CITY COUNCIL MEETING
AGENDA
OCTOBER 19, 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 October 05, 2026
   B. Payroll Ordinance No. 5614
   C. Purchase Order Ordinance No. 5615
7. APPOINTMENTS
8. COMMITTEE/STAFF REPORTS
9. NEW BUSINESS
   A. Fire Truck Lease Agreement
   B. Amendment: Fire Honorarium
   C. Rural Fire District #8 Agreement
   D. CDBG Housing Rehabilitation Grant Documents
   E. Ordinance No. 5616: Disqualifications for CMB License
10. EXECUTIVE SESSION
11. OTHER
12. ADJOURNMENT

LINDSBORG
KANSAS

Upcoming Meetings

OCTOBER 2026

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

DECEMBER 2026

Tues. December 1	3:00 p.m.	CVB Advisory Board Meeting
Mon. December 7	6:30 p.m.	City Council Meeting
Tues. December 8	6:30 p.m.	Board of Zoning Appeals (as required)
Tues. December 15	8:30 a.m.	Tree Board Meeting
	6:30 p.m.	Design Review Board (as required)
Mon. December 21	6:30 p.m.	City Council Meeting
Tues. December 22	6:30 p.m.	Planning Commission (as required)
December 24-25		City Offices Closed for Christmas

LINDSBORG CITY COUNCIL
Lindsborg City Hall
October 5, 2026–6:30 p.m.
Meeting Minutes

COUNCILMEMBERS PRESENT: Mayor Clark Shultz, Kirsten Bruce, Larry Lysell, Ericka Lysell, Lysa Palmer-Augusta

Tyler Johnson joined the meeting at 6:37 p.m.

MEMBERS ABSENT: Rebecca Van Der Wege, Andrew Smith

OTHERS PRESENT: Tanner Faust, Roxie Sjogren, Zachary Strella, David Hay, Chief Terry Reed, Holly Lofton, Noah Flores, Denny Walker, Milton Collins, Rodney Schrage, Susan Nordell, Scott Bontz, Maggie Fishcer, Brandon Burch, Lauren Burkhart, Quayd Burkhart, Dr. Laura Crawley, Ian Manor, Ciera Manor, Gabriel Wilson, George Kremm, Luke Garretson, Ethan Feistner

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

Pastor Ethan Feistner from Bethany Villages offered the opening prayer.

PUBLIC INPUT:
Brandon Burch, Susan Nordell, Kerrigan Guthrie, Gabriel Wilson, George Krem, and Ian Manor spoke on Flock Cameras.

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

MAYOR'S REPORT:
Mayor Shultz congratulated the Old Mill Museum on the financial gift that they have recently received.

CONSENT AGENDA
Councilmember Kirsten Bruce moved to approve the minutes from the September 21, 2026, regular Council meeting, Payroll Ordinance 5612, and Purchase Order Ordinance 5613. Motion was seconded by Councilmember Ericka Lysell and passed 5-0 by roll call vote.

APPOINTMENTS:
Mayor Shultz appointed Greg Lundstrom to the Lindsborg Housing Authority with no objection from City Council.

COMMITTEE REPORTS:
There were no committee reports.

OLD BUSINESS
Bethany College Memorandum of Agreement
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 College's softball fields and occasionally their practice soccer fields on the far east side of

campus. Bethany College 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.*

President Crawley and City Administrator Tanner Faust met to make revisions based on the feedback provided by the City Council.

Councilmember Larry Lysell moved to authorize the execution of the MOA between Bethany College and the City of Lindsborg for a term of one year. The motion was seconded by Councilmember Kirsten Bruce and passed 5-0 by voice vote.

NEW BUSINESS:

DS&O Mutual Aid Agreement

The City of Lindsborg has 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.

Councilmember Lysa Palmer-Augusta moved 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. Motion was seconded by Councilmember Kirsten Bruce and passed 5-0 by voice vote.

Public Works Restroom

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

DRAFT

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.

Councilmember Lysa Palmer-Augusta moved to accept the bid from James Coy Construction in the amount of $49,951.56. Motion was seconded by Councilmember Ericka Lysell and passed 5-0 by roll call vote.

Cereal Malt Beverage Application
The City 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 was reviewed by the State and the City Clerk's office, background checks completed by the KBI, and the application fee was received.

Councilmember Lysa Palmer-Augusta moved to approve the off-premise CMB application for Now and Forever and issue a CMB license valid through December 31, 2026. The motion was seconded by Councilmember Ericka Lysell and passed 5-0 by voice vote

Fire Bunker Gear
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)

Councilmember Ericka Lysell moved to approve the purchase of three sets of bunker gear from Ed M. Feld Equipment Co. in the amount of $9,952.95. Motion was seconded by Councilmember Lysa Palmer-Augusta and passed 5-0 by roll call votes.

Team Kansas Grant
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. CVB Director Holly Lofton 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 their positive participation in the Love, Kansas project. $25,000 was offered in additional grant dollars to be utilized for the following:

DRAFT

- **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.

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

Councilmember Kirsten Bruce moved to accept grant funds for expenditure as presented. Motion was seconded by Councilmember Lysa Palmer-Augusta and passed 5-0 by voice vote.

Downtown Sidewalk and Seating Guidelines
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.

DRAFT

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.

Councilmember Larry Lysell moved to 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 and 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. Motion was seconded by Councilmember Kirsten Bruce and passed 5-0 by roll call vote.

ADJOURNMENT:
Councilmember Kirsten Bruce moved for adjournment, seconded by Councilmember Lysa Palmer-Augusta, and passed 5-0 by voice vote. The meeting was adjourned at 7:34 p.m.

Respectfully Submitted,

Roxie Sjogren

Roxie Sjogren, MMC
City Clerk

DRAFT

City of Lindsborg, KS

Expense Approval Register

PKT00784 - 2026.10.19 "A" COUNCIL PAYABLES

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: AIR & FIRE SYSTEMS, INC.					
AIR & FIRE SYSTEMS, INC.	79842	10/19/2026	FIRE EXT ANNUAL INSPECTI...	001-5-002-4000	74.00
AIR & FIRE SYSTEMS, INC.	79844	10/19/2026	FIRE EXT ANNUAL INSPECTI...	001-5-003-4000	52.75
AIR & FIRE SYSTEMS, INC.	79844	10/19/2026	FIRE EXT ANNUAL INSPECTI...	029-5-029-4000	52.75
AIR & FIRE SYSTEMS, INC.	79845	10/19/2026	ANNUAL FIRE EXT INSPECTI...	001-5-003-4000	91.00
AIR & FIRE SYSTEMS, INC.	79848	10/19/2026	FIRE EXT ANNUAL INSPECTI...	029-5-029-4000	95.00
AIR & FIRE SYSTEMS, INC.	79851	10/19/2026	FIRE EXT ANNUAL INSPECTI...	001-5-006-4000	158.00
AIR & FIRE SYSTEMS, INC.	59849	10/19/2026	FIRE EXT ANNUAL INSPECTI...	029-5-029-4000	168.10
AIR & FIRE SYSTEMS, INC.	79843	10/19/2026	FIRE EXT ANNUAL INSPECTI...	001-5-002-4000	70.30
AIR & FIRE SYSTEMS, INC.	79846	10/19/2026	FIRE EXT ANNUAL INSPECTI...	070-5-721-4000	59.80
AIR & FIRE SYSTEMS, INC.	79847	10/19/2026	ANNUAL FIRE EXT INSPECTI...	001-5-004-4000	74.80
AIR & FIRE SYSTEMS, INC.	79853	10/19/2026	FIRE EXT ANNUAL INSPECTI...	028-5-028-4000	73.75
AIR & FIRE SYSTEMS, INC.	79853	10/19/2026	FIRE EXT ANNUAL INSPECTI...	084-5-084-4000	73.75
AIR & FIRE SYSTEMS, INC.	79856	10/19/2026	FIRE EXT ANNUAL INSPECTI...	070-5-721-4000	268.00
				Vendor AIR & FIRE SYSTEMS, INC. Total:	**1,312.00**
Vendor: ANIXTER INC					
ANIXTER INC	6905750-00	10/19/2026	INSULATORS/ARRDIST/WAS...	070-5-721-5000	2,076.79
ANIXTER INC	6928443-00	10/19/2026	SAFETY GLASSES/PAINT MAR...	070-5-721-5000	111.32
				Vendor ANIXTER INC Total:	**2,188.11**
Vendor: BOBCAT OF SALINA, INC.					
BOBCAT OF SALINA, INC.	091046	10/19/2026	HYDRAULIC FUEL	001-5-007-5000	179.49
				Vendor BOBCAT OF SALINA, INC. Total:	**179.49**
Vendor: BORDER STATES INDUSTRIES, INC.					
BORDER STATES INDUSTRIES,...	933266253	10/19/2026	UNIVERSAL FUSE LINK	070-5-721-5000	448.59
BORDER STATES INDUSTRIES,...	933266269	10/19/2026	THM ICS72 INS SPLICE	070-5-721-5000	218.91
				Vendor BORDER STATES INDUSTRIES, INC. Total:	**667.50**
Vendor: CARD SERVICES - UMB CREDIT CARD					
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	Straps for chair rental - The ...	001-5-002-4000	51.94
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	Rental chairs - The Main Event	001-5-002-4000	285.00
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	remarkable 2 yr subscription	001-5-002-4000	53.69
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	MONTHLY SUBSCRIPTION	001-5-002-4000	3.99
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	STO ordinance publication in...	001-5-002-4102	97.09
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	UPOC ordinance publication ...	001-5-002-4102	122.76
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	Roxie and Lane Tolls	001-5-002-4110	0.96
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	Coffee w/ President Crawley	001-5-002-4110	8.39
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	checked suitcase	001-5-002-4110	50.00
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	PSHRA conference	001-5-002-4110	42.94
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	IIMC REGION VII MEETING/C...	001-5-002-4110	148.50
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	For Swedish Embassy	001-5-002-5000	42.44
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	Council shirt order	001-5-002-5000	146.18
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	Invitation and package for S...	001-5-002-5105	16.45
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	KMAAG and Fraud Prevention	001-5-002-8100	409.00
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	Roxie and Lane Tolls	001-5-003-4110	2.88
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	AJ - MOCIC Training	001-5-003-4110	419.07
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	Padlock for temporary evide...	001-5-003-5000	17.60
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	KIA Training Registration - La...	001-5-003-8100	56.38
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	KIA Training Registration - Te...	001-5-003-8100	56.38
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	Fire Meal	001-5-004-5000	41.77
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	repair material	001-5-007-5000	8.31
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	Work gloves-PPE	001-5-007-5000	17.47
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	Video editing app	001-5-008-4000	21.99
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	iCloud storage for office iPho...	001-5-008-4000	0.99
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	ChatGPT subscription	001-5-008-4000	20.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	Stock photos	001-5-008-4000	25.00
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	Visit Lindsborg ADA complian...	001-5-008-4000	50.00
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	Electronic maps for communi...	001-5-008-4000	24.00
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	KS 250 Booth candy- reimbur...	001-5-008-5000	472.96
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	KS 250 Booth Candy - refund...	001-5-008-5000	487.16
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	Refund to include tax charge.	001-5-008-5000	-487.15
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	Travel guides- postage	001-5-008-5105	26.15
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	Event planning software	001-5-014-4000	108.99
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	Kitchen equipment - replace...	001-5-014-5000	339.80
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	Travel guides - postage	001-5-014-5105	9.45
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	Design software	021-5-021-4000	12.99
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	Forms software	021-5-021-4000	79.00
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	Continuing education confer...	021-5-021-4110	279.30
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	Lunch for fall sport officials	023-5-023-5000	36.14
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	Volleyballs	023-5-023-5000	134.78
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	tournament lunch and soda	024-5-024-4250	6.96
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	Pin Flags	024-5-024-5000	262.03
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	Soda	024-5-024-5200	12.44
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	tournament lunch and soda	024-5-024-5200	37.57
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	batteries - WWTP	028-5-028-5000	119.90
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	Social Media Ads	036-5-036-4000	63.82
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	Social media ads	036-5-036-4000	100.00
CARD SERVICES - UMB CREDI...	SEPTEMBER 26 CC	10/25/2026	KMEA Conference (ICT)	070-5-722-4110	130.00
				Vendor CARD SERVICES - UMB CREDIT CARD Total:	**4,473.46**
Vendor: COMPLIANCEONE					
COMPLIANCEONE	344088	10/19/2026	MONTHLY CHARGE SEPTEM...	001-5-006-4000	15.50
COMPLIANCEONE	344088	10/19/2026	MONTHLY CHARGE SEPTEM...	070-5-721-4000	15.50
				Vendor COMPLIANCEONE Total:	**31.00**
Vendor: CONSTRUCTION RENTAL SALINA					
CONSTRUCTION RENTAL SAL...	561789-1	10/19/2026	SURVEY STAKES/PAINT	001-5-006-5000	41.91
				Vendor CONSTRUCTION RENTAL SALINA Total:	**41.91**
Vendor: CROWN AND RYE					
CROWN AND RYE	10272436	10/19/2026	CATERING-ADMIN	001-5-002-4000	372.00
CROWN AND RYE	10272436	10/19/2026	TIP	001-5-002-4000	50.00
				Vendor CROWN AND RYE Total:	**422.00**
Vendor: ENTERPRISE FM TRUST					
ENTERPRISE FM TRUST	FBN5758128	10/19/2026	Fleet Lease - Admin Escape	078-5-078-5500	31.00
ENTERPRISE FM TRUST	FBN5758128	10/19/2026	Fleet Lease - Detective	078-5-078-5501	423.59
ENTERPRISE FM TRUST	FBN5758128	10/19/2026	Fleet Lease - Interceptor	078-5-078-5501	31.00
ENTERPRISE FM TRUST	FBN5758128	10/19/2026	Fleet Lease - Chief	078-5-078-5501	31.00
ENTERPRISE FM TRUST	FBN5758128	10/19/2026	Fleet Lease - FIRE	078-5-078-5502	31.00
ENTERPRISE FM TRUST	FBN5758128	10/19/2026	Fleet Lease - PW Director	078-5-078-5503	204.71
ENTERPRISE FM TRUST	FBN5758128	10/19/2026	Fleet Lease - Parks	078-5-078-5504	870.16
ENTERPRISE FM TRUST	FBN5758128	10/19/2026	Fleet Lease - Parks Lightning	078-5-078-5504	1,224.47
ENTERPRISE FM TRUST	FBN5758128	10/19/2026	Fleet Lease - Rec	078-5-078-5509	818.86
ENTERPRISE FM TRUST	FBN5758128	10/19/2026	Fleet Lease - PW Director	078-5-078-5511	204.71
ENTERPRISE FM TRUST	FBN5758128	10/19/2026	Fleet Lease - WASTE WATER	078-5-078-5511	31.00
ENTERPRISE FM TRUST	FBN5758128	10/19/2026	Fleet Lease - PW Director	078-5-078-5514	204.72
ENTERPRISE FM TRUST	FBN5758128	10/19/2026	Fleet Lease - Admin Explorer	078-5-078-5514	684.14
ENTERPRISE FM TRUST	FBN5758128	10/19/2026	Fleet Lease - Meter Read	078-5-078-5516	818.86
ENTERPRISE FM TRUST	FBN5758128	10/19/2026	Fleet Lease - PW Director	078-5-078-5516	204.72
				Vendor ENTERPRISE FM TRUST Total:	**5,813.94**
Vendor: FEDERICO CONSULTING, INC.					
FEDERICO CONSULTING, INC.	INV0003773	10/19/2026	CONSULTING SERVICES	001-3290	1,250.00
FEDERICO CONSULTING, INC.	INV0003773	10/19/2026	CONSULTING SERVICES	070-3290	1,250.00
				Vendor FEDERICO CONSULTING, INC. Total:	**2,500.00**
Vendor: GLOBAL PAYMENTS INTEGRATED					
GLOBAL PAYMENTS INTEGRA...	INV0003774	10/01/2026	CC FEES	070-5-723-9200	6,259.15

