Attraction Travel** — Reasonable travel expenses associated with talent recruitment and attraction activities, including participation in recruitment events, career fairs, conferences, outreach activities, or other opportunities to promote your community to prospective residents, workers, or returning Kansans.

We are asking for acceptance of this grant money to be utilized for several projects that will meet the above criteria. We plan to extend these dollars to cover multiple marketing and community improvement projects.

Recommendation: Accept grant funds for expenditure as presented.

Fiscal Note: $15,000 and $25,000 in grant funding

Funding Source: Patterson Family Foundation & KS Dept. of Commerce

REVIEW:

☒ City Administrator ☐ City Attorney

☐ City Council

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Holly Lofton
CVB Director
Terry Reed
Chief of Police
Noah Flores
Parks Director

City Council Meeting Date: October 5, 2026

Topic: Discussion: Sidewalk Seating and Streetscape Enhancement

Department: Administration

Staff Contact: Tanner Faust, City Administrator

Background: Several streetscape improvements are being considered for expenditure within the Love Kansas grant. A few of these items include the installation of tables, chairs, and an information center adjacent to the Sundstrom Conference Center. While City Code authorizes the city to place streetscape amenities without obtaining a license, staff believe that the public nature and long-term placement of these improvements warrants submission to the Design Review Board.

During review of "sidewalk seating and streetscape enhancement" municipal code, staff observed that many existing sidewalk seating and streetscape enhancements have not completed the approval process required by City Code.

The current licensing process requires:

Submission of an application;
Review and approval by the Design Review Board;
Proof of liability insurance;
Execution of a hold harmless agreement with the City of Lindsborg; and
Payment of a $25 annual license fee.

Licenses are valid for a period of twelve (12) months from the date of issuance.

To bring existing amenities into compliance with City policy and establish an accurate tracking system for future improvements, staff recommends that the City Council temporarily waive the $25 license fee for a period of ninety (90) days. During this period, property owners and businesses with existing sidewalk seating or streetscape enhancements would be encouraged to submit applications for Design Review Board consideration and obtain the required licenses to obtain compliance with city code. Additional guidance from the Council could yield a future amendment to city code that would eliminate the annual renewal cost for the license, instead only requiring $25 at the time of installation.

This item has two separate motions. One for the waiving of license fees and the other to grant permission to install new sidewalk amenities as mentioned above.

Recommendation:

1) Authorize the City Administrator to waive the $25 fee for sidewalk seating and streetscape enhancement licenses for a period not to exceed ninety (90) days.
2) Motion to authorize the installation of sidewalk seating and streetscape enhancements to include tables, chairs, and an information center subject to the approval of the Design Review Board.

Fiscal Note: N/A

Funding Source: Grant Funding from the Kansas Department of Commerce

REVIEW:

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

DIVISION 6. - SIDEWALK SEATING AND STREETSCAPE ENHANCEMENT LICENSES

Subdivision I. - In General

Sec. 42-209. - Created.

There is created within the city limits a sidewalk and streetscape enhancement license which shall entitle the license holder to place outdoor tables with associated seating and streetscape enhancements on the city's sidewalk right-of-way in the C-2 zoning district pursuant to the provisions of this division.

(Ord. No. 4109, § 1, 6-5-2000)

Sec. 42-210. - Applicable to C-2 zoning district.

Any person, partnership, joint venture, corporation, or other entity operating a business establishment may apply for a license if the business is located in the city's C-2 zoning district.

(Ord. No. 4109, § 1.2, 6-5-2000)

Sec. 42-211. - City reservation.

Nothing within this division is intended to nor shall it prohibit the city from placing fixed or movable objects within its sidewalk right-of-way within the C-2 zoning district, as it deems appropriate.

(Ord. No. 4109, § 1.2.1, 6-5-2000)

Sec. 42-212. - Entitlement of license holder.

Each license holder shall be entitled to place outdoor tables and associated seating and streetscape enhancements on the sidewalk in front of the license holder's establishment under the terms and conditions contained in this division.

(Ord. No. 4109, § 1.3, 6-5-2000)

Sec. 42-213. - Restrictions.

(a) Each table, associated seating and/or streetscape enhancement must be of commercial grade; said table, associated seating and/or streetscape enhancement shall have sufficient weight to remain in place during winds of 20 miles per hour or less. Each table top shall be limited to a maximum surface area of not more than 38.5 square feet and shall have associated seating for not less than two or more than four people. Table umbrellas are allowed and shall be retractable.

