CITY COUNCIL MEETING AGENDA

Wednesday, April 15, 2026 **City Council Chambers**
7:00 p.m. **Halstead City Hall**

CALL TO ORDER

- **A. AGENDA CHANGES/APPROVAL OF AGENDA**
- **B. PUBLIC FORUM**
- **C. CONSENT AGENDA**
  1. Minutes of April 1, 2026 City Council Meeting
  2. Ordinance No. 2026-AP-8: Bills and Payroll from April 2 – 15, 2026
  3. Treasurer Reports – March and 1st Quarter
  4. Harvey County Economic Development Council Board Appointment
  5. Planning Commission Re-Appointment
  6. PWWSD #17 Appointment
- **D. PUBLIC HEARING**
- **E. UNFINISHED BUSINESS**
- **F. NEW BUSINESS**
  1. KDOT Innovative Tech Grant Agreement
  2. PEC Master Services Agreement
  3. Vacancies on City Boards
  4. Student Group or Activity donation/funding requests
  5. Set City Council Work Session date
- **G. EXECUTIVE SESSION**
- **H. REPORTS**
  1. Governing Body Comments
     a) Arbor Day Proclamation
  2. City Manager
  3. Financial

ADJOURNMENT

NOTICE

Agendas may be subject to change upon action of or at the discretion of a majority of the governing body.

For those who cannot attend a meeting in person but wish to provide comment to the Governing Body, those comments can be emailed to cityclerk@halsteadks.gov. Comments received before 5:00 PM on the day of a meeting will be shared with the governing body during that night's meeting during public forum. ***Anonymous comments that are sent or received will not be shared.***

Meetings are also live streamed via the city's YouTube channel and Cox Cable channel 7.

CITY OF HALSTEAD

CITY COUNCIL AGENDA REPORT

Meeting Date:	April 15, 2026
City Department:	Administration and Finance
Prepared By:	Julie Wait, City Clerk
Agenda Title:	Consent Agenda

RECOMMENDED ACTION

Motion to approve the Consent Agenda for April 15, 2026, as presented.

CONSIDERATIONS/ANALYSIS

Items in the April 15, 2026 Consent Agenda include:

- Minutes of April 1, 2026 City Council Meeting.
- Ordinance No. 2026-AP-08 which includes bills & payroll from April 2 – 15, 2026.
- Treasurer Report – March and 1st Quarter.
- The Appointment of Tessa Wendling to the Harvey County Economic Development Council Board with a term expiring May 2028.
- Planning Commission Re-Appointment of Jeremy Walters with a term expiring April 2029.
- The Re-Appointment of Pat Adams to the PWWSD #17 Board with a term expiring April 2029.

Items of note in the bills and payroll April 2 – 15, 2026 are as follows:

- Check #123852 in the amount of $6,050.00 to Beckercare Tree Service for the removal of 16 trees from the cemetery and the removal of street trees.

FISCAL IMPACT/FUNDING SOURCE

Total dollar amount of checks being approved is $79,546.45, wires in the total amount of $175,326.93, direct deposits in the amount of $0.00, and total net payroll in the amount of $50,264.99. These expenses are split amongst multiple funds in the budget and costs from the current 2026 fiscal years.

Department Head Approval Date: 04/10/2026 City Attorney Approval Date:
City Manager Approval Date: 04/10/2026
Attachments (*listed as included in packet*):

1. Minutes of the April 1, 2026 City Council Meeting.
2. Ordinance No. 2026-AP-08 which includes bills & payroll from April 2 – 15, 2026.
3. Treasurer Report – March and 1st Quarter.
4. Harvey County Economic Development Council Board Appointments.

Halstead City Council Meeting **Council Room, City Hall**
April 1, 2026 **7:00 p.m.**

CALL TO ORDER

Mayor Faelber called the meeting to order at 7:00 p.m. The City Council meeting was streamed live on YouTube, HalsteadKS.gov, and Cox Channel 7.

CITY COUNCIL MEMBERS PRESENT

Charlie Robinson, James VanSchaick, George Torres, and Roger Keating; a quorum was declared present. Shawna Will arrived at 7:13 p.m.