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GLOBAL PAYMENTS INTEGRA...	INV0003775	10/01/2026	CC FEES	070-5-723-9200	2,081.37
GLOBAL PAYMENTS INTEGRA...	INV0003776	10/01/2026	COURT CC FEES	001-5-002-4109	3,998.00
				Vendor GLOBAL PAYMENTS INTEGRATED Total:	**12,338.52**
Vendor: HARRELL'S LLC					
HARRELL'S LLC	INV02230302	10/19/2026	PYLEX 4	024-5-024-4000	424.32
				Vendor HARRELL'S LLC Total:	**424.32**
Vendor: HEMSLOJD, INC					
HEMSLOJD, INC	2216	10/19/2026	SHIPPING	001-5-008-4000	22.00
				Vendor HEMSLOJD, INC Total:	**22.00**
Vendor: HOMETOWN OUTDOOR POWER, INC.					
HOMETOWN OUTDOOR PO...	54776	10/19/2026	AUTOCUT	001-5-007-5000	45.31
				Vendor HOMETOWN OUTDOOR POWER, INC. Total:	**45.31**
Vendor: IIMC					
IIMC	INV0003771	10/19/2026	ANNUAL MEMBERSHIP ROXI...	001-5-002-4000	205.00
				Vendor IIMC Total:	**205.00**
Vendor: ITRON, INC.					
ITRON, INC.	741780	10/19/2026	FCS SOFTWARE MAINTENAN...	084-5-084-4000	2,491.89
				Vendor ITRON, INC. Total:	**2,491.89**
Vendor: JB428 LLC					
JB428 LLC	X0073	10/19/2026	STREET SIGNS	001-5-006-5000	377.45
				Vendor JB428 LLC Total:	**377.45**
Vendor: JKC RENTALS, LLC					
JKC RENTALS, LLC	1-500894	10/19/2026	HAMNER DRILL/TOOLCASE/...	001-5-006-4000	55.00
JKC RENTALS, LLC	1-500912	10/19/2026	POWER SCREED	001-5-006-4000	37.13
JKC RENTALS, LLC	1-500890	10/19/2026	SAW/BLADE	001-5-006-4000	262.92
				Vendor JKC RENTALS, LLC Total:	**355.05**
Vendor: KMEA					
KMEA	WAPA-LIND-2026-09	10/06/2026	PURCHASED POWER	070-5-720-4200	9,582.00
KMEA	2948-9-26	10/19/2026	SERVICE CALL-TRANSFORMER	070-5-721-4000	2,116.25
				Vendor KMEA Total:	**11,698.25**
Vendor: KMU, INC.					
KMU, INC.	21508	10/19/2026	QUARTERLY DUES-LEVEL 1 T...	001-5-006-8100	516.17
KMU, INC.	21508	10/19/2026	QUARTERLY DUES-LEVEL 1 T...	001-5-007-8100	516.18
KMU, INC.	21508	10/19/2026	QUARTERLY DUES-LEVEL 1 T...	028-5-028-8100	516.17
KMU, INC.	21508	10/19/2026	QUARTERLY DUES-LEVEL 1 T...	070-5-721-8100	516.18
KMU, INC.	21508	10/19/2026	QUARTERLY DUES-LEVEL 1 T...	084-5-084-8100	516.18
				Vendor KMU, INC. Total:	**2,580.88**
Vendor: KRPA					
KRPA	20800	10/19/2026	MEMBERSHIP RENEWAL	023-5-023-4000	150.00
				Vendor KRPA Total:	**150.00**
Vendor: LILYPAD SEPTIC & PORTABLE RESTROOMS SERVICES					
LILYPAD SEPTIC & PORTABLE...	16534	10/19/2026	UNIT SERVICE	023-5-023-4000	55.00
				Vendor LILYPAD SEPTIC & PORTABLE RESTROOMS SERVICES Total:	**55.00**
Vendor: LINDSBORG LAUNDRY, LLC					
LINDSBORG LAUNDRY, LLC	54709	10/19/2026	MAT SERVICE	001-5-002-4000	28.87
LINDSBORG LAUNDRY, LLC	54709	10/19/2026	MAT SERVICE	001-5-003-4000	5.83
LINDSBORG LAUNDRY, LLC	54709	10/19/2026	MAT SERVICE	001-5-004-4000	5.83
LINDSBORG LAUNDRY, LLC	54709	10/19/2026	MAT SERVICE	001-5-006-4000	8.48
LINDSBORG LAUNDRY, LLC	54709	10/19/2026	MAT SERVICE	001-5-007-4000	8.48
LINDSBORG LAUNDRY, LLC	54709	10/19/2026	MAT SERVICE	028-5-028-4000	8.35
LINDSBORG LAUNDRY, LLC	54709	10/19/2026	MAT SERVICE	070-5-721-4000	8.48
LINDSBORG LAUNDRY, LLC	54709	10/19/2026	MAT SERVICE	084-5-084-4000	8.36
LINDSBORG LAUNDRY, LLC	54727	10/19/2026	LAUNDRY SERVICE	001-5-014-4000	20.14
LINDSBORG LAUNDRY, LLC	54604	10/19/2026	MAT SERVICE	001-5-002-4000	28.87
LINDSBORG LAUNDRY, LLC	54604	10/19/2026	MAT SERVICE	001-5-003-4000	8.62
LINDSBORG LAUNDRY, LLC	54604	10/19/2026	MAT SERVICE	001-5-004-4000	8.61

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LINDSBORG LAUNDRY, LLC	54604	10/19/2026	MAT SERVICE	001-5-006-4000	8.48
LINDSBORG LAUNDRY, LLC	54604	10/19/2026	MAT SERVICE	001-5-007-4000	8.48
LINDSBORG LAUNDRY, LLC	54604	10/19/2026	MAT SERVICE	001-5-008-4000	5.30
LINDSBORG LAUNDRY, LLC	54604	10/19/2026	MAT SERVICE	028-5-028-4000	8.35
LINDSBORG LAUNDRY, LLC	54604	10/19/2026	MAT SERVICE	070-5-721-4000	8.48
LINDSBORG LAUNDRY, LLC	54604	10/19/2026	MAT SERVICE	084-5-084-4000	8.36
LINDSBORG LAUNDRY, LLC	54648	10/19/2026	LAUNDRY SERVICE	001-5-014-4000	63.60
LINDSBORG LAUNDRY, LLC	54617	10/19/2026	LAUNDRY SERVICE	001-5-014-4000	20.14
LINDSBORG LAUNDRY, LLC	54688	10/19/2026	LAUNDRY SERVICE	001-5-014-4000	13.25
				Vendor LINDSBORG LAUNDRY, LLC Total:	**293.36**
Vendor: LINK MEDIA SERVICES, LLC					
LINK MEDIA SERVICES, LLC	629679	10/19/2026	I70 BILLBOARD LEASES	036-5-036-4000	775.00
				Vendor LINK MEDIA SERVICES, LLC Total:	**775.00**
Vendor: LISA JOHNSON					
LISA JOHNSON	INV0003770	10/19/2026	REIMBURSEMENT-LIGHTS	001-5-014-5000	67.92
				Vendor LISA JOHNSON Total:	**67.92**
Vendor: MCPHERSON AREA SOLID WAST					
MCPHERSON AREA SOLID W...	530666	10/19/2026	STREET DANCE DUMPSTER - ...	001-5-002-4000	17.80
MCPHERSON AREA SOLID W...	530666	10/19/2026	LANDFILL/ROLL OFF	001-5-007-4000	49.00
MCPHERSON AREA SOLID W...	530666	10/19/2026	LANDFILL/ROLL OFF	070-5-721-4000	25.00
MCPHERSON AREA SOLID W...	532422	10/19/2026	CREDIT	001-5-002-4000	-50.99
MCPHERSON AREA SOLID W...	532422	10/19/2026	REFUSE SERVICE	001-5-002-4000	75.20
MCPHERSON AREA SOLID W...	532422	10/19/2026	CART RENTAL	001-5-003-4000	3.06
MCPHERSON AREA SOLID W...	532422	10/19/2026	REFUSE SERVICE	001-5-006-4000	72.73
MCPHERSON AREA SOLID W...	532422	10/19/2026	REFUSE SERVICE	001-5-007-4000	255.58
MCPHERSON AREA SOLID W...	532422	10/19/2026	SUMMER REFUSE SERVICE	001-5-012-4000	53.05
MCPHERSON AREA SOLID W...	532422	10/19/2026	REFUSE SERVICE	001-5-014-4000	62.95
MCPHERSON AREA SOLID W...	532422	10/19/2026	REFUSE SERVICE	024-5-024-4000	72.73
MCPHERSON AREA SOLID W...	532422	10/19/2026	REFUSE SERVICE	028-5-028-4000	31.55
MCPHERSON AREA SOLID W...	532422	10/19/2026	REFUSE SERVICE	070-5-721-4000	82.16
MCPHERSON AREA SOLID W...	532422	10/19/2026	COMMERCIAL RECYCLING C...	082-5-082-4000	-162.00
MCPHERSON AREA SOLID W...	532422	10/19/2026	1450 CUSTOMERS @ $10.64	082-5-082-4000	18,440.19
MCPHERSON AREA SOLID W...	532422	10/19/2026	ADD'L POLYCART CHARGES	082-5-082-4000	1,031.49
MCPHERSON AREA SOLID W...	532422	10/19/2026	CURBSIDE RECYCLING @ $1....	082-5-082-4000	2,567.25
MCPHERSON AREA SOLID W...	532422	10/19/2026	CITY IMPROVEMENT FUND	082-5-082-4000	1,527.00
MCPHERSON AREA SOLID W...	532422	10/19/2026	CITY RECYCLING FUND	082-5-082-4000	1,527.00
MCPHERSON AREA SOLID W...	532422	10/19/2026	FUEL SURCHARGE	082-5-082-4000	401.64
MCPHERSON AREA SOLID W...	532422	10/19/2026	REFUSE SERVICE	084-5-084-4000	31.54
				Vendor MCPHERSON AREA SOLID WAST Total:	**26,113.93**
Vendor: MCPHERSON QUALITY AIR, LLC					
MCPHERSON QUALITY AIR, L...	2026102707	10/19/2026	AC REPAIR	001-5-014-4000	1,070.96
				Vendor MCPHERSON QUALITY AIR, LLC Total:	**1,070.96**
Vendor: MENARDS					
MENARDS	77378	10/19/2026	MF RATCH SOFT GRIP	084-5-084-5000	69.96
MENARDS	77499	10/19/2026	PAINT MARKING/KNIFE/ROL...	028-5-028-5000	104.34
MENARDS	77504	10/19/2026	PAINT	084-5-084-5000	47.94
				Vendor MENARDS Total:	**222.24**
Vendor: PROPANE CENTRAL					
PROPANE CENTRAL	I034131	10/19/2026	PROPANE TANK RENTAL	024-5-024-4000	50.00
PROPANE CENTRAL	INV0003768	10/19/2026	PROPANE	024-5-024-4000	665.90
				Vendor PROPANE CENTRAL Total:	**715.90**
Vendor: PROTECTIVE EQUIPMENT TESTING LABORATORY					
PROTECTIVE EQUIPMENT TE...	93340	10/19/2026	ELECTRIC TESTING	070-5-721-4000	2,234.00
				Vendor PROTECTIVE EQUIPMENT TESTING LABORATORY Total:	**2,234.00**
Vendor: QUALITY INSPECTION SERVICES, LLC					
QUALITY INSPECTION SERVIC...	2476	10/19/2026	ELEVATOR ANNUAL INSPECT...	001-5-014-4000	393.00
				Vendor QUALITY INSPECTION SERVICES, LLC Total:	**393.00**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: REACH SOLUTIONS, INC.					
REACH SOLUTIONS, INC.	28487	10/19/2026	NETWORK CONVERTER ADA...	070-5-721-4000	48.00
				Vendor REACH SOLUTIONS, INC. Total:	**48.00**
Vendor: ROXIE SJOGREN					
ROXIE SJOGREN	INV0003769	10/19/2026	REIMBURSEMENT=GAS	001-5-002-5000	36.71
				Vendor ROXIE SJOGREN Total:	**36.71**
Vendor: RYKER AUSTIN					
RYKER AUSTIN	INV0003764	10/19/2026	YOUTH FLAG FOOTBALL OFFI...	023-5-023-4000	60.00
				Vendor RYKER AUSTIN Total:	**60.00**
Vendor: SCHINDLER ELEVATOR CORPORATION					
SCHINDLER ELEVATOR CORP...	4607612244	10/19/2026	INSPECTION/MAINTENANCE	001-5-014-4000	277.00
				Vendor SCHINDLER ELEVATOR CORPORATION Total:	**277.00**
Vendor: SHERWIN WILLIAMS MCPHERSON					
SHERWIN WILLIAMS MCPHE...	8228-9	10/19/2026	MILLWHITE PAINT	028-5-028-6000	767.27
				Vendor SHERWIN WILLIAMS MCPHERSON Total:	**767.27**
Vendor: SMOKY VALLEY TIRE SERVICE					
SMOKY VALLEY TIRE SERVICE	26871	10/19/2026	TIRE REPAIR	084-5-084-4000	24.20
				Vendor SMOKY VALLEY TIRE SERVICE Total:	**24.20**
Vendor: SODEXO, INC. & AFFILIATES					
SODEXO, INC. & AFFILIATES	233233	10/19/2026	CATERING	001-5-014-5200	555.75
				Vendor SODEXO, INC. & AFFILIATES Total:	**555.75**
Vendor: SPECTRUM CHARTER COMMUNICATIONS HOLDINGS, LLC					
SPECTRUM CHARTER COMM...	INV0003767	10/19/2026	INTERNET SERVICE	001-5-003-4000	15.01
SPECTRUM CHARTER COMM...	INV0003767	10/19/2026	INTERNET SERVICE	001-5-004-4000	15.01
				Vendor SPECTRUM CHARTER COMMUNICATIONS HOLDINGS, LLC Total:	**30.02**
Vendor: STARDUST TROPHY CO.					
STARDUST TROPHY CO.	5901	10/19/2026	AWARDS SENIOR CHAMPS	024-5-024-4000	10.50
				Vendor STARDUST TROPHY CO. Total:	**10.50**
Vendor: TANNER FAUST					
TANNER FAUST	INV0003777	10/19/2026	HP CONCRETE PATCH	001-5-002-4110	33.00
				Vendor TANNER FAUST Total:	**33.00**
Vendor: TANNER M LOHREY					
TANNER M LOHREY	INV0003766	10/19/2026	ADULT SOFTBALL OFFICIAL	023-5-023-4000	150.00
				Vendor TANNER M LOHREY Total:	**150.00**
Vendor: THE AUTOWASH & STORAGE COMPOUND					
THE AUTOWASH & STORAGE...	INV0003772	10/19/2026	FLEET WASH	001-5-002-4000	12.60
THE AUTOWASH & STORAGE...	INV0003772	10/19/2026	FLEET WASH	001-5-003-4000	12.22
THE AUTOWASH & STORAGE...	INV0003772	10/19/2026	FLEET WASH	001-5-006-4000	7.05
THE AUTOWASH & STORAGE...	INV0003772	10/19/2026	FLEET WASH	001-5-006-4000	7.42
THE AUTOWASH & STORAGE...	INV0003772	10/19/2026	FLEET WASH	001-5-007-4000	8.31
THE AUTOWASH & STORAGE...	INV0003772	10/19/2026	FLEET WASH	028-5-028-4000	5.36
THE AUTOWASH & STORAGE...	INV0003772	10/19/2026	FLEET WASH	028-5-028-4000	7.41
THE AUTOWASH & STORAGE...	INV0003772	10/19/2026	FLEET WASH	070-5-721-4000	7.41
THE AUTOWASH & STORAGE...	INV0003772	10/19/2026	FLEET WASH	070-5-721-4000	19.60
THE AUTOWASH & STORAGE...	INV0003772	10/19/2026	FLEET WASH	084-5-084-4000	7.41
				Vendor THE AUTOWASH & STORAGE COMPOUND Total:	**94.79**
Vendor: TOUCHTONE COMMUNICATIONS					
TOUCHTONE COMMUNICAT...	4044449	10/19/2026	1800 NUMBER	001-5-014-4000	32.88
TOUCHTONE COMMUNICAT...	4044449A	10/19/2026	CREDIT	001-5-014-4000	-68.51
				Vendor TOUCHTONE COMMUNICATIONS Total:	**-35.63**
Vendor: TYLER TECHNOLOGIES					
TYLER TECHNOLOGIES	025-568138	10/19/2026	UTILITY BILLING NOTIFICATI...	070-5-721-4000	6.45
TYLER TECHNOLOGIES	025-568138	10/19/2026	UTILITY BILLING NOTIFICATI...	084-5-084-4000	6.45
				Vendor TYLER TECHNOLOGIES Total:	**12.90**
Vendor: WEX BANK					
WEX BANK	115497672	10/19/2026	FUEL/DIESEL	001-5-002-5000	178.44