(b) All table umbrellas must be properly secured with a base of not less than 60 pounds. No table umbrella in its open position shall exceed seven feet in diameter. No table umbrella or streetscape enhancement shall obstruct the clear vision of any street sign or traffic regulatory sign or in any way create a safety hazard. No umbrella shall contain or display any type sign, signage, or advertising. No open table umbrella or open table umbrella part, except for the fringe or valance, shall be lower than six feet six inches measured perpendicular from the sidewalk surface. The fringe or valance of a table umbrella shall not exceed six inches in height. All table umbrellas shall remain retracted when prevailing winds or gusting winds are 20 miles per hour or greater.

(c) Each table and associated seating shall be centered on a line created by the existing trees and benches on the block and parallel to the sidewalk curb and within the area created by extending parallel lines which are perpendicular from the front corners of the establishment's building to the nearest sidewalk curb on Main Street or Lincoln Street, whichever is closer.

(d) Each streetscape enhancement shall be on the same line as tables and associated seating, or directly next to the establishment storefront.

(e) Upon request by the applicant, the design review board may grant exceptions to the alignment of seating, tables or other enhancement items, as long as:

(1) Placement of items will not unreasonably impede pedestrian traffic.

(2) Written permission of all owners of record and all tenants, if any, of the real property that immediately abuts or adjoins the applicant's proposed license.

(Ord. No. 4109, § 1.3.1, 6-5-2000; Ord. No. 4973, § 1, 4-4-2016)

Sec. 42-214. - Nontransferable.

No license issued pursuant to this division may be assigned, transferred, or in any manner conveyed to any other person, partnership, joint venture, corporation or other entity.

(Ord. No. 4109, § 2, 6-5-2000)

Sec. 42-215. - Enforcement.

The governing body reserves unto itself any and all police power it may have with respect to regulation and control of the public right-of-way. Any license issued pursuant to this division shall be subject to the future exercise of the police power by the governing body and the issuance of such license shall not entitle the license holder to any compensation from the city by virtue of the exercise of such police power.

(Ord. No. 4109, § 4, 6-5-2000)

Secs. 42-216—42-234. - Reserved.

Subdivision II. - Application

Sec. 42-235. - Required.

No license shall be approved until the applicant has filled out and submitted the license application to the city clerk, paid the required fee, and completed the provisions contained in sections 42-236 through 42-239.

(Ord. No. 4109, § 1.4, 6-5-2000)

Sec. 42-236. - Costs; duration.

The cost of the license shall be as provided in the city fee schedule, and said license shall be valid for a 12-month period beginning on the date granted.

(Ord. No. 4109, § 1.1, 6-5-2000)

Sec. 42-237. - Liability insurance.

Each applicant shall present to the city clerk a certificate of insurance showing the applicant has general public liability and property damage insurance in an amount not less than $1,000,000.00 per occurrence covering individuals and property suffering injury during use of, placement of, and the design of the tables, associated seating and streetscape enhancements, and any other cause of action for personal injury or property damage related to the tables, associated seating and streetscape enhancements, set out pursuant to a license granted in accordance with this division. The insurance shall name the city as the insured.

(Ord. No. 4109, § 1.4.1, 6-5-2000)

Sec. 42-238. - Hold harmless clause required.

Each license shall include a hold harmless agreement by which the applicant agrees to indemnify, defend and hold harmless the city against any and all claims arising from any occurrence occasioned from the use of, the placement of, and the design of tables, associated seating and streetscape enhancements, and any other cause of action for personal injury or property damage related to the tables, associated seating and streetscape enhancements set out pursuant to a license granted in accordance with this division.

(Ord. No. 4109, § 1.4.2, 6-5-2000)

Sec. 42-239. - Detailed plans; determinations regarding granting of license.

(a) Each applicant shall submit with his application a detailed description of any table, associated seating, and any streetscape enhancements the applicant intends to place on the city's sidewalk right-of-way pursuant to a license. Said detailed description shall include vendor photos if any, construction materials, weight, color, design sketch (if no vendor photos), dimensions, and site sketch showing distances from other objects already on the sidewalk (e.g., trees, benches, etc.), from each proposed object, and from each boundary line.

(b) The city shall forward the detailed description to the existing design review board that shall review the application for compliance with the conditions of this division. The design review board shall issue a written opinion to the city administrator stating whether the license should or should not be granted.

(c) If the design review board issues an opinion that a license should not be granted, the opinion shall state in detail the reasons for such recommendation. Upon receipt of a design review board opinion, the city administrator shall review the application and the written opinion and make his own decision on whether a license should be granted or denied. If the city administrator's opinion is contrary to the design review board's opinion, the matter shall be submitted to the city's governing body for final resolution at the next regularly scheduled meeting (or special meeting as the governing body may decide).