CITY OF HALSTEAD STAFF PRESENT

City Manager Ethan Reimer, City Attorney Brad Jantz, City Superintendent Pat Adams, and City Clerk Julie Wait.

OTHERS PRESENT

- Bill Bush – *Harvey County Now*.
- Ron Dick, Alan Weber, Kevin Henderson, and Alora Finch.

AGENDA CHANGES

None.

PUBLIC FORUM

Mayor Faelber opened the public forum at 7:00 p.m.

Kevin Henderson, Halstead resident, asked the Governing Body to keep in mind that if you tax it, it shrinks, if you subsidize it, it grows, you cannot borrow your way out of debt, you cannot spend your way out of endless prosperity, and there's no such thing as free government money, the only money had to be spent was money first taken from private sector taxpayers in Halstead. Henderson noted that he had reviewed City Council minutes from previous years and noticed an awful lot of instances where there were overruns on particular projects. He cited examples of the Speculative Building in the amount of $36,000, the Townsman Motel in the amount of $29,000, and he noted the final one was the Thibault land purchased for in direct competition with private developers and businesses. He encouraged them to spend City money as if it was coming you of their own pockets.

Ron Dick, Halstead resident, expressed concern regarding two picnic tables and benches that had gone missing from Scout Park. He questioned whether they would be replaced and Superintendent Adams responded they had been moved to Riverside Park and that there were two breastfeeding benches in addition to a replacement table and bench that would be put in their place. Dick asked if they would be in place prior to the upcoming weekend, which would be busy with the Easter Egg Hunt, and Adams responded that he wasn't sure if they would make it on time.

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Hearing no further requests for public comment, Mayor Faelber closed the public forum at 7:05 p.m.

CONSENT AGENDA

The following items were included in the April 1, 2026 Consent Agenda:

- Minutes from March 18, 2026 City Council Meeting.
- Ordinance No. 2026-AP-07 which includes bills & payroll from March 18 – April 1, 2026.
- Halstead Community Foundation – Statement of Activity for Parks & WWGC Improvement Funds.

MOTION by Torres to approve the Consent Agenda for April 1, 2026 as submitted.
SECOND by VanSchaick
CARRIED 4-0

PUBLIC HEARING

None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

1. **Amended Stutzman Street Improvements Petition**
   City Manager Reimer presented an updated improvement petition related to the Stutzman Street improvements which simply updated the original petitions that had been submitted to the City which had been signed by a minimum of 51% of the owners in the benefit district. The purpose of the amended petition was to update them based on the final cost of the project in addition to the financing costs related to the temporary notes that were in place.

MOTION by Torres for the City of Halstead to accept the amended petition for the Stutzman Street improvements.
SECOND by VanSchaick
CARRIED 4-0

2. **Resolution No. 2026 – 03 – Amended Resolution of Advisability for Main/Stutzman Improvements**
   J. T. Klaus, with Spencer Fane, addressed the Governing Body as the City's Bond Counsel to explain the process of issuing bonds to permanently finance the improvements that were made by the City of Halstead per request of property owners pursuant to special assessment. There were four original assessment petitions for improvements to Main Street, Stutzman Steet, Main Street sewer, and Stutzman Street sewer and in the course of making those improvements, bid were let and overall the cost of improvements came in within what the engineer estimated and in fact three were less that ultimately estimated. The Stutzman Street petition was approximately $4000 over the engineer's estimates and with additional interest costs, financing cost, and legal cost of issuing bonds the developer was asked to sign a new petition which was approved by the Governing Body during the prior agenda item.

   Klaus explained that special assessments would be levied against the property owners when lots were purchased in the benefit district to essentially pay for the street and sewer improvements pursuant to those special assessments. He explained that when a special assessment was adopted, by law an Advisability Resolution was also required to be adopted by the City, and the amended resolution's primary intent was to increase the amounts of the Stutzman Street improvements from $308,000 to $377,000 to cover all related costs. Those additional costs would be assessed back against the property owners when the lots were purchased.

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The purpose of the four items on the agenda was to prepare to transition to permanent financing, to levy special assessments against the affected properties for 20 years, and to issue the City's bonds which would be paid by taxes for the next 20 years. Klaus pointed out that the original petition received specifically stated that it did not include interest costs during construction or costs of issuance so the amended petition should not be a surprise to anyone because it was never intended to include those expenses. All of the documents would then be included in the bond transcript and provided to the Attorney General's Office for approval but their preference was for those expenses to not exceed 10% of what was petitioned.