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WEX BANK	115497672	10/19/2026	FUEL/DIESEL	001-5-003-5000	1,020.61
WEX BANK	115497672	10/19/2026	FUEL/DIESEL	001-5-004-5000	153.17
WEX BANK	115497672	10/19/2026	FUEL/DIESEL	001-5-006-5000	349.51
WEX BANK	115497672	10/19/2026	FUEL/DIESEL - PW DIRECTOR	001-5-006-5000	31.03
WEX BANK	115497672	10/19/2026	FUEL/DIESEL	001-5-007-5000	400.49
WEX BANK	115497672	10/19/2026	FUEL/DIESEL	001-5-008-5000	34.66
WEX BANK	115497672	10/19/2026	FUEL/DIESEL	023-5-023-5000	185.99
WEX BANK	115497672	10/19/2026	FUEL/DIESEL	028-5-028-5000	434.16
WEX BANK	115497672	10/19/2026	FUEL/DIESEL - PW DIRECTOR	028-5-028-5000	31.03
WEX BANK	115497672	10/19/2026	FUEL/DIESEL	070-5-721-5000	938.36
WEX BANK	115497672	10/19/2026	FUEL/DIESEL - PW DIRECTOR	070-5-721-5000	31.04
WEX BANK	115497672	10/19/2026	FUEL/DIESEL	084-5-084-5000	691.89
WEX BANK	115497672	10/19/2026	FUEL/DIESEL - PW DIRECTOR	084-5-084-5000	31.04
				Vendor WEX BANK Total:	**4,511.42**
Vendor: XEROX FINANCIAL SERVICES					
XEROX FINANCIAL SERVICES	42888210	10/19/2026	COPIER LEASE	001-5-002-4000	305.14
XEROX FINANCIAL SERVICES	42888210	10/19/2026	COPIER LEASE	001-5-003-4000	49.88
XEROX FINANCIAL SERVICES	42888210	10/19/2026	COPIER LEASE	001-5-004-4000	25.57
XEROX FINANCIAL SERVICES	42888210	10/19/2026	COPIER LEASE	029-5-029-4000	25.57
XEROX FINANCIAL SERVICES	42888210	10/19/2026	COPIER LEASE	070-5-721-4000	69.51
XEROX FINANCIAL SERVICES	42888210	10/19/2026	COPIER LEASE	084-5-084-4000	69.51
				Vendor XEROX FINANCIAL SERVICES Total:	**545.18**
Vendor: ZEKE NICHOLS					
ZEKE NICHOLS	INV0003765	10/19/2026	YOUTH FLAG FOOTBALL OFFI...	023-5-023-4000	60.00
				Vendor ZEKE NICHOLS Total:	**60.00**
				Grand Total:	**87,440.50**

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	17,469.63
021 - INDUSTRIAL DEVEL. FUND	371.29
023 - RECREATION FUND	831.91
024 - MUNICIPAL GOLF COURSE	1,542.45
028 - SPECIAL SEWER FUND	2,107.64
029 - AMBULANCE FUND	341.42
036 - TOURISM PROMOTION FUND	938.82
070 - ELECTRIC FUND	28,612.35
078 - EQUIPMENT RESERVE FUND	5,813.94
082 - REFUSE COLLECTION FUND	25,332.57
084 - WATER FUND	4,078.48
Grand Total:	**87,440.50**

Account Summary

Account Number	Account Name	Expense Amount
001-3290	ENCUMBRANCES	1,250.00
001-5-002-4000	CONTRACT SERVICES	1,583.41
001-5-002-4102	LEGAL AND PRINTING	219.85
001-5-002-4109	COURT EXPENSES	3,998.00
001-5-002-4110	MEETING EXPENSES	283.79
001-5-002-5000	COMMODITIES	403.77
001-5-002-5105	POSTAGE	16.45
001-5-002-8100	CONTINUING EDUCATION	409.00
001-5-003-4000	CONTRACT SERVICES	238.37
001-5-003-4110	MEETING EXPENSES	421.95
001-5-003-5000	COMMODITIES	1,038.21
001-5-003-8100	CONTINUING EDUCATION	112.76
001-5-004-4000	CONTRACT SERVICES	129.82
001-5-004-5000	COMMODITIES	194.94
001-5-006-4000	CONTRACT SERVICES	632.71
001-5-006-5000	COMMODITIES	799.90
001-5-006-8100	CONTINUING EDUCATION	516.17
001-5-007-4000	CONTRACT SERVICES	329.85
001-5-007-5000	COMMODITIES	651.07
001-5-007-8100	CONTINUING EDUCATION	516.18
001-5-008-4000	CONTRACT SERVICES	169.28
001-5-008-5000	COMMODITIES	507.63
001-5-008-5105	POSTAGE	26.15
001-5-012-4000	CONTRACT SERVICES	53.05
001-5-014-4000	CONTRACT SERVICES	1,994.40
001-5-014-5000	COMMODITIES	407.72
001-5-014-5105	POSTAGE	9.45
001-5-014-5200	CATERING	555.75
021-5-021-4000	CONTRACT SERVICES	91.99
021-5-021-4110	MEETING EXPENSES	279.30
023-5-023-4000	CONTRACT SERVICES	475.00
023-5-023-5000	COMMODITIES	356.91
024-5-024-4000	CONTRACT SERVICES	1,223.45
024-5-024-4250	TOURNAMENT EXPENSES	6.96
024-5-024-5000	COMMODITIES	262.03
024-5-024-5200	CONCESSIONS	50.01
028-5-028-4000	CONTRACT SERVICES	134.77
028-5-028-5000	COMMODITIES	689.43
028-5-028-6000	CAPITAL OUTLAY	767.27
028-5-028-8100	CONTINUING EDUCATION	516.17
029-5-029-4000	CONTRACT SERVICES	341.42
036-5-036-4000	CONTRACT SERVICES	938.82
070-3290	ENCUMBRANCES	1,250.00
070-5-720-4200	PURCHASED POWER	9,582.00

Account Summary

Account Number	Account Name	Expense Amount
070-5-721-4000	CONTRACT SERVICES	4,968.64
070-5-721-5000	COMMODITIES	3,825.01
070-5-721-8100	CONTINUING EDUCATION	516.18
070-5-722-4110	MEETING EXPENSES	130.00
070-5-723-9200	CREDIT & DEBIT CARD F…	8,340.52
078-5-078-5500	Lease Pymt for Gen Govt	31.00
078-5-078-5501	Lease Pymt for Police De…	485.59
078-5-078-5502	Lease Pymt for Fire Dept	31.00
078-5-078-5503	Lease Pymt for Streets D…	204.71
078-5-078-5504	Lease Pymt for Parks De…	2,094.63
078-5-078-5509	Lease Pymt for Rec Dept	818.86
078-5-078-5511	Lease Pymt for Waste W…	235.71
078-5-078-5514	Lease Pymt for Electric	888.86
078-5-078-5516	Lease Pymt for Water D…	1,023.58
082-5-082-4000	CONTRACT SERVICES	25,332.57
084-5-084-4000	CONTRACT SERVICES	2,721.47
084-5-084-5000	COMMODITIES	840.83
084-5-084-8100	CONTINUING EDUCATION	516.18
	Grand Total:	**87,440.50**

Project Account Summary

Project Account Key		Expense Amount
None		87,440.50
	Grand Total:	**87,440.50**

Monthly Statement

Oct 3, 2026
Statement Number: **621614-100326**
Customer Number: **621614**

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

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

Combined Summary

Account	Previous Balance	Payments	Adjustments	New Charges	New Balance	Amount Due
Monthly Invoice	$5,511.09	($5,511.09)	-	$5,813.94	$5,813.94	$5,813.94

Total amount due: **$5,813.94**

Total amount due: $5,813.94

Autopay is enabled for your account—no payment is necessary

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

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

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

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

Please return bottom portion with your payment

AutoPay is enabled for your account—no payment is necessary

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

Payments Received

Date	Cust Num	Type	Reference #	Total Payment	Paid To:	Monthly Invoices	Out of Cycle Invoices	Unapplied	Lease Prepayment
2026-09-17	621614	Direct Debit	-	**($5,511.09)**		($5,511.09)	-	-	-
			Payment Totals	**($5,511.09)**		($5,511.09)	-	-	-

Statement Number: **621614-100326**
Statement Date: **2026-10-03**
Customer: CITY OF LINDSBORG, KS
Invoice#: *FBN5758128*

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

Monthly Invoices

Previous Balance	$5,511.09 +
Payments (1)	($5,511.09) -
Current Month Charges (FBN5758128)	$5,813.94 +
New balance as of 2026-10-03	$5,813.94

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

Charge Summary

Customer: **621614** Customer Vehicle ID: **Admin** Vehicle: **268VV7**[1] YMM: **2023 FORD EXPL** Driver: **David Hay** Mos in Service: **45** Term: **48**

Date	Item ID	Charge Detail		Charge	Tax	Subtotal
2026/10/01-10/31	268VV7-1026-MR	Lease Charge (Full Month): Rent	$678.14	$678.14		**$678.14**
2026/10/01-10/31	268VV7-1026-MM	Maintenance Management (Full Month): Fee	$6.00	$6.00		**$6.00**
					Vehicle Total:	**$684.14**

Customer: **621614** Customer Vehicle ID: **Admin** Vehicle: **26D6T2**[1] YMM: **2023 FORD ESCA** Driver: **Tanner Faust** Mos in Service: **41** Term: **48**

Date	Item ID	Charge Detail		Charge	Tax	Subtotal
2026/10/01-10/31	26D6T2-1026-MR	Lease Charge (Full Month): Rent	$25.00	$25.00		**$25.00**
2026/10/01-10/31	26D6T2-1026-MM	Maintenance Management (Full Month): Fee	$6.00	$6.00		**$6.00**
Customer Vehicle ID Total: **$715.14**					Vehicle Total:	**$31.00**

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

Date	Item ID	Charge Detail		Charge	Tax	Subtotal
2026/10/01-10/31	266FVM-1026-MR	Lease Charge (Full Month): Rent	$25.00	$25.00		**$25.00**
2026/10/01-10/31	266FVM-1026-MM	Maintenance Management (Full Month): Fee	$6.00	$6.00		**$6.00**
2026/09/08	266FVM-090926-MM	PART: BATTERY	$229.95	$275.85		**$275.85**
		FEE: SHOP SUPPLIES	$3.40			
		LABOR: BATTERY	$42.50			
2026/08/26	266FVM-091826-MM	PART: AIR FILTER ELEMENT	$30.80	$116.74		**$116.74**
		LABOR: CABIN AIR FILTER	$25.50			
		PART: CABIN AIR FILTER	$34.94			
		LABOR: AIR FILTER ELEMENT	$25.50			
Customer Vehicle ID Total: **$423.59**					Vehicle Total:	**$423.59**

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

Charge Summary

Customer: **621614** Customer Vehicle ID: **Fire Chief** Vehicle: **27W3KP**[1] YMM: **2023 FORD F-15** Driver: **Matt Clark** Mos in Service: **24** Term: **60**

Date	Item ID	Charge Detail		Charge	Tax	Subtotal
2026/10/01-10/31	27W3KP-1026-MR	Lease Charge (Full Month): Rent	$25.00	$25.00		**$25.00**
2026/10/01-10/31	27W3KP-1026-MM	Maintenance Management (Full Month): Fee	$6.00	$6.00		**$6.00**
Customer Vehicle ID Total: **$31.00**					Vehicle Total:	**$31.00**

Customer: **621614** Customer Vehicle ID: **Ps Director** Vehicle: **266G5Q**[1] YMM: **2023 FORD F-15** Driver: **Terry Reed** Mos in Service: **37** Term: **48**

Date	Item ID	Charge Detail		Charge	Tax	Subtotal
2026/10/01-10/31	266G5Q-1026-MR	Lease Charge (Full Month): Rent	$25.00	$25.00		**$25.00**
2026/10/01-10/31	266G5Q-1026-MM	Maintenance Management (Full Month): Fee	$6.00	$6.00		**$6.00**
Customer Vehicle ID Total: **$31.00**					Vehicle Total:	**$31.00**

Customer: **621614** Customer Vehicle ID: **Pw Director** Vehicle: **266JQ4**[1] YMM: **2023 FORD F-15** Driver: **Denny Walker** Mos in Service: **39** Term: **48**

Date	Item ID	Charge Detail		Charge	Tax	Subtotal
2026/10/01-10/31	266JQ4-1026-MR	Lease Charge (Full Month): Rent	$812.86	$812.86		**$812.86**
2026/10/01-10/31	266JQ4-1026-MM	Maintenance Management (Full Month): Fee	$6.00	$6.00		**$6.00**
Customer Vehicle ID Total: **$818.86**					Vehicle Total:	**$818.86**

Customer: **621614** Customer Vehicle ID: **Parks** Vehicle: **266JPT**[1] YMM: **2023 FORD F-15** Driver: **Noah Flores** Mos in Service: **35** Term: **48**

Date	Item ID	Charge Detail		Charge	Tax	Subtotal
2026/10/01-10/31	266JPT-1026-MR	Lease Charge (Full Month): Rent	$1,218.47	$1,218.47		**$1,218.47**
2026/10/01-10/31	266JPT-1026-MM	Maintenance Management (Full Month): Fee	$6.00	$6.00		**$6.00**
					Vehicle Total:	**$1,224.47**

Charge Summary

Customer: **621614** Customer Vehicle ID: **Parks** Vehicle: **266JRX**[1] YMM: **2023 FORD F-15** Driver: **Noah Flores** Mos in Service: **35** Term: **36**

Date	Item ID	Charge Detail		Charge	Tax	Subtotal
2026/10/01-10/31	266JRX-1026-MR	Lease Charge (Full Month): Rent	$864.16	$864.16		**$864.16**
2026/10/01-10/31	266JRX-1026-MM	Maintenance Management (Full Month): Fee	$6.00	$6.00		**$6.00**
Customer Vehicle ID Total: **$2,094.63**					Vehicle Total:	**$870.16**

Customer: **621614** Customer Vehicle ID: **Patrol** Vehicle: **266GT7**[1] YMM: **2023 FORD POLI** Driver: **Terry Reed** Mos in Service: **39** Term: **48**

Date	Item ID	Charge Detail		Charge	Tax	Subtotal
2026/10/01-10/31	266GT7-1026-MR	Lease Charge (Full Month): Rent	$25.00	$25.00		**$25.00**
2026/10/01-10/31	266GT7-1026-MM	Maintenance Management (Full Month): Fee	$6.00	$6.00		**$6.00**
Customer Vehicle ID Total: **$31.00**					Vehicle Total:	**$31.00**

Customer: **621614** Customer Vehicle ID: **Recreation** Vehicle: **266JQ3**[1] YMM: **2023 FORD F-15** Driver: **Lauren Doak** Mos in Service: **39** Term: **48**

Date	Item ID	Charge Detail		Charge	Tax	Subtotal
2026/10/01-10/31	266JQ3-1026-MR	Lease Charge (Full Month): Rent	$812.86	$812.86		**$812.86**
2026/10/01-10/31	266JQ3-1026-MM	Maintenance Management (Full Month): Fee	$6.00	$6.00		**$6.00**
Customer Vehicle ID Total: **$818.86**					Vehicle Total:	**$818.86**

Customer: **621614** Customer Vehicle ID: **Waste Water Supe** Vehicle: **27NPJW**[1] YMM: **2024 CHEV SILV** Driver: **Cutler Croomes** Mos in Service: **25** Term: **60**

Date	Item ID	Charge Detail		Charge	Tax	Subtotal
2026/10/01-10/31	27NPJW-1026-MR	Lease Charge (Full Month): Rent	$25.00	$25.00		**$25.00**
2026/10/01-10/31	27NPJW-1026-MM	Maintenance Management (Full Month): Fee	$6.00	$6.00		**$6.00**
Customer Vehicle ID Total: **$31.00**					Vehicle Total:	**$31.00**

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

Charge Summary

Customer: **621614** Customer Vehicle ID: **Water - Meter Re** Vehicle: **266JR8¹** YMM: **2023 FORD F-15** Driver: **Cutler Croomes** Mos in Service: **39** Term: **48**

Date	Item ID	Charge Detail		Charge	Tax	Subtotal
2026/10/01-10/31	266JR8-1026-MR	Lease Charge (Full Month): Rent	$812.86	$812.86		**$812.86**
2026/10/01-10/31	266JR8-1026-MM	Maintenance Management (Full Month): Fee	$6.00	$6.00		**$6.00**

Customer Vehicle ID Total: **$818.86** Vehicle Total: **$818.86**

(Subtotal) Current Charges for Customer **621614:** **$5,813.94**

(Total) Current Charges for Customer **621614:** **$5,813.94**

CITY COUNCIL

Clark Shultz
Mayor

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

STAFF

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

City Council Meeting Date: October 19, 2026

Topic: Fire Truck Lease-Purchase Agreement

Department: Finance

Staff Contact: David Hay, Finance Director

Background: The City Council approved the purchase of the new Rosenbauer fire truck in 2024 and subsequently approved payment of the chassis invoice to keep the final lease amount as low as possible. The apparatus has now been scheduled to be completed by October 26, 2026, and staff is requesting approval of a lease-purchase agreement through First Bank Kansas for the remaining balance of $326,798.00. The proposed financing carries an interest rate of 6.0% and will require annual payments of $68,800, with the first payment due October 20, 2027, one year after execution of the lease agreement.