(d) Considerations in determining whether a license should be granted shall include, but not be limited to:

(1) Whether the conditions of this division are complied with;

(2) The health, safety or welfare of the city, its inhabitants and visitors (physical and/or financial); and

(3) Access from street parking to businesses in the C-2 zoning district.

(e) Once a license is issued pursuant to the procedures stated in subsection (d) of this section, no table, associated seating, or streetscape enhancement, may be placed on the city's sidewalk right-of-way in the C-2 zoning district by that license holder other than that which was described and approved. In the event a license holder desires to place additional or different tables, associated seating, or streetscape enhancements within the authorized area, he shall submit a new detailed description to the city clerk and the procedures of subsection (d) of this section shall be followed; however, no new license or fee will be required during the same license period.

(Ord. No. 4109, § 1.4.3, 6-5-2000)

Secs. 42-240—42-268. - Reserved.

Subdivision III. - Termination

Sec. 42-269. - Authority.

A license shall terminate 12 months after it is issued unless earlier terminated pursuant to any of the following conditions stated in sections 42-270 through 42-273.

(Ord. No. 4109, § 1.5.1, 6-5-2000)

Sec. 42-270. - Violation of division.

In the event a license holder violates any term of this division, the city administrator may revoke said license upon a 30-day written notice to the license holder stating the basis for the intended revocation and the future effective date of the revocation. The license holder may avoid revocation by correcting the condition stated in the notice letter prior to the revocation date. The license holder may appeal a revocation. Said appeal shall be in writing and submitted to the city clerk within ten days after the revocation notice. The city clerk shall place the appeal on the governing body's next regularly scheduled meeting for public hearing and action. An appeal shall stay the revocation until the governing body takes action on the appeal.

(Ord. No. 4109, § 1.5.2, 6-5-2000)

Sec. 42-271. - Termination of business.

In the event the license holder terminates business, the license shall terminate at the same time. The license holder shall have ten days from the date of license termination to remove any and all tables, associated seating, and streetscape enhancements from in front of the license holder's property, and shall return the sidewalk to its pre-license condition. In the event the license holder fails to remove the licensed table, associated seating, and streetscape enhancements within the ten-day period, the city may remove the tables, associated seating, and streetscape enhancements and the cost shall be assessed to the license holder.

(Ord. No. 4109, § 1.5.3, 6-5-2000)

Sec. 42-272. - Transfer of ownership.

(a) In the event a license holder sells its business, the license shall terminate at the time of the business transfer. If the new owner does not operate the business at the same location, the seller shall remove the tables, associated seating, and streetscape enhancements.

(b) In the event the new owner operates a business at the same location, the new owner shall have a ten-day grace period to apply for a new license. The existing tables, associated seating and streetscape enhancements licensed under the seller's license may remain during the ten-day

grace period and any additional time during the application's review.

(c) In the event the application is denied, the new owner shall have ten days from denial to remove any and all tables, associated seating, and streetscape enhancements from in front of the applicant's property, and shall return the sidewalk to its pre-license condition. In the event the applicant fails to remove the tables, associated seating, and streetscape enhancements within the ten-day period, the city may remove the tables, associated seating, and streetscape enhancements and the cost shall be assessed to the prior license holder.

(Ord. No. 4109, § 1.5.4, 6-5-2000)

Sec. 42-273. - Threat to health, safety or welfare.

(a) The city administrator may order the immediate termination of a license issued under this division or the removal of a particular table, associated seating, or streetscape enhancement if he determines that continuation of the license or presence of a particular table, associated seating, or streetscape enhancement presents an immediate threat to the health, safety or welfare of the community at large or to any single member of the community (physical and/or financial).

(b) The license holder shall receive a hearing before the governing body if requested within five days of license termination by the license holder in writing, submitted to the city clerk. Said hearing shall be scheduled for a special meeting of the governing body within five days of receiving the written notice. A request for hearing pursuant to this section shall not stay the license termination.

(c) The license holder shall have 24 hours to remove any tables, associated seating, or streetscape enhancement that is creating the immediate threat. In the event the license holder fails to remove the offending table, associated seating, or streetscape enhancement within the allotted time, the city may remove the offending table, associated seating, or streetscape enhancement, and the cost shall be assessed to the license holder.

(Ord. No. 4109, § 1.5.5, 6-5-2000)

Secs. 42-274—42-277. - Reserved.

J.O. SUNDSTROM
CONFERENCE CENTER
150
1869 2019
STOP
20