MOTION by Torres to approve Resolution No. 2026-03, a resolution amending previous resolutions of advisability of the City of Halstead concerning certain improvements within the City.
SECOND by VanSchaick
CARRIED 5-0

3. **Ordinance No. 1358 – Amended Work Ordinance for Main/Stutzman Improvements**
   Klaus then informed the Governing Body that they would need to approve Ordinance No. 1358 for the work to be done at the amended cost instead of the cost that was originally authorized.

MOTION by Torres to approve Ordinance No. 1358, an ordinance amending the previous work ordinance approved and adopted by the City of Halstead concerning certain improvements within the City.
SECOND by Keating
CARRIED 5-0

4. **Resolution No. 2026 – 04 Public Hearing Notice for Proposed Special Assessments**
   Klaus then advised the Governing Body that pursuant to Kansas law the City was required to hold a public hearing in order to levy the special assessments against the lots in the benefit district over the period of the next 20 years. Assessment notices would be sent to all property owners via mail and the intent of the public hearing was to provide an opportunity for those individuals to be in attendance to ask questions regarding their future assessments. He noted that the assessments shouldn't be a surprise because 100% of owners and developers signed the original petitions asking the City to make the improvements at the associated costs. The advisability resolution gets recorded with the Harvey County Register of Deeds so anyone who purchases a lot or house is informed of the assessments at the time of closing by notice on their title work. By adopting Resolution No. 2026-04 the Governing Body would be authorizing City Clerk Wait to send notices to all property owners and to publish notification in the City designated newspaper regarding the special assessments and public hearing. The public hearing would be held during the regularly scheduled City Council meeting on May 6, 2026 at 7:00 p.m. Councilmember Keating inquired whether all of the Stutzman lots were sold and if not, who was responsible for the assessments on those lots and Klaus responded they were not and those would fall to the responsibility of the developer. He went onto explain that because the developer owned a large number of lots there was a Developer's Agreement in place which required the developer to carry a letter of credit for the City to draw on in the event the special assessments weren't paid. Klaus added that the letters of credit were required to be kept in place until 50% of the lots were issued certificated of occupancy.

MOTION by Torres to approve Resolution No. 2026 – 04, a resolution setting a public hearing date for the proposed special assessments for the construction of certain improvements.
SECOND by VanSchaick
CARRIED 5-0

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5. **Board of Health – Vacancies/Appointments**
   City Manager Reimer reported that the City had both a City Health Officer and a Board of Health. Dr. Detweiler has served as the City Health Officer for the City of Halstead for a number of years and has agreed to continue in that capacity along with serving on the Board of Health. Two members of the Governing Body would be needed to fill the other two positions on the Board of Health. The board would be expected to meet as necessary in times of public health emergencies or to address public health nuisances should they be a threat to the public's health within the city.

MOTION by Torres to appoint Dr. Doyle Detweiler as City Health Officer for the City of Halstead with a term expiring in April 2027.
SECOND by Robinson
CARRIED 5-0

MOTION by Torres to appoint Dr. Doyle Detweiler, George Torres, and James VanSchaick to serve as representatives on the Board of Health with terms expiring in April 2027.
SECOND by Keating
CARRIED 3-0 *(Torres and VanSchaick abstained, per City Code 8-101)*

EXECUTIVE SESSION

MOTION by Keating to recess into executive session to discuss confidential expansion and financial information of a private corporation in the City of Halstead pursuant to the confidential data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships exception, K.S.A 75-4319(b)(4), and ask that the City Manager and City Attorney join the Governing Body in executive session with the regular meeting to reconvene in the City Council Chambers at 7:45 p.m.
SECOND by Torres
CARRIED 5-0

Mayor Faelber called the regular meeting back to order at 7:47 p.m.

No formal or binding action was taken during the Executive Session.