The financing is expected to be repaid over approximately six years. Based on the proposed terms, the total repayment over the life of the lease is estimated to be approximately $398,595 including roughly $71,800 in interest. The lease-purchase structure provides a predictable annual payment schedule and maintains the City's financial flexibility.

Recommendation: A motion to approve the Lease Purchase Agreement in the amount of $326,798.00, with First Bank Kansas to finance the remaining amount due for the Rosenbauer fire truck.

Fiscal Note: Annual Payments of $68,800 for 5 years and then a final payment of $54,595.44 on 11/1/2032.

Funding Source: Fire Department Fund

REVIEW:

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

LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT is made and entered into by and between the Lessor and Lessee, with the Effective Date set forth below.

1. Definitions. For purposes of this Lease Purchase Agreement, the following terms shall have the respective meanings set forth below:

   LEASE: This Lease Purchase Agreement dated as of the Effective Date, by and between the Lessor and Lessee.

   EFFECTIVE DATE: OCTOBER 20, 2026.

   TERMINATION DATE: NOVEMBER 1, 2032.

   LESSOR: First Bank Kansas, a Kansas state-chartered bank.

   LESSEE: CITY OF LINDSBORG.

   PROPERTY: The property that is the subject of this Lease Purchase Agreement and that is described on Exhibit "A" which is attached hereto and by reference made a part hereof.

   LEASE TERM: The period beginning on the Effective Date and ending on the Termination Date, unless earlier terminated pursuant to the terms of the Lease Purchase Agreement.

   RENTAL PAYMENTS: The payments due in the amounts and upon the dates set forth on Exhibit "B" which is attached hereto and by reference made a part hereof.

   OPTION PRICE: One Dollar ($1.00), which is payable upon the Lessee exercising its Purchase Option pursuant to the terms of the Lease Purchase Agreement.

   PURCHASE PRICE: The sum of the Option Price plus all remaining Rental Payments due to be paid on the date that Lessee exercises its option to purchase the Property.

   INTEREST RATE: 6.0% per annum, which shall be the interest rate component of the Rental Payments and the interest rate assessed on any unpaid Rental Payments or other or additional advances made by Lessor and owed by Lessee.

   PROPERTY INSURANCE DEDUCTIBLE: _____.

   PUBLIC LIABILITY COVERAGE: _____.

   PUBLIC LIABILITY DEDUCTIBLE: _____.

2. Lease. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Property for the Lease Term in exchange for the Rental Payments.

3. Rental Payments. A portion of each Rental Payment is paid as and represents payment of interest, and the balance of each Rental Payment is paid as and represents payment of principal, as set forth on Exhibit "B". Each Rental Payment and any additional amounts for which Lessee becomes

obligated hereunder, which are not paid when due, shall bear interest at the Interest Rate from the date on which the Rental Payment or additional other payment becomes due until the same is paid. Lessee may prepay the Rental Payments or any portion thereof at any time, and any such prepayment shall be credited against the next Rental Payment.

4. Rent as Current Expense. Lessee's obligation to pay the Rental Payments in the amounts and on the due dates set forth on Exhibit "B" shall constitute a current expense of Lessee and shall not be construed to be a debt of Lessee in violation of any constitutional or statutory limitations concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of Lessee.

5. Purchase Option. Lessee shall have the option to purchase the Property, but only if Lessee is not in default under the Lease Purchase Agreement. Lessee may exercise its option to purchase the Property on any Rental Payment due date by paying the Purchase Price provided that Lessee shall give Lessor not less than thirty (30) days advance written notice of its intention to exercise its option to purchase.

6. Transfer of Title. During the Lease Term, title to the Property shall be vested in Lessor. Upon Lessee's exercise of the option to purchase and the payment of the Purchase Price, title to the Property shall be conveyed to and vested directly in Lessee, and Lessor shall execute and deliver to Lessee a Bill of Sale for the Property and such other and further instruments and assurances as may be reasonably necessary to transfer the Property to Lessee.

7. Maintenance and Operation. During the Lease Term, Lessee shall, at its own expense, maintain or cause to be maintained the Property in good order, condition and repair, and Lessor shall have no obligation to incur any of said expenses; provided, however, that if Lessee fails to keep the Property in good repair and operating condition, Lessor may, but shall be under no obligation to, make such repairs as are necessary and to provide for the payment thereof, and all such amounts so advanced by Lessor shall be repaid by Lessee as an additional amount for which Lessee becomes obligated hereunder, and Lessee hereby agrees to pay any such additional amount, plus interest at the Interest Rate, for which it may become obligated hereunder. Lessor, at its option, may request that Lessee enter into a maintenance contract for the Property with the vendor of the Property or otherwise.

8. Use of the Property. The parties mutually agree that Lessee, by performing the covenants and agreements herein contained, shall during the Lease Term, peaceably and quietly have, hold and enjoy the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law, or in any manner contrary to that contemplated by this Lease Purchase Agreement and the nature of the property. The Property will be used only for governmental or proprietary purposes of Lessee; therefore, the parties contemplate that the Property will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession, or acquisition of the Property is found to be subject to taxation in any form, Lessee will pay during the Lease Term all taxes and governmental charges whatsoever that may be lawfully assessed or levied against or with respect to the Property. Lessee shall keep the Property free and clear of all liens, charges, and encumbrances, except as may be approved in advance in writing by Lessor; provided, however, that nothing in this Lease Purchase Agreement shall preclude Lessee from pledging its full faith and credit to the repayment of any legally authorized general obligation bond issue of Lessee.

9. Insurance. During the Lease Term, Lessee shall maintain or cause to be maintained, at its own expense, the following policies of insurance:

   a) Insurance against loss or damage to the Property resulting from fire, lightning, vandalism, malicious mischief, and such perils ordinarily defined as "extended coverage" and other perils as Lessor and Lessee may agree. Such insurance shall during the Lease Term be in an amount not less than: (1) the full insurable value (i.e. the actual replacement cost "new") of the Property, or (2) the then current Purchase Price, whichever is more, subject to the Property Insurance Deductible, and shall contain an inflation guard endorsement.

   b) Public liability insurance against claims for bodily injury, death, or damage to property occurring upon, in, or about the Property, such insurance to provide coverage in an amount not less than the Public Liability Coverage, subject to the Public Liability Deductible.

   c) All insurance policies shall be issued by insurers of recognized responsibility, licensed or admitted to do business in the State of Kansas. All policies or certificates of insurance shall name Lessee and Lessor as named insureds. Such policies and certificates shall not be cancelled or materially changed without at least thirty (30) days prior written notice to Lessor and shall carry loss payable endorsements in favor of Lessor where applicable. Evidence of coverage satisfactory to Lessor shall be deposited with Lessor by Lessee. All premiums and charges shall be paid by Lessee, and evidence of payment of the premiums shall be delivered by Lessee to Lessor. In the event Lessee fails to maintain the insurance required, Lessor shall have the right to procure and maintain such insurance and shall charge Lessee for the cost thereof as an additional amount for which Lessee becomes obligated hereunder. Lessee may provide such insurance as part of "blanket" coverage maintained on all assets of Lessee, and with the written consent of Lessor may be a self-insurer of such risks. If the insurance proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement, Lessee shall complete the work and pay any cost in excess of the insurance proceeds.

10. Representations and Warranties of Lessee.

   a) Lessee is a municipal corporation and political subdivision duly organized and existing under the Constitution and laws of the State of Kansas. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a body corporate and politic. Lessee is a political subdivision of the State of Kansas within the meaning of Section 103 (a) of the Internal Revenue Code of 1986, as amended (the “Code”), authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to Section 103 of the Code.

   b) Lessee is authorized to enter into this Lease Purchase Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder.

   c) Lessee has been duly authorized to execute and deliver this Lease Purchase Agreement by proper action and approval of its governing body, or by other appropriate official approval, and this Lease Purchase Agreement constitutes the legal, valid, binding, and enforceable obligation of Lessee.

   d) All requirements have been met and procedures have occurred in order to ensure the enforceability of this Lease Purchase Agreement, and Lessee has complied with such public

bidding requirements as may be applicable to this Lease Purchase Agreement and the acquisition of the Property described therein.

e) There is no pending or threatened action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or public body against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefore, wherein an unfavorable decision, ruling, or finding would materially adversely affect the transactions contemplated by this Lease Purchase Agreement.

f) The execution and performance of this Lease Purchase Agreement will not violate any judgment, order, law, or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest of other encumbrance upon any assets of Lessee or on the Property.

g) During the term of this Lease Purchase Agreement, the Property will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. The Property described in the Lease Purchase Agreement will not be used directly or indirectly in any trade or business carried on by any non-exempt person (within the meaning of Section 103 of the Code).

h) The Property will have a useful life in the hands of Lessee that is substantially in excess of the Lease Term.

i) The Property is and shall remain during the Lease Term personal property and will not be or become a fixture.

j) Lessee covenants and agrees (i) that it will not perform any acts or enter into any agreement or omit to perform any act or fulfill any requirements that shall have the effect of prejudicing the tax-exempt status of interest under the Lease Purchase Agreement under such provisions of the Code, and shall execute and file IRS Form 8038-G, as required by Section 149 (e) of the Code for this financing, and (ii) that it will maintain its corporate existence under the laws of the State of Kansas and all franchises, rights, and privileges to it granted and upon it conferred, and will not do, suffer, or permit any act or thing to be done, whereby its right to transact its functions might or could be terminated or its operations and activities restricted or whereby the payment of Rental Payments might or could be hindered, delayed, or otherwise impeded. Lessee further covenants that it will use due diligence so that it will maintain its tax-exempt status under federal income tax laws and regulations.

k) Lessee is not in default under any material obligation for the payment of borrowed money for the deferred purchase price of property or for the payment of any rent under any lease agreement.

l) Under existing law and current rulings and official interpretations of law by the United States Internal Revenue Service, the interest components of the Rental Payments under the Lease Purchase Agreement are not includable in gross income for federal income tax purposes. The interest components of the Rental Payments are not an item of tax preference for purposes of the individual or corporate alternative minimum tax, except that the interest components of the Rental Payments may be subject indirectly to a corporate alternative minimum tax as pre-tax book income (adjusted current earnings for taxable years beginning after December 31, 1989). In addition, the interest components of the Rental Payments received by certain foreign

corporations may be subject to the branch profits tax under the Code. The interest components of the Rental Payments also may be subject to a tax based on the modified alternative minimum taxable income of a corporation under the Superfund Amendments and Reauthorization Act of 1986. Lessee has designated the Lease as a "qualified tax-exempt obligation" under Section 265 of the Code relating to interest deductions for banks and thrift instructions.

11. Indemnification. Lessee shall indemnify, protect, and hold harmless Lessor from and against any and all liabilities, obligations, losses, claims, and damages whatsoever, including without limitation, attorney fees and expenses, arising out of or as the result of this Lease Purchase Agreement, the ownership of the Property, or any accident in connection with the operation, use, condition, possession, storage or return of the Property.

12. Right of Inspection. Lessor and its designated representative shall have the right during regular business hours to enter into and upon the premises of Lessee to inspect the Property or for any purpose connected with Lessor's rights under this Lease Purchase Agreement.

13. Triple Net Lease. This Lease Purchase Agreement shall be deemed and construed to be a "triple net lease" in that Lessee hereby agrees that the Rental Payments provided for herein shall be an absolute net return to Lessor, and that Lessor shall not be responsible for any expenses, charges or set-offs whatsoever related to the operation, maintenance and repair of the Property.

14. Termination of Lease Term. The Lease Term will terminate upon the earliest occurrence of any of the following events:

    a) The expiration of the Lease Term;

    b) The exercise by Lessee of the option to purchase granted under Paragraph 5;

    c) A default by Lessee and Lessor's election to terminate this Lease Purchase Agreement;

    d) The payment by Lessee of all Rental Payments and all additional amounts for which Lessee may become obligated under this Lease Purchase Agreement;

    e) Upon notice of election to terminate the Lease Purchase Agreement due to an event of taxability pursuant to Paragraph 15 hereof, and the failure of Lessee to exercise its option to purchase at the next regular Rental Payment due date.

15. Non-appropriation. Lessee shall use its best efforts to include the Rental Payments for each fiscal year in its budget for such fiscal year and further shall make the necessary appropriations for all such Rental Payments. In the event sufficient funds are not budgeted and appropriated by Lessee for any fiscal year to provide for the Rental Payments required hereunder or any other obligation of Lessee, then Lessee shall terminate this Lease Purchase Agreement by providing thirty (30) days written notice to Lessor of Lessee's intent to terminate. In such event, the Lessee shall not be obligated to make the Rental Payments beyond the end of the period for which Lessee has budgeted. Lessee shall surrender the Property to Lessor on the last day for which Rental Payments have been made. Upon such early cancellation, Lessee may not thereafter acquire functionally similar property for the full original Lease Term. If funds are made available to Lessee after such early cancellation for property which will perform services and function in full or in part the same as the Property, Lessee agrees to purchase, lease or otherwise acquire such property from Lessor.

The non-payment of any Rental Payment pursuant to this paragraph shall not constitute a default under this Lease Purchase Agreement.

16. Occurrence of an Event of Taxability. Lessor and Lessee contemplate that the interest component of the Rental Payments paid by Lessee will not be included in Lessor's gross income for purposes of federal income taxation. In the event that Lessee or Lessor are advised that the interest component of the Rental Payments is or has become includable in Lessor's gross income for purposes of federal income taxation, Lessor (or its assigns) may elect in writing to terminate this Lease Purchase Agreement at the next regular Rental Payment due date, subject only to Lessee's option to purchase as granted in Paragraph 5 of this Lease Purchase Agreement .

17. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROPERTY. In no event shall Lessor be liable for incidental, indirect, special or consequential damages in connection with or arising out of this Lease Purchase Agreement or the existence, furnishing, functioning of Lessee's use of any item or products or services provided for in this Lease Purchase Agreement. Lessor hereby irrevocably appoints Lessee as its agent and attorney-in-fact during the Lease Term, and so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Property, which Lessor may have against the vendor of the Property. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the vendor of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Lease Purchase Agreement and its right to receive full and timely Rental Payments hereunder. Lessee expressly acknowledges that Lessor makes and has made no representation or warranties whatsoever as to the existence or availability of such warranties by the vendor of the Property.

18. Assignment. Neither this Lease Purchase Agreement nor any interest of Lessee herein shall be mortgaged, pledged, assigned or transferred by Lessee, without the prior written consent of Lessor. Lessee shall at all times remain liable for the performance of the Lease Purchase Agreement, notwithstanding any assigning, transferring or subletting which may be made. In no event shall Lessee sublease or permit the use of all or any part of the Property so as to cause the interest component of the Rental Payments to become includable in Lessor's gross income for computation of federal income taxation, without the prior written consent of Lessor. Lessor shall have the right to assign its interest in this Lease Purchase Agreement and the Rental Payments to another party, and Lessee agrees to execute any and all documents necessary and proper in connection therewith.

19. Default by Lessee. If: (i) Lessee fails to pay any Rental Payment or other payment within fifteen (15) days from the date it is due and payable; (ii) Lessee fails to observe and perform any other term, covenant, or condition contained herein for a period of thirty (30) days after written notice thereof from Lessor to Lessee; (iii) Lessee abandons the Property; or (iv) Lessee's interest in this Lease Purchase Agreement or any part thereof is assigned or transferred without the written consent of the Lessor, then Lessee shall be deemed to be in default hereunder. If Lessee is in default, Lessor shall have the right, at its option, and without any further demand or notice:

    a) to terminate this Lease Purchase Agreement and to take possession of the Property, using all necessary force to do so, and sell the Property;

b) to take possession of the Property and without terminating this Lease Purchase Agreement re-let the Property upon such terms and conditions as Lessor may deem advisable, in which event the rents received on such re-letting shall be applied first to the expense of re-letting and collection, including any necessary renovation and alteration of the Property, reasonable attorney's fees and costs of suit in equity or action at law to enforce the terms and conditions of this Lease Purchase Agreement, and thereafter toward payment of all sums due or to become due Lessor hereunder. If a sufficient sum shall not be thus realized to pay such sums and other charges, Lessee shall remain liable for and will pay Lessor any cumulative net deficiency.

The foregoing remedies of Lessor are in addition to and not exclusive of any other remedy of Lessor. Any repossession of the Property shall be allowed by Lessee without hindrance.

20. Miscellaneous. This Agreement may be amended, modified or supplemented only by the written agreement of all parties hereto. The waiver or failure to insist upon strict compliance with any obligation, representation, warranty, agreement or condition hereunder shall not operate as a waiver of any subsequent non-compliance. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. This Agreement embodies the entire agreement and understanding of the parties. This Agreement supersedes all prior discussions, negotiations, agreements and understandings between the parties. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. This Lease Purchase Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but which together shall constitute one original.

21. Statutory Disclosures. Pursuant to K.S.A 10-1116c, the parties acknowledge and agree as follows:

a) The capital cost to purchase the Equipment, if paid for by cash, is 326,798.00.

b) The annual average effective interest cost under the Payment Schedule is 6.0%.

c) The amount included in payments for service, maintenance, insurance or other charges, exclusive of capital and interest cost, is as follows:

i.	Service:	$0.00
ii.	Maintenance:	$0.00
iii.	Insurance:	$0.00
iv.	Other Charges:	$0.00

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

"LESSEE"

CITY OF LINDSBORG

BY:_____
Name: _____
Title: _____

(Seal)
ATTEST:

BY: _____
Name: _____
Title: _____

"LESSOR"

FIRST BANK KANSAS,
A Kansas state-chartered bank

BY:_____
Name: _____
Title: _____

STATE OF KANSAS)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 20____, by _____, on behalf of Lessee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

_____
Notary Public

My Appointment Expires:

STATE OF KANSAS)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 20____, by _____, on behalf of Lessor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

_____
Notary Public

My Appointment Expires:

EXHIBIT A

2026 Rosenbauer Motors 40M6000, VIN 54F2FBCKXTWM14326, Engine Serial 99687670

EXHIBIT B

CUSTOMER NAME: CITY OF LINDSBORG
PRINCIPAL AMOUNT: $ 326,798.00
LEASE DATE: 10/20/2026
INTEREST RATE: 6.00%
PAYMENT AMOUNT: $ 68,800.00
NUMBER OF PAYMENTS: 6

DATE	PAYMENT NUMBER	INTEREST	PRINCIPAL	TOTAL PAYMENT	BALANCE
ORIGINAL BALANCE					$ 326,798.00
11/1/2027	1	$ 20,533.81	$ 48,266.19	$ 68,800.00	$ 278,531.81
11/1/2028	2	$ 16,990.44	$ 51,809.56	$ 68,800.00	$ 226,722.25
11/1/2029	3	$ 13,792.27	$ 55,007.73	$ 68,800.00	$ 171,714.52
11/1/2030	4	$ 10,445.97	$ 58,354.03	$ 68,800.00	$ 113,360.49
11/1/2031	5	$ 6,896.10	$ 61,903.90	$ 68,800.00	$ 51,456.59
11/1/2032	6	$ 3,138.85	$ 51,456.59	$ 54,595.44	$ -
TOTALS		$ 71,797.44	$ 326,798.00	$ 398,595.44	

CITY COUNCIL

Clark Shultz
Mayor

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

STAFF

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

City Council Meeting Date: October 19, 2026

Topic: Amendment: LFD Honorarium Policy

Department: Administration/Public Safety

Staff Contact: Tanner Faust, City Administrator

Background: The City's existing Fire Department Honorarium Policy establishes a run reimbursement system and a service honorarium that provides fixed compensation based on years of service. The proposed amendment adds a new section identifying stipend positions within the volunteer fire department, including the Fire Chief, Deputy Chief, Secretary, Reporting Officer, and two new Maintenance positions. The Maintenance positions will be responsible for routine inspections and maintenance of fire trucks, equipment, and generators located at the Public Safety Center.

The addition of the Maintenance positions is intended to provide greater consistency and accountability for preventative maintenance of critical fire department equipment. Investing in routine inspections and maintenance is expected to help identify issues before they result in larger, more costly repairs and provide greater assurance that vehicles and equipment are maintained in operational condition.

Recommendation: A motion to amend the Fire Honorarium Policy to formally incorporate existing stipend positions and add two maintenance stipend positions.

Fiscal Note: $6,000 total annual cost, with $3,000 reimbursed by Rural Fire contingent upon approval of the following agenda item.

Funding Source: Fire Department Fund

REVIEW:

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

LINDSBORG
KANSAS

Fire Service Honorarium Policy

Run Reimbursement System

Each active firefighter member currently receives a run fee for every fire run and/or training meeting that they attend. The run/training fee is based upon the certified skill level of the firefighter per run/meeting.

- Basic (Uncertified) Firefighter - $20 per run/meeting
- Firefighter 1 - $25 per run/meeting
- Firefighter II - $30 per run/meeting

"Extra" calls will be paid out at the firefighter's certified skills level. "Extra" calls are defined as, but not limited to:

- EMS/PO calls where firefighters are requested but cancelled before arriving on scene.
- Parades or public relation type events
- Co2/Smoke alarm call outs
- Extended calls that last over 2 hours. For each 2 hour increment a firefighter is on a call, the firefighter will receive compensation based on their certified skills level. (i.e. an uncertified firefighter is on a call that lasts almost 4 hours. The firefighter will receive $20 for the first 2 hours, and $20 for the second 2-hour increment).
- Any unspecified event not listed above but approved by the City Administrator or Director of Public Safety.

Active volunteer service is defined as a minimum of responding to 40% of the fire calls and attendance at 40% of the training and meetings. Years of active volunteer service prior to 2008 will be grandfathered into the years of total active volunteer service to the Lindsborg Volunteer Fire Department.

Payment of the fire run reimbursement and years of volunteer service will be made annually in December.

Stipends

The City may provide stipends to active members of the Lindsborg Volunteer Fire Department who are assigned additional duties or responsibilities beyond those normally expected of a volunteer firefighter. Receipt of a stipend does not affect a firefighter's eligibility for run/training reimbursement or the Service Honorarium provided elsewhere in this policy.

- Fire Chief ($6,300)
- Deputy Chief ($1,000)
- Secretary ($550)
- Reporting Officer ($650)
- Maintenance ($3,000)
- Maintenance ($3,000)

DRAFT

Service Honorarium

Each Lindsborg Volunteer Firefighter that stays active with the Lindsborg Volunteer Fire Department over a period of time will receive a service honorarium. This service honorarium will be paid in December of each year. Service months do not have to be consecutive, but must total the amount required.

Active volunteer service is defined as a minimum of responding to 40% of the fire calls and attendance at 40% of the trainings and meetings.

After one (1) year of service or more accurately 12 active months, a Lindsborg Volunteer Firefighter will receive $8.33 for each month they are active with the service beginning in January and ending in December. The 12 months do not have to be consecutive but must total the minimum of 12 months. The maximum will total $100.00.

After two (2) years or more accurately 24 active months of service a Lindsborg Volunteer Firefighter will receive $18.33 for each month they are active with the service beginning in January and ending in December. The 24 months do not have to be consecutive but must total the minimum of 24 months. The maximum will total $220.00.

After five (5) years or more accurately 60 active months of service a Lindsborg Volunteer Firefighter will receive $23.33 for each month they are active with the service beginning in January and ending in December. The maximum will total $280.00.

After ten (10) years or more accurately 120 active months of service a Lindsborg Volunteer Firefighter will receive $28.33 for each month they are active with the service beginning in January and ending in December. The maximum will total $340.00.

After fifteen (15) years or more accurately 180 active months of service A Lindsborg Volunteer Firefighter will receive $33.33 for each month they are active with the service beginning in January and ending in December. The maximum will total $400.00.

After twenty (20) years or more accurately 240 active months of service a Lindsborg Volunteer Firefighter will receive $58.33 for each month they are active with the service beginning in January and ending in December. The maximum will total $700.00.

Adopted on this 19th day of October 2026, by the Governing Body of the City of Lindsborg.

_____

Clark Shultz, Mayor

ATTEST:

_____

Roxie Sjogren, MMC

City Clerk

DRAFT

LFD Truck Check List

Truck: ***301***

Date: _____

(1

Engine and Pump

Oil Level: _____
Coolant Level: _____
Transmission Fluid Level: _____
Battery Charge Status: _____
Fuel Amount: _____
Run Time: _____
Drive Time: _____
Pump Run Time: _____

Generator

Fuel Level: _____
Oil Level: _____
Run Time: _____

Water Tank

Fill Level: _____

SCBA

#1 SCBA Bottle Level: _____
#2 SCBA Bottle Level: _____
#3 SCBA Bottle Level: _____
#4 SCBA Bottle Level: _____
#5 SCBA Bottle Level: _____
Spare Bottle Levels: _____
PASS Devices Activated: _____
Battery Check: _____
SCBA Cleanliness: _____
SCBA In Working Order: _____

Tire PSI

Drivers Front: _____
Passenger Front: _____
Drivers Inside Dual: _____
Drivers Outside Dual _____
Passenger Inside Dual: _____
Passenger Outside Dual: _____
Tire Appearance: _____

Lights

Headlights: _____
Tail & Break Lights: _____
Turn Signals: _____
Spot/Flood Lights: _____
Hand Lights: _____
Emergency Lights: _____

Radios

Mobile Radio Check: _____
Headsets: _____
Portable Radios Charged: _____

Flashlights and TIC

3 Cab Lights Charged: _____
3 Cab Lights Run Time: _____
4 Light Boxes Charged: _____
4 Light Boxes Run Time: _____
TIC Charged _____
TIC Run Time: _____

Chain Saw

Fuel Level: _____
Oil Level: _____
Run Time: _____

K12 Saw

Fuel Level: _____
Oil Level: _____
Run Time: _____

QRAE Gas Detector

Working Order: _____

Other Equipment

All Equipment Stored Correctly: _____
Truck Cleanliness: _____

Duty Team Signature: _____

Truck: *302* **Date: _____**

Engine and Pump

Oil Level:_____
Coolant Level: _____
Transmission Fluid Level: _____
Battery Charge Status: _____
Fuel Amount: _____
Run Time: _____
Drive Time: _____
Pump Run Time: _____

Generator

Fuel Level: _____
Oil Level: _____
Run Time: _____

Water Tank

Fill Level: _____

Tire PSI

Drivers Front: _____
Passenger Front: _____
Drivers Inside Dual: _____
Drivers Outside Dual _____
Passenger Inside Dual: _____
Passenger Outside Dual: _____
Tire Appearance: _____

Lights

Headlights: ___ _
Tail & Break Lights: _____
Turn Signals: _____
Spot/Flood Lights: _____
Hand Lights: _____
Emergency Lights: _____

Radios

Mobile Radio Check: _____
Headsets: _____

SCBA

#1 SCBA Bottle Level: _____
#2 SCBA Bottle Level: _____
#3 SCBA Bottle Level: _____
#4 SCBA Bottle Level: _____
#5 SCBA Bottle Level: _____
Spare Bottle Levels: _____
PASS Devices Activated: _____
Battery Check: _____
SCBA Cleanliness: _____
SCBA In Working Order: _____

Other Equipment

All Equipment Stored Correctly: ____
Truck Cleanliness: _____

Duty Team Signature: _____

LFD Truck Check List

Truck: **Date:** _ _ _ _

Generator

Oil Level: _ _ _ _ _
Coolant Level: _ _ _ _ _
Battery Charge Status: _ _ _ _ _
Run Time: _ _ _ _ _ _ _ _
Gauge Check: _ _ _ _ _

Air Compressor

Oil Level: _ _ _ _
Air Pressure: _ _ _ _
Drain Water in Tank: _____

Duty Team Signature: _____

LFD Truck Check List

Truck: ***R8*** **Date:** _____

Engine and Pump

Oil Level: _____
Coolant Level: _ _ _ _
Transmission Fluid Level: _ _ _ _
Battery Water Level: _ _ _ _
Battery Charge Status: _ _ _ _
Fuel Amount: _ _ _ _
Run Time: _ _ _ _
Drive Time: _____

Generator

Fuel Level: _ _ _ _
Oil Level: _____
Run Time: _____

Water Tank

Fill Level: _____

Truck Pump

Run Time: _____

Tire PSI

Drivers Front: _ _ _ _
Passenger Front: _ _ _ _
Drivers Inside Dual: _ _ _ _
Drivers Outside Dual _ _ _ _
Passenger Inside Dual: _ _ _ _
Passenger Outside Dual: _ _ _ _
Tire Appearance: _ _ _ _

Vent Fan

Fuel Level: _ _ _ _
Oil Level: _ _ _ _
Run Time: _____

Chain Saw

Fuel Level: _ _ _ _
Oil Level: _ _ _ _
Run Time: _____

Lights

Headlights: _ _
Tail & Break Lights: _ _ _ _
Turn Signals: _ _ _ _
Spot/Flood Lights: _ _ _ _
Hand Lights: _ _ _ _
Emergency Lights: _ _ _ _

Radios

Mobile Radio Check: _ _ _ _
Headsets: _ _ _ _
Portable Radios: _____

Flashlights

Run Time: .....
Charge Status: _ _ _ _

SCBA

#1 SCBA Bottle Level: _ _ _ _
#2 SCBA Bottle Level: _ _ _ _
#3 SCBA Bottle Level: _ _ _ _
#4 SCBA Bottle Level: _ _ _ _
#5 SCBA Bottle Level: _ _ _ _
Spare Bottle Levels: _ _ _ _
PASS Devices Activated: _ _ _ _
Battery Check: _ _ _ _
SCBA Cleanliness: _ _ _ _
SCBA In Working Order: _ _ _ _

Jaws Of Life

Power Pump Fuel Level: _ _ _ _
Power Pump Oil Level: _ _ _ _
Power Pump Run Time: _ _ _ _
Jaws in Working Order: _ _ _ _

Other Equipment

All Equipment Stored Correctly: _ _ _ _
Truck Cleanliness: _____

Duty Team Signature: _____

LFD Truck Check List

Truck: *801*

Date: _____

Engine and Pump

Oil Level: _____
Coolant Level: _____
Transmission Fluid Level: _____
Battery Charge Status: _____
Truck Fuel Level: _____
Pump Fuel Level: _____
Pump Oil Level: _____
Run Time: _____
Drive Time: _____
Pump Run Time: _____

Water Tank

Fill Level: _____

Tires

Drivers Front PSI: _____
Passenger Front PSI: _____
Drivers Rear PSI: _____
Passenger Rear PSI: _____
Tire Appearance: _____

Lights

Headlights: ___ _
Tail & Break Lights: _____
Turn Signals: _____
Hand Lights: _____
Emergency Lights: _____

Radios

Mobile Radio Check: _____

Foam

Foam Tank Level _____

Other Equipment

All Equipment Stored Correctly: _____
Truck Cleanliness: _____

Duty Team Signature: _____

LFD Truck Check List

Truck: ***802***

Date: _ _ _ _

Engine and Pump

Oil Level:_____
Coolant Level: _ _ _ _
Transmission Fluid Level: _ _ _ _
Battery Charge Status: _ _ _ _
Truck Fuel Level: _ _ _ _
Pump Fuel Level: _ _ _ _
Pump Oil Level: _ _ _ _
Run Time: _ _ _ _
Drive Time: _ _ _ _
Pump Run Time: _ _ _ _

Water Tank

Fill Level: _____

Tires

Drivers Front PSI: _ _ _ _
Passenger Front PSI: _ _ _ _
Drivers Inside Dual PSI: _ _ _ _
Drivers Outside Dual PSI: _ _ _ _
Passenger Inside Dual PSI: _ _ _ _
Passenger Outside Dual PSI: _ _ _ _
Tire Appearance: _ _ _ _

Lights

Headlights: __ _
Tail & Break Lights: _ _ _ _
Turn Signals: _ _ _ _
Hand Lights: _ _ _ _
Emergency Lights: _ _ _ _

Radios

Mobile Radio Check: _____

Foam

Foam Tank Level _____

Chain Saw

Fuel Level: .....
Oil Level: _ _ _ _
Run Time: _____

Generator

Fuel Level: _ _ _ _
Oil Level: _ _ _ _
Run Time: _____

Other Equipment

All Equipment Stored Correctly: _ _ _ _
Truck Cleanliness: _____

Duty Team Signature: _____

Truck: ***803***

Date: _____

Engine and Pump

Oil Level:_____
Coolant Level: _____
Transmission Fluid Level: _____
Battery Charge Status: _____
Truck Fuel Level: _____
Run Time: _____
Drive Time: _____
Pump Run Time: _____

Lights

Headlights: __ _
Tail & Break Lights: _____
Turn Signals: _____
Hand Lights: _____
Emergency Lights: _____

Radios

Mobile Radio Check: _____

Water Tank

Fill Level: _____

Other Equipment

All Equipment Stored Correctly: ____
Truck Cleanliness: _____

Tires

Drivers Front PSI: _____
Passenger Front PSI: _____
Drivers Front Inside Dual PSI: _____
Drivers Front Outside Dual PSI: _____
Passenger Front Inside Dual PSI: _____
Passenger Front Outside Dual PSI: _____
Drivers Back Inside Dual PSI: _____
Drivers Back Outside Dual PSI: _____
Passengers Back Inside Dual PSI: _____
Passengers Back Outside Dual PSI: _____
Tire Appearance: _____

Duty Team Signature: _____

LFD Truck Check List

Truck: ***804***

Date: _____

Engine and Pump

Oil Level:_____
Coolant Level: _____
Transmission Fluid Level: _____
Battery Charge Status: _____
Truck Fuel Level: _____
Pump Fuel Level: _____
Pump Oil Level: _____
Run Time: _____
Drive Time: _____
Pump Run Time: _____

Water Tank

Fill Level: _____

Tires

Drivers Front PSI: _____
Passenger Front PSI: _____
Drivers Rear PSI: _____
Passenger Rear PSI: _____
Tire Appearance: _____

Lights

Headlights: ___ _
Tail & Break Lights: _____
Turn Signals: _____
Hand Lights: _____
Emergency Lights: _____

Radios

Mobile Radio Check: _____

Foam

Foam Tank Level _____

Pump Primer

Primer Oil Level: _____

Other Equipment

All Equipment Stored Correctly: ____
Truck Cleanliness: _____

Duty Team Signature: _____

LFD Truck Check List

Truck: ***805***

Date: _ _ _ _

Engine and Pump

Oil Level:_____
Coolant Level: _ _ _ _
Transmission Fluid Level: _ _ _ _
Battery Charge Status: _ _ _ _
Truck Fuel Level: _ _ _ _
Run Time: _ _ _ _
Drive Time: _____

Tires

Drivers Front PSI: _ _ _ _
Passenger Front PSI: _ _ _ _
Drivers Rear PSI: _ _ _ _
Passenger Rear PSI: _ _ _ _
Tire Appearance: _ _ _ _

Lights

Headlights: __ _
Tail & Break Lights: _ _ _ _
Turn Signals: _ _ _ _
Hand Lights: _ _ _ _
Emergency Lights: _ _ _ _

Other Equipment

All Equipment Stored Correctly: _ _ _ _
Truck Cleanliness: _____

Arctic Cat

Battery Level: _ _ _ _
Run Time: _ _ _ _
Drive Time: _ _ _ _
Drivers Front PSI: _ _ _ _
Passenger Front PSI: _ _ _ _
Drivers Rear PSI: _ _ _ _
Passenger Rear PSI: _ _ _ _
Emergency Lights: _ _ _ _

Duty Team Signature: _____

CITY COUNCIL

Clark Shultz
Mayor

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

STAFF

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

City Council Meeting Date: October 19, 2026

Topic: Rural Fire Agreement

Department: Finance

Staff Contact: David Hay, Finance Director

Background: The agreement between the City of Lindsborg and Rural Fire District No. 8 is reviewed and updated annually. This agreement states that the City provides services and vehicle storage for the rural fire district, as well as the payment to volunteer firefighters for rural fire runs. In return, the rural fire district pays a fee to the City for these services plus a set amount for the fire runs.