REPORTS

1. **Governing Body Comments**
   - Councilmember Robinson commented that the sidewalks were looking great and that he was glad to see that coming through. He added that with the nice weather that they were really getting after it and it looked like they might be able to wrap up later in the week.
   - Councilmember Will congratulated Claire Clifford and the High School Drama and Musical Department on their successful showing of "Oklahoma" the previous weekend. They had 3 days of great performances and Councilmember Will thanked the community for coming out and supporting the program in the beautiful new auditorium at the school. She also mentioned there were judges in attendance for the Jester Award.
   - Mayor Faelber reminded the community that there was a fantastic, wonderful building at the corner of Fourth and Main if anybody had a great idea that would take it off the City's hands.
   - Councilmember Torres spoke regarding the use of kids on e-bikes and e-scooters, specifically noting occurrences where kids went through intersections at high speeds without even looking for other vehicles at the intersection. There was also concern noted of them being used on sidewalks at a speed almost as fast as cars. He asked for parents to educate their kids on hot to safely operate these modes of transportation and requested that the paper run an article because something bad could potentially happen. Councilmember Keating added that he didn't have an issue with bicycles on sidewalks but when you add a motor, whether gas-

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powered or electric, then they should not be allowed because the speed's too high and the brakes too poor.

- Councilmember Keating questioned where the process was with reconfiguring 6th Street for the Safe Routes to School project and City Manager Reimer explained that had been factored into the adopted plan per KDOT which would soon be underway. Councilmember Keating asked if it was firm and if it could be changed because he personally was not in favor of reconfiguring 6th Street and Reimer responded probably not because they had been KDOT reviewed. Part of his concern included e-bikes hauling tail and the risk of them getting hit while in a bike lane by a vehicle turning into the school parking lot. Councilmember Torres pointed out that this had been requested via community input during the planning process and Councilmember VanSchaick added that there had also been input from Harvey County. Councilmember VanSchaick also said while he didn't disagree with Councilmember Keatings concerns that this late in the ballgame if they were to try and stop or change the plans that it could be years before the City could get it back.

2. City Manager Report

- Possibly the biggest news is that the Safe Routes to School Phase 1 improvement project will be getting underway in the very near future. The city has put out general notice via our communication channels as well as mailing construction notice letters to adjacent property owners advising them of the anticipated dates and asking that private sprinkler systems or underground fences be marked to try and avoid unnecessary issues or damages. The main areas of sidewalk included in the project is the north side sidewalk along 6th Street from West St. to Spruce St. and then the west side sidewalk along Chestnut St. from the Methodist Church south to 10th St. The contractors plan to work from west to east and then from north to south and are hoping to get through about 4 blocks of sidewalk total per week, estimating the project to take no more than 60 total days. Sidewalks will be closed during actual construction in areas and there will also be traffic control along certain areas of both 6th Street and Chestnut Street during the project, so we just ask that everyone please be mindful and pay attention in the construction zones while the project is ongoing.
- The south side of 6th Street new sidewalk construction project from the Housing Authority to Cedar Dr. has finished and that project was primarily funded through a Pathways Grant from Blue Cross Blue Shield of KS and assistance and support from the Healthy Harvey Coalition.
- Halstead PD and Officer Crowe recently completed the 2nd Annual offering of a Hunter's Education Course and training which was well attended. The department hopes to continue offering these courses in the future if there continues to be demand.
- Public Works has been completing the annual Kansas Corporation Commission (KCC) inspection as relates to the city's gas distribution system. I just want to thank Director Adams and his staff for their work and time as relates to the inspection process.
- The city did receive an invitation to formally apply for the Transportation Alternatives grant funding based on our pre-application for the potential trails and sidewalks relating to Oswald Lehman Park. Staff will begin working the consultants to put together a formal application incorporating the feedback received from KDOT and be bringing that back before you all before the final application would be submitted for approval of the application and any potential match that would be required.
- BASF took formal possession of the spec building today, beginning their 3-year lease of the property in the Industrial Park.
- The city's annual rabies clinic will be held on May 2nd from 9 AM to Noon and residents will again be able to get their animals vaccinated and can also purchase their city tags for the year all in one day.

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- Please remember to re-register your golf carts if you have not done so.
- There is no longer a city-wide clean-up day in the summer so if you are doing spring or summer clean up please call City Hall to reserve a dumpster for your clean-up needs.
- With severe weather a reminder that the Kansas Learning Center for Health at 6th and Main Street serves as the city's designated storm shelter. Emergency services will coordinate unlocking the building as severe weather conditions would dictate.
- If any governing body members would like to attend the League's City Leaders Academy please let Julie or I know as soon as possible. It is Friday April 17 and will be in Salina this year.

ADJOURNMENT
MOTION by Torres to adjourn at 8:03 p.m.
SECOND by VanSchaick
CARRIED 5-0

Respectfully Submitted,

Julie L. Wait, City Clerk

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CITY OF HALSTEAD

Ordinance No. 2026 - AP - 08

Check No. 123835 thru Check No. 123886 in the total amount of $ 79,546.45

Wires in the total amount of $ 175,326.93

Direct Deposits in the total amount of $ 0.00

and total net payroll(s) in the amount of $ 50,264.99
are approved for payment.

Roger Keating	Charles Robinson
George Torres	Gary Faelber
James VanSchaick	Shawna Will

Date: 04/15/2026

Commissioners Purchasing Review Report by Vendor (APLT56)

Beginning Date: 4/2/2026 **Ending Date:** 4/15/2026

City of Halstead

Vendor	Vendor Amount
ADRIAN & PANKRATZ, P.A.	$1,083.34
ADVANCE INSURANCE COMPANY OF KANSAS	$236.55
B & B LUMBER CO., INC.	$6.67
BECKERCARE TREE SERVICE	$6,050.00
BRICK STREET HARDWARE	$881.12
BRIDGMAN OIL CO., INC.	$807.07
CITY OF HALSTEAD	$1,556.97
CITY OF HALSTEAD	$2,085.18
CITY OF NEWTON	$4,203.42
CLEARENT	$281.51
CLOVER	$184.34
COLONIAL LIFE INS.	$225.21
COMPUTER INFORMATION CONCEPTS	$128.69
COX COMMUNICATIONS	$223.25
CYPRESS FACILITY SERVICES	$325.00
EVERGY	$9,530.09
FARMERS COOPERATIVE ELEVATOR	$4,773.47
FOLEY INDUSTRIES	$1,626.36
GALL'S LLC	$612.99
HALLS CULLIGAN WATER	$40.70
HALSTEAD MARKET	$33.33
HALSTEAD TIRE, LLC	$991.74
HEARTSPRING	$508.97
HENRY SCHEIN, INC.	$934.22
HINCKLEY MEDICAL INC.	$2,900.00
HV CO COMMUNICATIONS	$3,242.60
HV CO ECO/DEVELOPMENT COUNCIL	$1,575.00
IDEATEK TELCOM, LLC	$1,248.34
IMAGINE IT	$589.80
IRS	$14,412.73
KANSAS ONE-CALL SYSTEM, INC.	$41.23
KANSAS PUBLISHING VENTURES, LLC	$695.20
KIMBALL'S REFRIGERATION	$795.40
KMGA-GAS SUPPLY OPERATING FUND	$114,912.00

Commissioners Purchasing Review Report by Vendor (APLT56)

Beginning Date: 4/2/2026 **Ending Date:** 4/15/2026 **City of Halstead**

Vendor	Vendor Amount
KPERS	$4,011.42
KPERS	$8,817.95
KS DEPARTMENT OF HEALTH & ENVIRONMENT	$100.00
KS DEPARTMENT OF LABOR	$459.05
KS DEPARTMENT OF REVENUE	$654.35
KS DEPARTMENT OF REVENUE-ACH	$5,019.45
KS DEPARTMENT OF REVENUE-GOLF	$735.41
KS PAYMENT CENTER	$318.93
KS STATE TREASURER	$20,000.00
KS WITHHOLDING	$2,702.72
LEAGUE OF KS MUNICIPALITIES	$30.00
LOYAL AMERICAN LIFE INS CO	$40.48
MERIDIAN ANALYTICAL LABS LLC	$761.35
MISSIONSQUARE - 303013	$204.77
MUTUAL OF OMAHA	$417.73
NAVRAT'S	$193.30
NISLY BROTHERS TRASH SERVICES, INC.	$12,123.70
OFFICE OF ACCOUNTS AND REPORTS	$150.00
PAYMENT SERVICE NETWORK	$64.95
PROFESSIONAL CODE COMPLIANCE LLC	$1,000.00
PROFESSIONAL TURF PRODUCTS, LP	$2,460.23
PWWSD #17	$3,568.79
SAM'S CLUB/GECF	$820.00
SERVPRO OF NORTHWEST WICHITA	$250.00
SIGNA PAY	$33.76
STREAMLINE PAYMENTS	$817.91
STRYKER SALES CORPORATION	$536.36
TASC/ACH FLEX ACCOUNT	$1,399.38
THE NEWTON KANSAN	$55.00
TODD SMITH	$54.83
TURFWERKS	$3,969.43
U S POST OFFICE	$3,000.00
UTILITY SAFETY AND DESIGN INC.	$1,370.00
VERIZON WIRELESS SERVICES	$474.02