Proposed in the 2027 agreement is a three percent (3%) increase in the fee for City-provided services and vehicle storage.

New to the agreement: $3,000 per year to fund a stipend for a City firefighter designated to inspect and maintain all vehicles owned by Rural Fire District No 8.

This agreement will be approved by the Rural Fire District No. 8 at their October 27, 2026 meeting.

Recommendation: A motion to approve the 2027 Rural Fire Agreement between the City of Lindsborg and Rural Fire District No. 8.

Fiscal Note: $27,615 in income is budgeted in the 2027 operating budget that was approved by City Council during the Sept 8, 2026, City Council Meeting

Funding Source: No funding source; revenue will be received by Rural Fire District No. 8.

REVIEW:

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

2027

City of Lindsborg and Rural Fire District No. 8

AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2026, by and between the City of Lindsborg, Kansas, hereinafter referred to as City, and Rural Fire District No. 8, McPherson County, Kansas, hereinafter referred to as Rural Fire District No. 8.

WITNESSETH:

WHEREAS Ordinance No. 3375 of the City of Lindsborg, Kansas was approved by the governing body of said City on June 6, 1988, and became effective June 9, 1988, which ordinance authorized the City to furnish personnel to provide fire fighting services to Rural Fire District No. 8 in accordance with the terms of said ordinance, the provisions of which are made a part hereof by reference.

WHEREAS Ordinance No. 3375 authorized the Mayor and City Clerk of the City to enter into a contract with Rural Fire District No. 8.

NOW, THEREFORE, it is mutually agreed between the Parties hereto as follows:

1. The City shall provide service described within this agreement in consideration of payment by Rural Fire District No. 8 of this following described sums for each calendar year:

   a. A total of $10,315.00 annually, to offset the cost of maintaining plectrons, pagers, repeaters, fire whistles and other communication equipment, including emergency telephone services for the Lindsborg Volunteer Fire Department; and Vehicle storage; and Utility, telephone, gas, and light expenses; and

   b. $17,300.00 per year, plus $180 for each fire run made in excess of 40; and

   c. $3,000 per year to fund a stipend for designees appointed by the fire chief to inspect and maintain all vehicles owned by Rural Fire District No 8.

   d. All payments required hereunder shall be made on April 30, July 31, October 31 and December 31 of each calendar year.

2. The City, through the Lindsborg Volunteer Fire Department, shall furnish personnel and equipment under the following conditions:

   a. Personnel. The City shall furnish personnel to operate equipment owned by Rural Fire District No. 8 when the Fire Chief, or other person in charge at the time, determines that road, weather, personnel, and equipment conditions at the time permit.

   b. Equipment. The City shall allow City-owned fire equipment to be used in Rural Fire District No. 8 territory in case of emergency when the Fire Chief, or other person in charge at the time, determines that road, weather, personnel, and equipment conditions at the time permit.

   c. Liability. The City shall not be liable for the failure to attend a fire in Rural Fire District No. 8 territory. The Lindsborg Volunteer Fire Department shall, however, make a reasonable effort, under all the circumstances, to attend fires in said territory when called upon to do so. The Fire Chief, or other person in charge at the time, shall have the right in every case to determine whether the City can spare any portion of its fire equipment or personnel at any given time.

3. The City shall be responsible for garaging equipment owned by the Rural Fire District No. 8 in its facilities. Rural Fire District No. 8 shall plan future equipment acquisitions in conjunction with the City in order to assure adequate garaging facilities.

4. The cost of acquiring, maintaining and operating equipment owned by Rural Fire District No. 8 shall be their responsibility and the City shall not be liable for any of these costs, however, the City shall make every effort to implement and conduct a servicing program for the rural fire district equipment. The City shall not be liable for any damages to the equipment caused by improper servicing.

5. The City has the right to use the equipment owned by Rural Fire District No. 8 in the event of an emergency within the City limits. The Fire Chief or the fire department member in charge will determine whether this equipment should be used during a particular event.

6. Both the parties agree to review and revise this agreement, as needed, no later than November 1 of the year preceding the year covered in this agreement.

7. Either party hereto shall have the right to terminate this agreement upon ninety

days' written notice to the other and shall be liable only for the sums due hereunder to the date of termination.

Executed the day and year first above written.

Attest: CITY OF LINDSBORG, KANSAS

_____ by_____

City Clerk Mayor

Attest: RURAL FIRE DISTRICT NO. 8
McPherson County, Kansas

_____ by_____

Secretary Director

CITY COUNCIL

Clark Shultz
Mayor

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

STAFF

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

City Council Meeting Date: October 19, 2026

Topic: CDBG Housing Rehabilitation: Grant Documents

Department: Administration/ Community Development

Staff Contact: Tanner Faust, City Administrator

Background: The Kansas Department of Commerce recently notified staff that the City of Lindsborg had been awarded $300,000 in CDBG Housing Rehabilitation funding. With the public announcement made by the Department of Commerce, the City may proceed with execution of the required grant documents. The grant agreement is included in the Council packet for review.

Council first discussed the program during a study session on September 2, 2025, facilitated by South Central Kansas Economic Development District (SCKEDD). Council's next formal action occurred on March 2, 2026, with a public hearing and the adoption of Resolution No. 05-2026, which authorized the City's application for CDBG funding. As part of the application process, the City also held a town hall meeting at the Sundstrom Conference Center, which helped generate more than two dozen pre-applications from interested property owners.

Grant funds will now be distributed to eligible homeowners who meet established program requirements and may also be utilized for housing rehabilitation and demolition (under qualifying circumstances). The next step will be to formalize an application review and scoring process to determine funding priorities. The scoring system is anticipated to consider factors including prior submission of a pre-application, household income, property needs, program eligibility, and other relevant criteria.

Recommendation: A motion to approve the ordinance amending Section 4-46 of Lindsborg Municipal Code relating to disqualifications for cereal malt beverage licensure.

Fiscal Note: $300,000 from the Department of Commerce, $32,500 from KWAP (Kansas Weatherization Assistance Program) and Landlord Contribution, $4,000 Previously Allocated for the Environmental Review

Funding Source: Kansas Department of Commerce

REVIEW:

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

STATE OF KANSAS
DEPARTMENT OF COMMERCE
GRANT AGREEMENT NO. **26-HR-003**

City of Lindsborg

I. Grant Agreement

A. This Grant Agreement (the "Agreement)" is between the State of Kansas, Department of Commerce (the "Department") and the **City of Lindsborg,** Kansas, (the "Grantee"). The following documents are hereby incorporated by reference into this Agreement: 1.) Award/Condition Letter dated **SEPTEMBER 17, 2026** (as Grantee's Approved Application Notification), 2.) Federal Conditions (contained herein), and 3.) the Grantee Handbook.

II. Authority

A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title I of the Federal Housing and Community Development Act of 1974, as amended, 42 USC 5301 et. seq., (the "the Federal Act"). As provided in the Federal Act, the State of Kansas, through the Department, has elected to administer the Community Development Block Grants federal program.

B. The Department, in accordance with the provisions of K.S.A. 74-5001 et. seq., has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee's Community Development project as described in the Approved Project Application (the "Project").

C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.

D. Federal Program – Community Development Block Grant Cluster (CDBG) (CFDA No. 14.228).

III. Description of Activities

The Grantee agrees to complete the Project or cause to be performed, the work required to complete the Project.

IV. Period of Performance

The period of performance for all activities assisted by this Agreement shall commence on **NOVEMBER 1, 2026**, (the "Commencement Date") and shall be complete on **OCTOBER 31, 2028** (the "Completion Date") except those activities required for close-out and final audit.

V. Compensation

A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Department shall provide the Grantee an amount not to exceed **$300,000** in Community Development Block Grant funds (the "Grant Funds'). The Grantee shall use the Grant Funds for the Project in accordance with the activities listed and budgeted in the Approved Project Application and the Contract Project Budget Form.

B. In addition, the Grantee shall provide **$36,500** in other sources of funds to the Project (the "Matching Funds") and such funds shall be used by the Grantee in accordance with the activities and budget on the Approved Project Application.

C. Any additional funds required to complete the Project set forth in this Agreement that exceed the Grant Funds amount will be the sole responsibility of the Grantee.

D. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Department may terminate or amend this Agreement and will not be obligated to pay the Grantee from state revenues.

E. It is hereby agreed that the Grant Funds committed to be provided by the Department are conditioned upon the availability and use of the Matching Funds. In the event any portion of the Matching Funds required to be provided by the Grantee pursuant to subsection (B) of this section are not made available or are not used for activities as listed and budgeted, the Department may, in its discretion, withdraw or reduce proportionately the Grant Funds to be provided to the Grantee.

F. The Grantee shall not anticipate future funding from the Department beyond the terms of this Agreement and in no event shall this Agreement be construed as a commitment by the Department to expend funds beyond the Completion Date.

VI. Indemnification

The Grantee shall indemnify, defend, and hold harmless the State of Kansas and its officers and employees from any liabilities, claims, suits, judgments, and damages arising because of the performance of the obligations under this Agreement by the Grantee or any subgrantee, contractor, subcontractor, or person. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement.

VII. Obligations of Grantee

A. All the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractors) under the direct supervision of the Grantee and in accordance with the Federal Act. Any contracts entered into by the Grantee and other third parties to complete the Project may be made subject to approval by the Department.

B. Except as may otherwise be provided in the Federal Conditions, the Grantee may subgrant, contract, or subcontract any of the work or services covered by this Agreement.

C. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any of the Project being funded under this Agreement.

D. The Grantee shall require any third party to comply with all federal requirements as described in the Federal Conditions, and any other applicable federal and state requirements necessary to ensure that the Project is carried out and completed in accordance with this Agreement and the Federal Act.

E. The Grantee shall comply with all timelines for completion of Grantee's Environmental Review and contracting responsibilities as established by the Department in the Condition Letter.

VIII. Program Costs

A. The Grantee may only incur Project costs that are reasonable and necessary and are allowable under the Department's procedures as described in the Grantee Handbook (the "Department's Procedures") and under 2 CFR Part 200. Any Project costs not specifically authorized in the Approved Project Application may only be incurred after receiving written approval by the Department.

B. Matching Funds must adhere to the criteria as described in the Department's Procedures.

C. The total "CDBG Funds" expended for "Administration" shown in the Contract Project Budget Form shall not exceed the approved amount unless amended by all parties to this Agreement.

D. The Grantee shall not incur costs associated with the Project until the Environmental Review has been completed and the Department has issued the "Notice of Release of Funds."

E. Any activities performed by the Grantee in relation to the Project in the period between notification of award and the Commencement Date shall be performed at the sole risk of the Grantee. In the event this Agreement should not become effective, the Department shall be under no obligation to pay the Grantee for any costs incurred or monies spent in connection with the Project, or to otherwise pay for any Project costs incurred during such period. However, upon execution of this Agreement, Project costs incurred during the period of performance shall be reimbursed in accordance with the terms and conditions of this Agreement.

F. The Grant Award may not, without advance written approval by the Department, be obligated after the Completion Date except for those activities required for close-out. Obligations incurred prior to and still outstanding as of the Completion Date shall be liquidated within ninety (90) days.

G. The Department may review all Project costs incurred by the Grantee and all payments made at any time during the period of performance under this Agreement, and upon receipt of the progress and financial reports, Final Program Report or Final Audit Report. Upon such review the Department shall disallow any items of expense which are not determined to be allowable or are not described in the Approved Project Application and shall inform the Grantee of any such disallowance.

H. If the Department disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Department may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Grantee refund the amount of the disallowed costs.

IX. Requisition of Grant Funds

A. Requisitions for cash advances shall be made on the established forms and shall not ordinarily be made more frequently than once a week or in amounts less than $3,000 and in no more than $200,000. Requisitions greater than $200,000 must be pre-approved by the Department.

B. The Grantee shall establish procedures to ensure that the Grant Funds received through requisition process shall be expended within three (3) business days of receipt of the funds in the Grantee depository account.

C. Cash advances made by the Grantee to subgrantees shall conform substantially to the same standards of timing and amount as apply to the Grantee under this Agreement.

D. Amounts withheld from a contractor to assure satisfactory completion of work shall not be paid until the Grantee has received a final payment request from the contractor and has certified the work is complete and satisfactory.

E. The Department may terminate advance financing and require the Grantee to finance its operations with its own working capital should it be determined that the Grantee is unwilling or unable to establish procedures to minimize the time lapsing between cash advances and disbursement. Payments to the Grantee would then be made only as reimbursement for actual cash disbursements.

X. Depositories for Program Funds

A. The Grantee shall maintain a Grantee depository account that is a separate account for money received under the Community Development Program (the "Program"). The only funds that shall be included in this account are:

1. The Grant Funds received from the Department.
2. Program income earned through Program activities.

B. Any interest earned on the Grant Funds shall be remitted to the Department for subsequent return to the United States Treasury.

XI. Financial Management

A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used in the Program.

B. Grantees shall either adopt the system recommended by the Department or certify to the Department, in writing, prior to making the first requisition of funds that the alternative system proposed for use shall meet the following standards:

1. Maintenance of separate accounting records and source documentation for the Program;
2. Provision for accurate, current and complete disclosure of the financial status of the Program;
3. Establishment of records of budgets and expenditures for each approved Program project;
4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
5. Provision of financial status reports in the form specified by the Department;
6. Compliance with the audit requirements under 2 CFR Part 200, Subpart F; and
7. Consistency with generally accepted accounting principles unless a waiver of GAAP has been received by the Grantee from the Department.

XII. Monitoring and Reporting

A. The Grantee shall monitor the activities of the Project, including those of contractors and subcontractors, to assure that all Program requirements are being met.

B. The Grantee shall submit Quarterly Progress Reports to the Department on or before ten (10) days after the end of each quarter. The reporting periods consist of January/February/March, April/May/June, July/August/September and October/November/December. Any extension of time approved by the Department will require additional Quarterly Progress and Financial Reports to be submitted in accordance with the above-referenced schedule. These reports shall be in a format prescribed by the Department.

C. The Grantee shall submit a Final Progress Report no later than ninety (90) days following the Completion Date.

D. From time to time, as requested in writing by the Department, the Grantee shall submit such data and other information as the Department may require.

E. Failure to report as required or respond to requests for data or information in a timely manner may be grounds for suspension or termination of this Agreement.