Commissioners Purchasing Review Report by Vendor (APLT56)

Beginning Date: 4/2/2026 **Ending Date:** 4/15/2026 **City of Halstead**

Vendor	Vendor Amount
VISION CARE DIRECT	$515.62
Grand Total :	**$254,873.38**

City of Halstead, Kansas
Composition of Ending Cash and Investment Balances
March 31, 2026

CASH

		$ 6,877,024.38
Halstead Bank Statement Balance	$ 6,447,793.81	
Add: Outstanding deposits	$ 6,182.17	
Less: Outstanding checks and wires	$ (12,161.48)	
CK #123817 Not on City March Books	$ 104.99	
CK #123823 Not on City March Books	$ 50.00	
KSGUSUBPAY Not on City March Books	$ 125.00	
AP INVOICE Not on City March Books	$ 4,305.26	
Total Cash	**$ 6,446,399.75**	

INVESTMENTS

General Fund - Idle Funds CD at The Halstead Bank	$ 372,014.19
Cemetery Perpetual Care Fund CD at Central National Bank	$ 58,610.44
Total Investments	**$ 430,624.63**
Total Reconciled Cash and Investments	**$ 6,877,024.38**

GENERAL OBLIGATION (G.O.) BOND LIABILITIES & TEMPORARY NOTES

G. O. Refunding Bonds, Series 2012, Retirement 10/01/2029 *(Industrial Park/Cedar Mdws/Flood Control/Golf Irrig/Swim Pool)*	$ 410,000.00
G. O. Refunding Bonds, Series 2016, Retirement 10/01/2030 *(Refund of Series 2010 Bond)*	$ 560,000.00
G. O. Bonds, Series 2018, Retirement 09/01/2033 *(Cedar Meadows 2nd Improvements - 1400 Block Main St)*	$ 135,000.00
G. O. Bonds Temporary Note, Series 2023, Retirement 12/01/2026 *(Cedar Meadows 2nd Improvements - Main/Stutzman)*	$ 2,050,000.00
G. O. Taxable Bonds, Series 2023, Retirement 10/01/2038 *(Purchase of Thibault Property)*	$ 675,000.00
Total G.O. Bond Liabilities	$ 3,830,000.00

OTHER DEBT LIABILITIES

City Utility Low-Interest Loan Program, Retirement 03/01/2031 (principal pd req 01/31/23) *(Gas Costs due to Winter Storm Uri Feb 2021)*	$ 691,761.18
Total Other Debt Liabilities	$ 691,761.18
Total G.O. Bond and Debt Liabilities	**$ 4,521,761.18**

By: Jan Smith Treas
Jan Smith, City Treasurer

City of Halstead
Bank Reconciliation
Month End March 31, 2026

			Total Composition of Cash per CIC
Bank Reconciliation			
			$6,877,024.38
Checking account balance per bank		$6,447,793.81	
Add: Outstanding deposits	Attached	$6,182.17	
Less: Outstanding checks and wires	Attached	-$12,161.48	
CK #123817 NOT ON CITY MARCH BOOKS		$104.99	
CK #123823 NOT ON CITY MARCH BOOKS		$50.00	
KSGUSUBPAY NOT ON CITY MARCH BOOKS		$125.00	
AP INVOICE NOT ON CITY MARCH BOOKS		$4,305.26	
Checking account per city books (CIC Report)		$6,446,399.75	
Investments			
Cemetery Perpetual Care CD at Central National Bank		$58,610.44	
Idle Funds CD at The Halstead Bank		$372,014.19	
Total Investments		$430,624.63	
Total of all Cash & Investments		$6,877,024.38	$6,877,024.38

City of Halstead
Reconciling Items
Month End 03/31/2026

Outstanding Deposits

City	$	4,630.82
Cr/Db Card	$	1,551.35
PSN	$	-
Total Deposits =	$	6,182.17

Outstanding Checks

Type	Check Number		Amount
February '26 Payable		600013	188.39
February '26 Payable		123659	100.00
February '26 Payable		123710	63.00
February '26 Payable		123725	1388.00
February '26 Payable		123731	225.21
March '26 Payable	123376 – 123808		10196.88
Total Outstanding Checks and Wires =		$	12,161.48

CITY OF HALSTEAD, KANSAS

TREASURER'S QUARTERLY FINANCIAL STATEMENT - UNAUDITED

For the Period January 1, 2026 - March 31, 2026

FUND	January 1, 2026 BALANCE	RECEIPTS AND TRANSFERS IN	EXPENDITURES AND TRANSFERS OUT	March 31, 2026 BALANCE
General & General Idle Funds Investment	$1,207,235.16	$1,367,519.26	$1,031,268.35	$1,543,486.07
VIN Inspection Fund	24,212.71	$3,820.00	$0.00	28,032.71
Specialty Liability	68,567.00	$60,641.20	$110,000.00	19,208.20
Cemetery Perpetual Care CD	58,959.31	$846.75	$1,195.62	58,610.44
Drug/Asset Forfeiture	45.30	$0.00	$0.00	45.30
Special Park & Recreation	1,502.35	$402.80	$0.00	1,905.15
Library	5,600.49	$79,663.84	$64,270.72	20,993.61
Bond & Interest	122,745.99	$220,360.24	$35,209.38	307,896.85
Water	514,103.64	$215,960.47	$224,838.10	505,226.01
Storm Water	22,634.21	$5,734.90	$3,766.80	24,602.31
Wastewater	203,723.62	$122,829.49	$87,756.14	238,796.97
Gas	357,962.41	$687,552.46	$577,871.36	467,643.51
Refuse	58,308.59	$48,347.68	$41,503.65	65,152.62
Special Street & Highway	82,218.64	$14,513.35	$0.00	96,731.99
Sales Tax Revenue Fund	0.00	$0.00	$0.00	0.00
Water & Sewer Reserve	962,999.90	$51,000.00	$420.73	1,013,579.17
Risk Management Reserve Fund	75,000.00	$0.00	$0.00	75,000.00
Gas Reserve	508,642.00	$3,000.00	$0.00	511,642.00
Storm Water Reserve	93,760.00	$3,750.00	$0.00	97,510.00
Grants Fund	24,568.00	$0.00	$0.00	24,568.00
City Equipment Fund	635,849.58	$163,445.00	$29,425.89	769,868.69
Capital Improvement Fund	786,354.78	$101,250.00	$40,300.00	847,304.78
Opioid Settlement Fund	16,115.76	$0.00	$630.85	15,484.91
Temporary Notes Fund - Series 2023	108,828.18	$0.00	$0.00	108,828.18
Wastewater Plant Upgrade 2025	0.00	$9,744.91	$0.00	9,744.91
Insurance Proceeds Fund	0.00	$0.00	$0.00	0.00
Halstead Land Bank	25,162.00	$0.00	$0.00	25,162.00
Total Cash all Funds	$5,965,099.62	$3,160,382.35	$2,248,457.59	$6,877,024.38
Less Investment Funds	-58,959.31			-58,610.44
Less Investment Funds	-368,979.31			-368,979.31
Total Funds Cash less Investment Funds =	**$5,537,161.00**			**$6,449,434.63**

CITY INVESTMENTS

General Fund Idle Funds - Certificate of Deposit at The Halstead Bank	$368,979.31
Cemetery Perpetual Care Fund - Certificate of Deposit at The Halstead Bank	58,610.44
Total Investments	**$427,589.75**
TOTAL ALL CASH AND INVESTMENTS =	**$6,877,024.38**