XIII. Procurement Procedures

A. The Grantee shall use established local procurement procedures which reflect applicable federal, State, and local laws, rules and regulations.

B. In accordance with the procurement requirements of the Department's Procedures, the Grantee will give opportunity for free, open, and competitive bidding for each contract to be let by the Grantee that is (a) for more than $25,000 and (b) for installation, construction, reconstruction, demolition, removal or site improvement work, or other similar work as part of the Program unless the local procurement policy is stricter. Procurement of goods and services procured only with local funds shall be governed by local procurement policies and as further described in the Department's Procedures.

C. In accordance with the procurement requirements of the Department's Procedures, the Grantee shall follow the "competitive negotiations" requirements for the procurement of consultants and other professional services. The Grantee shall follow Small Purchases requirements for the procurement of supplies or services with costs under $25,000, including soliciting three quotes from potential vendors.

D. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered in support of the Project. These include but are not limited to source evaluation, protests, disputes, and claims.

XIV. Bonding Requirements

A. In accordance with the Department's Procedures, the Department has established bonding and insurance requirements for construction or rehabilitation and the bids and contracts that exceed $25,000. For all contracts less than $25,000, the Grantee will follow local policies and procedures relating to bonding and insurance, however, the Department recommends some type of security be secured for these contracts. The following types of bonds are required for contracts $25,000 and above per the Department's Procedures:

1. A bid guarantee from each bidder equivalent to five (5) percent of the bid price, secured by a bid bond or certified check;
2. A 100 percent "performance bond" on the part of the contractor to secure fulfillment of all the contractor's obligations under the contract; and
3. A 100 percent "payment bond" on the part of the contractor to assure payment, as required by law, of all persons supplying labor and materials as part of work provided under the contract.

B. The Department reserves the right to promulgate, modify and enforce bonding procedures and requirements applicable to any project.

C. All bonds shall be procured from a surety company registered and licensed to do business in the State of Kansas and countersigned by its Kansas resident agent.

XV. Program Close-out Procedures

A. Program close-out is the process by which the Department determines that all applicable administrative and financial actions and all required work of the Project including audit and resolution of audit findings have been completed. All findings from Department monitoring visits must be cleared prior to close-out.

B. The Grantee shall submit to the Department close-out documents covering the entire Program within ninety (90) days of completion date. Additionally, one copy must be placed where other program documents are available for public review, and at least one copy must remain in the Grantee's files. The Department may grant extensions to the time for submission of these documents when so requested by the Grantee in writing.

C. The Department retains the right to recover any amount of Grant Funds that remain unobligated.

D. The Grantee shall account for any property acquired with the Grant Funds or received from the federal or state government in accordance with the Department's property management procedures.

XVI. Termination for Convenience

A. The Department or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds.

B. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

C. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed full credit for noncancelable obligations, property incurred prior to termination.

XVII. Suspension or Termination-for-Cause

A. The Department may suspend the Grant Funds, in whole or in part, at any time during the term of this Agreement, and upon reasonable notice to the Grantee withhold further payments or prohibit the Grantee from incurring additional obligations of the Grant Funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Department to terminate the Agreement. The Department shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.

B. The Department, after reasonable notice may terminate the Agreement, in whole or in part, at any time during the term of the Agreement when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Department shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date and may initiate procedures to recapture all funds advanced to Grantee.

XVIII. Eligibility for Federal Assistance

The Grantee shall maintain an active registration with SAM.gov and retain an active Unique Entity Identifier (UEI). The Grantee shall also require all sub-recipients, contractors, and consultants under direct contract with the Grantee to maintain an active registration with SAM.gov and a UEI. Sub-contractors and lower tier contractors do not need to be fully registered in SAM.gov but must have a UEI. The requirements of this section must be included in all subcontracts utilizing CDBG funds.

XIX. Debarment and Suspension

The Grantee shall not enter into a contract with any parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180, "Debarment and Suspension."

XX. Audit Requirements

A. The Grantee shall arrange for the performance of annual financial/compliance audits of the Project. All audits must be performed by an independent qualified auditor. The audit period is identical to the Grantee's regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the audit section of the Department's Procedures, which have adopted certain aspects of 2 CFR Part 200.

1. If the local government expends $1,000,000 or more of Federal grant assistance from all programs, it must have a Single Annual Audit performed in accordance with 2 CFR Part 200, Subpart F. A Single Annual Audit is a financial and compliance audit that covers the entire operations of the local government, rather than being limited to the Project or Program.

2. If the local government expends less than $1,000,000 in a fiscal year, it will be the option of the Department to determine if a Project specific audit will be required. If such audit is required, it will be procured and paid for by the Department.

3. Grantee's will be required to submit the "audit information form" to the Department each fiscal year. This form must be submitted to the Department by or before May 15th of each fiscal year.

B. Grantees are required to submit one copy of a fiscal year audit report as described in this section. The audit reports shall be sent within 30 days after the completion of the audit, but no later than the nine months after the end of the audit period unless agreed to by the Department.

C. If any expenditures are disallowed because of the Final Audit Report, the obligation for reimbursement to the Department shall rest with the Grantee.

XXI. Client Data and Other Sensitive Information

In the event that the Grantee comes to possess client data and other sensitive information as a result of this Agreement, then the Grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of services provided. Such information shall be made available to KDC for review upon request. The Grantee must comply with 2 C.F.R. § 200.303 and shall take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. § 200.

XXII. Retention of and Access to Records

A. Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement shall be retained in accordance with the Department's Procedures.

B. Authorized representatives of the Department, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to this Agreement and the receipt of assistance under the Program as may be necessary to make audits, examinations, excerpts, and transcripts for a period of three years after the entire State CDBG grant year you were awarded from has been closed out by HUD.

C. Any contract or agreement entered by the Grantee shall contain language comparable to subsection (B) to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

D. The Grantee shall make all project files and records available to the public following the Kansas Open Records Act (K.S.A. 42-215, et. seq.) requirements. The Grantee shall be responsible for ensuring public records which are exempt from disclosure are protected.

XXIII. Conflict of Interest

A. The Department has adopted a conflict-of-interest policy that incorporates the provisions of 24 CFR 570.611 and 2 CFR 200.112. The Kansas Conflict of Interest policy can be found in the Grantee Handbook.

B. This policy is applicable in the procurement of supplies, equipment, construction, and services by Grantees and subrecipients. The policy also covers the acquisition and disposition of real property and the provisions of assistance by the Grantee or subrecipients to individuals, businesses, and other private entities in the form of grants, loans, or other assistance through eligible activities of the program which authorize assistance.

C. This policy shall apply to any person who is an employee, elected or appointed official, agent, consultant, officer, or any immediate family member or business partner of the above, of the Grantee, or of any designated public agencies, or subrecipients which are receiving CDBG grant funds.

D. No member of the Governing Body, officer or employee of the Grantee, or its designees or agents, or any other person who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one year afterward.

E. The Grantee shall incorporate, or cause to be incorporated, in all third-party agreements, a provision prohibiting such conflict of interest pursuant to this Section.

F. The Grantee shall not employ, nor shall permit any third party to employ, any employee of the Department.

XXIV. Equal Opportunity

In addition to all equal opportunity provisions and the assurances incorporated by reference herein, the Grantee agrees to comply with all the requirements of the Kansas Acts Against Discrimination relating to fair employment practices, to the extent applicable and shall cause the foregoing provisions to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties.

Grantee will conduct and administer the grant in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq., as amended).

XXV. Waiver of Enforcement

A waiver by the Department of the right to enforce any provision of this Agreement shall not be deemed a waiver of the right to enforce each and all the provisions herein.

XXVI. Reversion of Assets

A. The Grantee shall use CDBG purchased equipment for the approved project for which it was acquired and for as long as needed, whether or not the Project or Program continues to be supported by CDBG. The Grantee must maintain property records that include a description of the property, a serial number or like, source of funding, title holder, acquisition date, cost of property, percentage of the CDBG Grant Funds to the original purchase, the location, the use and condition of property, and disposition data. The Grantee is required to conduct a physical inventory of the property owned and controlled by the Grantee at least annually. When equipment acquired with CDBG Grant Funds is no longer needed for the original Project or Program, the Grantee shall follow disposition requirements found in 2 CFR 200. Equipment with a fair market value of $10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further responsibility to the Department or HUD.

B. The title to supplies purchased with CDBG Grant Funds will vest upon acquisition in the Grantee. When there is a residual inventory of unused supplies valued at $10,000 or less, in the aggregate, at the end of the period of performance, the Grantee may retain the unused supplies with no further responsibility to the Department or HUD.

XXVII. Budget Amendments and Other Changes

A. During the implementation of the Project, the Grantee may revise the CDBG budget line items in the Approved Project Application; provided that:

1. The cumulative effect of the revision is to not make line-item budget transfers which exceed ten percent of the total Grant Funds or $10,000 cumulative of Grant Funds, whichever is less;

2. The change does not increase any professional services within the Approved Project Application;
3. The change will not significantly change the scope, location, or objectives of the Project; and
4. The change does not add or eliminate any CDBG National Objective eligible activity.

B. Any such changes to this Agreement shall constitute an amendment, including time extension of the completion date and must be reduced to writing.

C. The Grantee shall notify the Department if, using other funds, there is an intention to expand, enhance or add to the scope of the Project covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas or activities of the Project. The Department reserves the right to require an amendment to this Agreement if such is deemed necessary.

D. Amendments to the terms and conditions of this Agreement shall not become effective unless reduced to writing, applicable standard forms submitted, passed by Resolution of the governing body, and signed by the duly authorized representative of the Grantee, and signed by the Department.

E. The Provisions found in Contractual Provisions Attachment (DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this Agreement and made a part thereof.

F. **I hereby certify that I have knowledge of all activities in the above-referenced grant. I also certify that I am aware CDBG regulations prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the general conduct of governmental business. By accepting the above-referenced grant award, I certify that no portion of the above grant award violates this regulation.**

Copies or originals of all CDBG recipient files and documentation must be maintained at the recipient's principal place of business.

We, the undersigned, have read and understood the above document and hereby agree to the terms and conditions contained herein.

DATED BY THE DEPARTMENT OF COMMERCE THIS _____ DAY OF _____, 20____.

STATE OF KANSAS
DEPARTMENT OF COMMERCE

By: _____
CDBG Program
Kansas Department of Commerce

By: _____
Notary Public, State of Kansas

City of Lindsborg Kansas
(Grantee)

By: _____
(Name) (Title)

(SEAL)

ATTEST: _____
(For the Grantee)

FEDERAL CONDITIONS

This Federal Conditions document is not intended to be an exhaustive list of all laws and policies applicable to HUD funded awards. In addition to the terms and conditions of this Agreement, the Grantee agrees and assures it will comply with the following:

1. **Equal Access and Non-Discrimination**
   - A. HUD's Equal Access Rule (24 CFR 5.106) and ensure no discrimination based on family composition, sexual orientation, gender identity, or marital status. Grantee shall remove or refrain from using intake form options that read 'other' for gender identifiers where such identifiers are inconsistent with program requirements for HUD-funded housing-related activities. All references to rescinded Executive Orders shall be removed from local documents.
   - B. All federal civil rights laws and nondiscrimination assurances. All certifications and representations provided under this Agreement are subject to applicable enforcement provisions, including the False Claims Act (31 U.S.C. 3729-3733).
   - C. Not adopt a selection, scoring, or procurement criteria that prioritize or favor individuals, firms, or projects on the basis of race, gender, or any other federally protected characteristics.
   - D. Not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.
   - E. Agree that its compliance in all respects to with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.
   - F. Certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title IV of the Civil Rights Act of 1964.
2. **Environmental Compliance**
   - A. All National Environmental Policy (NEPA) requirements as applicable to the performance of this Agreement as found in 29 CFR Part 58, 24 CFR Part 55, and 40 CFR 1500-1508. The Grantee agrees to assume all the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of the Federal Act. The Grantee shall not delegate the Environmental Review responsibilities. The Grantee shall also monitor and follow any further HUD rulemaking or guidance related to environmental review.
   - B. Federal Water Pollution Control Act, as amended, 33 U.S.C.1251, et seq., as amended, and 33 U.S.C. 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder.
   - C. All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.
   - D. The Flood Disaster Protection Act of 1973 (42 U.S.C. 4001) and obtain and maintain flood insurance under the National Flood Insurance Program for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
   - E. The Residential Lead-Based Paint Hazard Reduction Act of 1992 and the Residential Lead-Based Paint Poisoning Prevention Act of 1971. Any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.
   - F. The Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (54 U.S.C. 300101); the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291); and the procedures set forth in 36 CFR 800; Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. Grantee shall also comply with federal Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.
3. **Program Income**
   - A. For the purposes of this Agreement, "Program Income" is defined in 24 CFR 580.489(e). Program Income means gross income earned by the Grantee from activities supported by grants made by the Department under the provisions of the Federal Act, or as otherwise defined by the Department. Such income may include proceeds from the sale of real property, interest earned on revolving loan funds, or loan payments. Program Income does not include interest earned on cash advances from the Department.
   - B. It is the policy of the Department that funds received by the Grantee considered to be Program Income shall be immediately reported and returned to the Department. The Grantee may only retain Program Income with the direct approval of the Department.
4. **Fair Housing**

   The Fair Housing Act (42 USC 3601-3619) and the requirement that the Grantee affirmatively further fair housing (AFFH). The requirement to affirmatively further fair housing dictates some form of action to be taken by the Grantee, not just passive compliance with existing laws and ordinances. This requirement is applicable to all CDBG funded activities, no matter the activity, and for each year the Grantee has an open CDBG grant.

B. Fair housing choice is the ability of persons of similar income levels to have available to them a like range of housing choices regardless of race, color, national origin, religion, sex, familial status, or disability.

The Grantee must:

1. Identify a local contact to be fair housing representative and contact for complaints.
2. Propose AFFH activities that inform the public and for each year of open CDBG grant.

5. Violence Against Women Act (Right to Report)

A. The Violence Against Women Reauthorization Act of 2022 (VAWA) to the Violence Against Women Act of 1994 , 34 U.S.C. 12495, and all applicable rules and laws, as amended. VAWA provides housing protections for victims of domestic violence, dating violence, sexual assault, and stalking in many HUD programs, including CDBG. In general, the VAWA rule provides that an applicant for assistance or tenant assisted under a covered housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the application or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.

6. Relocation, Displacement, and Acquisition

A. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, in 24 CFR 42, 49 CFR 24, and 42 U.S.C. 5304(d) as they apply to the performance of this Agreement. Grantee agree to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds and to the displacement of persons, businesses, non-profit organizations, and farms occurring as a direct result of any acquisition of real property utilizing grant funds.

7. Excessive Force Policy

A. Adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act) and prohibiting the barring of entrance or exit to any facility or location which is the subject of such demonstration (The Cranston-Gonzales National Affordable Housing Act).

8. Drug Free Workplace

A. By signing this Agreement, the Grantee hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. This requirement is applicable to all contracts and subcontracts of $100,000 or more.

9. Labor Provisions

A. Except for housing rehabilitation projects on buildings designed to contain fewer than eight (8) units, each construction contract let by the Grantee pursuant to this Program shall comply with the governing federal labor standards and regulations set forth in 29 CFR Parts 1, 3, 5, 6, and 7.

10. Procurement of Recovered Materials

A. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procurement only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Systemic Alien Verification for Entitlements (SAVE)

A. Review program activities under the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) and the SAVE verification process. For activities that provide direct public benefits subject to PRWORA, Grantee must implement verification procedures consistent with HUD guidance and include contract language requiring compliance.

B. Verify eligibility of beneficiaries through SAVE or an equivalent method as required by HUD guidance for programs that provide direct benefits. Area-benefit projects that serve broad geographic populations are not subject to individual SAVE verification requirements but must follow HUD guidance for documenting area-benefit eligibility.

C. Administer the grant in accordance with applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of PRWORA and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

D. Use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

12. Sanctuary Jurisdictions

A. Not maintain local policies or ordinances that prevent cooperation with federal immigration enforcement where such non-cooperation would conflict with conditions of federal funding. Grantee shall assess local ordinances and ensure activities are consistent with federal requirements.

B. Not use the Grant Funds in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

13. **Buy America Provision**
    A. Pursuant to 2 CFR § 200.322, the Grantee should, to the greatest extent practicable under this Agreement and as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Grantee shall include this requirement in agreements with subgrantees, including all contracts and purchase orders for work or products under this Agreement.
14. **Economic Opportunity (Section 3)**
    A. The requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, and the HUD regulations issued at 24 CFR Part 75.
15. **Buy America Build America (BABA)**
    A. The requirements of the Build America, Buy America (BABA) Act, 41 USC 8301, and 2 CFR Part 184, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project.
16. **Change of Use of Real Property**
    A. For real property purchased with CDBG funds, the Grantee may not change the use or planned use of any property (including the beneficiaries of such use) from that for which the acquisition or improvement was made, unless the Grantee provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either:
        1. The new use of the property qualifies as meeting one of the national objectives and is not a building for the general conduct of government; or
        2. The requirements in paragraph (B) of this section are met.
    B. If the Grantee determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (A) of this section, it may retain or dispose of the property for the changed use if the State's CDBG program is reimbursed, at the discretion of the Department. The reimbursement shall be in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property. However, if the change in use occurs five (5) years or more after the project closeout, the Grantee shall be allowed to use, or dispose of, the property with no further obligation to the Department or HUD.
    C. Following the reimbursement of the CDBG program in accordance with paragraph (B) of this section, the property will no longer be subject to any CDBG requirements.
17. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**
    A. Pursuant to Appendix A to 45 CFR Part 93, the Grantee certifies that for all sub-grants, contracts and subcontracts pursuant to which more than $100,000 of Grant Funds are contemplated to be expended:
        1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
        2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
        3. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

    In addition to the above certifications, the undersigned also makes the certification required which is attached regarding Lobbying.
18. **Other Applicable Laws**
    A. OMB administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, set forth in 2 CFR 200.
    B. Any applicable and existing Executive Orders. This Agreement shall not be governed by Executive Orders revoked by E.O. 14154, including E.O 14008, or NOFO requirements implementing Executive Orders that have been revoked.
    C. Not use the Grant Funds to provide abortion services, counseling that facilitates abortion access, or to support facilities whose primary services include abortion as required by E.O. 14182, Enforcing the Hyde Amendment. Grantee shall screen proposals that involve healthcare providers to ensure compliance.
    D. Ensure that CDBG funds are not used for religious worship, instruction, or proselytization. Faith-based organizations may participate as subrecipients provided funds are used exclusively for permissible secular activities and monitoring procedures confirm no religious activities are funded. Grantee, in the selection of subrecipients, may not discriminate against an organization based on the organization's religious charter, affiliation, or exercise.

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

_____ _____

Date Official

Grantees are required to keep records until three years after the entire CDBG grant year from HUD has been closed out.

CONTRACTUAL PROVISIONS DA-146A REV. 07/19

1.1 Important

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof. The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the **1st day of NOVEMBER, 2026**.

1.2. Terms Herein Controlling Provisions

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

1.3. Kansas Law and Venue

This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

1.4. Termination Due to Lack of Funding Appropriation

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year.

State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

1.5. Disclaimer of Liability

No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).

1.6. Anti-Discrimination Clause

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44 1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

1.2. Acceptance of Contract
This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

1.3. Arbitration, Damages, Warranties
Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

1.4. Representative's Authority to Contract
By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

1.5. Responsibility For Taxes
The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

1.6. Insurance
The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

1.7. Information
No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.

1.8. The Eleventh Amendment
"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

1.9. Campaign Contributions / Lobbying
Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

GRANTEE NAME: CITY OF LINDSBORG **GRANT NUMBER:**

ACTIVITY	CDBG FUNDS	OTHER FUNDS	SOURCE OF OTHER FUNDS	TOTAL COST
1. Public Facilities/Construction				
a. Water/Lines/Treatment				$ -
b. Sewer/Lines/Treatment				$ -
c. Street Improvements				$ -
d. Drainage/Flood				$ -
e. Center/Facility				$ -
f. Other (Identify)				$ -
g. Acquisition, including easements				$ -
h. Engineering Design				$ -
i. Construction Inspection				$ -
j. Architectural Services				$ -
k. Other Professional Services				$ -
Public Facility Activities Total	$ -	$ -		$ -
2. Housing Activities				
a. Housing Rehabilitation	$ 152,832.00	$ 32,500.00	KWAP & Local Funds	$ 185,332
b. Lead-Based Paint Activities	$ 58,500.00			$ 58,500
c. Demolition	$ 13,000.00			$ 13,000
d. Acquisition				$ -
e. Relocation	$ 2,500.00			$ 2,500
f. New Construction				$ -
g. Housing Inspection	$ 27,750.00			$ 27,750
h. Radon Insulation	$ 10,000.00			$ 10,000
Housing Activities Total	$ 264,582	$ 32,500		$ 297,082
3. Administration				
a. Administrative Activities	$ 35,000.00	$ 4,000.00	City Match for ER	$ 39,000.00
b. Legal	$ 418.00			$ 418
c. Audit				$ -
Administration Total	$ 35,418.00	$ 4,000		$ 39,418.00
ALL ACTIVITIES TOTAL	$ 300,000.00	$ 36,500.00		$ 336,500.00

Rev. 5/2025

CERTIFICATION OF COMPANY
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL

In accordance with HB 2482, 2018 Legislative Session, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than $100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in HB 2482, 2018 Legislature.

_____ _____

Signature, Title of Contractor Date

_____

Printed

_____

Name of Company

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

_____ _____

Signature, Title Date

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

Policy Regarding Sexual Harassment

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

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

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

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

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

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

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

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

Signature and Date

Printed Name

Department of Commerce
915 S.W. Harrison St., Suite 250
Topeka, KS 66612
David C. Toland, Secretary

Kansas
Department of Commerce

Phone: (785) 296-3481
Fax: (785) 296-5055
KansasCommerce.gov
Laura Kelly, Governor

September 17, 2026

The Honorable Clark Shultz
Mayor, City of Lindsborg
101 South Main Street
PO Box 70
Lindsborg, KS 67456

RE: Award/Condition Letter for CDBG Grant No. 26-HR-003 Contract

Dear Mayor Shultz:

On behalf of Governor Laura Kelly, I am pleased to award the City of Lindsborg a grant of $300,000 through the Kansas Small Cities Community Development Block Grant program. Added to the local contribution of $36,500, the total estimated project cost will be $336,500. This award will provide a portion of the needed funding for your housing rehabilitation project.

The CDBG funds awarded to you are contingent upon the State's receipt of funding from the U.S. Department of Housing and Urban Development. Please note that this award is subject to the successful fulfillment of all applicable contractual requirements.

A Grantee Workshop will be held via Zoom for public entities awarded funds. The Grantee is **required** to attend the entire training to receive instructions on how to begin the grant administration process and will need to have one person from the City to represent them. The workshop will be held Wednesday, October 14, 2026, from 2:00 p.m. to 4:00 p.m. You can sign up for the workshop at this link: CDBG Grantee Workshop Sign Up.

The official start date for this award is **November 1, 2026. Please note that this Award/Condition Letter is part of the CDBG contract and should be reviewed in detail.**

Neither the Grantee nor any of their representatives or contractors including public or private nonprofits or for-profit entities may commit HUD assistance to the project or a project activity until Commerce has approved the Grantee's request for the release of funds and environmental certification. Further, no Grantee or their representatives or contractors may commit non-HUD funds for an activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives. Examples of choice limiting activities include acquisition of real property, demolition, construction, conversion, leasing, repair or rehabilitation activities. The completed environmental review of your project must be submitted to your project manager no later than six months from the official start date of this award, noted above. Be aware that should a contract not be executed with the State, any cost incurred toward a project will be borne by the Grantee.

The project must have the first three rehabilitation contracts awarded within one year from the contract start date of **November 1, 2026**, and have two rehabilitations completed in the following quarter. Demolition cannot occur until three rehabilitations have been completed. **Failure to meet the construction contract deadline or any other program timelines may result in withdrawal of the grant.**

Your Project Manager, Tim Parks, will contact you soon regarding the steps required to finalize the contract. We look forward to assisting you in implementing this project.

The Community Development Block Grant program has been successful in meeting community needs for more than 35 years. Congratulations on developing a fine project that will help your community prosper!

Sincerely,

David C. Toland
Lt. Governor/Secretary of Commerce

DT:TP:cav

GRANTEE NAME: CITY OF LINDSBORG **GRANT NUMBER:**

ACTIVITY	CDBG FUNDS	OTHER FUNDS	SOURCE OF OTHER FUNDS	TOTAL COST
1. Public Facilities/Construction				
a. Water/Lines/Treatment				$ -
b. Sewer/Lines/Treatment				$ -
c. Street Improvements				$ -
d. Drainage/Flood				$ -
e. Center/Facility				$ -
f. Other (Identify)				$ -
g. Acquisition, including easements				$ -
h. Engineering Design				$ -
i. Construction Inspection				$ -
j. Architectural Services				$ -
k. Other Professional Services				$ -
Public Facility Activities Total	$ -	$ -		$ -
2. Housing Activities				
a. Housing Rehabilitation	$ 152,832.00	$ 32,500.00	KWAP & Local Funds	$ 185,332
b. Lead-Based Paint Activities	$ 58,500.00			$ 58,500
c. Demolition	$ 13,000.00			$ 13,000
d. Acquisition				$ -
e. Relocation	$ 2,500.00			$ 2,500
f. New Construction				$ -
g. Housing Inspection	$ 27,750.00			$ 27,750
h. Radon Insulation	$ 10,000.00			$ 10,000
Housing Activities Total	$ 264,582	$ 32,500		$ 297,082
3. Administration				
a. Administrative Activities	$ 35,000.00	$ 4,000.00	City Match for ER	$ 39,000.00
b. Legal	$ 418.00			$ 418
c. Audit				$ -
Administration Total	$ 35,418.00	$ 4,000		$ 39,418.00
ALL ACTIVITIES TOTAL	$ 300,000.00	$ 36,500.00		$ 336,500.00

CITY COUNCIL

Clark Shultz
Mayor

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

STAFF

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

City Council Meeting Date: October 19, 2026

Topic: Ordinance: CMB Licensure

Department: Administration

Staff Contact: Tanner Faust, City Administrator

Background: Upon a recent review of the City's cereal malt beverage licensing process, staff identified provisions within Section 4-46 of the Lindsborg City Code that no longer align with current Kansas law. Section 4-46 currently provides that a license may not be issued to an individual who has not been a Kansas resident for at least one year immediately preceding the application and a McPherson County resident for at least six months prior to filing.

Current state statute (K.S.A. 41-2703) no longer contains these residency requirements. The City's existing language therefore reflects an earlier version of state law and should be removed to bring the local licensing provisions into alignment with the current statute.

The proposed amendment also updates the City's provisions regarding business entities. Section 4-46 currently addresses partnerships and corporations, including the qualifications of corporate managers, officers, directors, and stockholders owning more than 25 percent of the corporation, but does not separately address limited liability companies.

In conclusion, this amendment will bring our policy into agreement with Kansas state statute and remove the residency requirement as well as specifically address LLCs in the same fashion as state law.

Recommendation: A motion to approve Ordinance 5616 amending Section 4-46 of Lindsborg Municipal Code relating to disqualifications for cereal malt beverage licensure.

Fiscal Note: N/A

Funding Source: N/A

REVIEW:

■ City Administrator ■ City Attorney

☐ City Council

Published in the official newspaper for the City of Lindsborg on October 20, 2026.

ORDINANCE NO. 5616

AN ORDINANCE AMENDING SECTION 4-46 OF THE LINDSBORG MUNICIPAL CODE RELATING TO DISQUALIFICATIONS FOR CEREAL MALT BEVERAGE LICENSURE.

WHEREAS, the Governing Body of the City of Lindsborg, Kansas have deemed it necessary, advisable, and prudent to update the Code of the City of Lindsborg, Kansas, with respect to certain disqualifications for cereal malt beverage licensure, to bring such code into conformity with State law, specifically as it relates to the removal of a residency requirement.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LINDSBORG, KANSAS:

Section 1. Prior to the enactment of this ordinance, Chapter 04, Article II, Section 4-46 of the Code of the City of Lindsborg read, in full, as follows:

No license shall be issued to:
(1) A person who has not been a resident in good faith of the state of Kansas for at least one year immediately preceding application and a resident of McPherson County for at least six months prior to filing of such application.
(2) A person who is not a citizen of the United States.
(3) A person who is not of good character and reputation in the community in which he or she resides.
(4) A person who, within two years immediately preceding the date of making application, has been convicted of a felony or any crime involving moral turpitude, or has been adjudged guilty of drunkenness or driving a motor vehicle while under the influence of intoxicating liquor or the violation of any other intoxicating liquor law of any state or of the United States.
(5) A partnership, unless all the members of the partnership shall otherwise be qualified to obtain a license.
(6) A corporation if any manager, officer or director thereof or any stockholder owning in the aggregate more than 25 percent of the stock of such corporation would be ineligible to receive a license hereunder for any reason other than non-residence within the city or county.
(7) A corporation, if any manager, officer or director thereof, or any stockholder owning in the aggregate more than 25 percent of the stock of such corporation, has been an officer, manager or director, or a stockholder owning in the aggregate more than 25 percent of the stock, of a corporation which:
a. Has had a retailer's license revoked under K.S.A. 41-2708 and amendments thereto; or
b. Has been convicted of a violation of the drinking establishment act or the cereal malt beverage laws of this state.
(8) A person whose place of business is conducted by a manager or agent unless such manager or agent possesses the same qualifications required of the licensee.

(9) A person whose spouse would be ineligible to receive a retailer's license for any reason other than citizenship, retailer residency requirements or age, except that this subsection (i) shall not apply in determining eligibility for a renewal license.

Section 2. Chapter 04, Article II, Section 4-46 of the Code of the City of Lindsborg, Kansas, is hereby amended to read as follows:

No license shall be issued to:

1) A person who is not of good character and reputation in the community in which he or she resides.
2) A person who is not a citizen of the United States.
3) A person who, within two years immediately preceding the date of application approval, has been convicted of, released from incarceration for or released from probation or parole for a felony or any crime involving moral turpitude, drunkenness, driving a motor vehicle while under the influence of intoxicating liquor or violation of any other intoxicating liquor law of any state or of the United States.
4) A corporation if any manager, officer or director thereof or any stockholder owning in the aggregate more than 25 percent of the stock of such corporation would be ineligible to receive a license hereunder for any reason.
5) A corporation, if any manager, officer or director thereof, or any stockholder owning in the aggregate more than 25 percent of the stock of such corporation, has been an officer, manager or director, or a stockholder owning in the aggregate more than 25 percent of the stock, of a corporation which:
    a. Has had a retailer's license revoked under K.S.A. 41-2708 and amendments thereto; or
    b. Has been convicted of a violation of the drinking establishment act or the cereal malt beverage laws of this state.
6) A limited liability company if any manager thereof, or any individual owning in the aggregate 25 percent or more of the ownership interest therein, would be ineligible to receive a license under this section for any reason.
7) A limited liability company if any manager thereof, or any individual owning in the aggregate 25 percent or more of the ownership interest therein, has been a member, manager, officer, director, or owner of 25 percent or more of the ownership interest in an entity which:
    a. Has had a retailer's license revoked under K.S.A. 41-2708, and amendments thereto; or
    b. Has been convicted of a violation of the drinking establishment act or the cereal malt beverage laws of this state.
8) A person whose place of business is conducted by a manager or agent unless such manager or agent possesses the same qualifications required of the licensee.

9) A person whose spouse would be ineligible to receive a retailer's license for any reason other than citizenship, retailer residency requirements or age, except that this paragraph shall not apply in determining eligibility for a renewal license.

Section 3. All prior ordinances or parts thereof in conflict herewith are hereby repealed as to the conflicting portion only.

Section 4. This ordinance shall be in effect upon its publication in the official city newspaper.

Passed by the Governing Body and approved by the mayor on this 19th day of October 2026.

Clark Shultz
Mayor

ATTEST:

Roxie Sjogren, MMC
City Clerk

APPROVED AS TO FORM:

Zachary R. Strella
City Attorney

Published in the official newspaper for the City of Lindsborg on October 20, 2026.

ORDINANCE NO. 5616

SUMMARY OF AN ORDINANCE AMENDING SECTION 4-46 OF THE LINDSBORG MUNICIPAL CODE RELATING TO DISQUALIFICATIONS FOR CEREAL MALT BEVERAGE LICENSURE.

WHEREAS, on October 19, 2026, the City of Lindsborg passed Ordinance Number 5616, which amends Chapter 04, Article II, Section 4-46 of the Code of the City of Lindsborg. These changes bring the City Code into conformity with State law by removing the following as a disqualification for holding a cereal malt beverage license: "A person who has not been a resident in good faith of the state of Kansas for at least one year immediately preceding application and a resident of McPherson County for at least six months prior to filing of such application.".

The complete text of this ordinance can be found in the office of the City Clerk, free of charge and on the City's website for at least one week following the publication of this Summary at www.lindsborgcity.org or in the office of the City Clerk, 101 S. Main Street, free of charge. This ordinance shall become effective upon its publication in the official city newspaper.

Passed by the governing body of the City of Lindsborg, Kansas on October 19, 2026 and approved and signed by the Mayor.

Signed by Clark Shultz
Mayor

ATTEST:

Roxie Sjogren, City Clerk

APPROVED AS TO FORM:

Zachary R. Strella, City Attorney