LIABILITIES AND OBLIGATIONS

General Obligation	
G. O. Refunding Bonds, Series 2012, Maturity 10/1/2029 *(Industrial Park/C. Meadows/Flood Control/Golf/Pool)*	$410,000.00
G. O. Refunding Bonds, Series 2016, Maturity 10/1/2030 *(Refund majority of Series 2010 Bond)*	$560,000.00
G. O. Bonds, Series 2018, Maturity 09/01/2033 *(Cedar Meadows 2nd Improvements - 1400 Block Main St)*	$135,000.00
G. O. Temporary Notes, Series 2023 A, Maturity 12/01/26 *(Cedar Meadows 2nd Improvements - Main/Stutzman)*	$2,050,000.00
G.O. Taxable Bonds, Series 2023, Maturity 10/01/2038 *(Purchase of Thibault Property)*	$675,000.00
State Revolving Loans	
City Utility Low-Interest Loan Program, Maturity 3/1/2031	$691,761.18
Other	
None	$0.00
Total Liabilities and Obligations	**$4,521,761.18**

Signed: _____

Jan Smith, City Treasurer

Harvey County Economic Development
Collaborative • Global • Growth

500 N Main, Suite 109
Newton, Kansas 67114
316-283-6033 Office
316-283-8732 Fax
Info@HarveyCoEDC.org
www.HarveyCoEDC.org

April 10, 2026

Mayor Gary Faelber
City of Halstead
303 Main St.
Halstead, KS 671

Dear Mayor Faelber:

It is that time of year again to appoint or re-appoint board members to the Harvey County Economic Development. Our records indicate Dennis Travis, a representative for the City of Halstead, will complete their term on April 30, 2026.

Please indicate on the enclosed sheet whom you wish to appoint (or re-appoint) to the EDC board. The appointment will officially start with the EDC's board meeting on May 27.

If you have any questions or need additional information, please do not hesitate to call. Thank you for supporting the Harvey County Economic Development Council, Inc.

Sincerely,

Beth Shelton

Beth Shelton

Executive Director

Harvey County Economic Development

Cc: Ethan Reimer

Harvey County Economic Development
Board Appointment Ballot

Individual currently appointed as a Halstead Representative:
Dennis Travis

Individual appointed to serve as Representative beginning May 2026:
Tessa Wendling

Appointment Expiring:

(Check one)

- ☐ April 2027
- ☒ April 2028
- ☐ April 2029
- ☐ April 2030

Signed: _____

Date: _____

Please Return To:

Harvey County Economic Development
500 N. Main, Suite 109
Newton, KS 67114

AGENDA ITEM: F1 & F2

CITY COUNCIL AGENDA REPORT

Meeting Date:	April 15, 2026
City Department:	Governing Body/Administration
Prepared By:	Ethan Reimer, City Manager
Agenda Title:	KDOT Innovative Tech Grant Agreement/PEC Master . . .

RECOMMENDED ACTIONS (2)

1. Motion to approve the KDOT Innovative Technology Grant Contract between KDOT and the City of Halstead and authorize staff signatures to execute the document as required.
2. Motion to approve the Master Services Agreement between PEC and the City of Halstead and authorize staff signatures to execute the document as required.

BACKGROUND

The City of Halstead put in a grant application with the Kansas Department of Transportation (KDOT) Innovative Technology Program. This program is part of the Eisenhower Legacy Transportation Program (IKE) and provides financial assistance to partners for innovative technology projects that improve safety, leverage state funds to increase total technology investment and help both rural and urban areas of the state improve the transportation system. A minimum 25% match is required for projects from the local applicants.

CONSIDERATIONS

Our original application was a joint one with the City of Sedgwick, with Professional Engineering Consultants (PEC) consulting on a project that would utilize new technology to develop an up-to-date street inventory and evaluation of current conditions of streets which in turn would be used to develop a multi-year plan for maintenance investments for the roads as well as a GIS inventory and map of our streets, street signage, and storm water system. In Halstead's case, the city will be looking at obtaining new GIS hardware that could also be utilized in developing further maps and inventories of all our utility systems although this project's scope would be limited to the noted components above. Halstead's direct estimated costs were around $68,000 (local match of around $17,000) while the total project for both cities was around $105,000. The city was informed that our project and application had been awarded funding in July of 2025.

Since the notice of award, the city has been waiting for the grant agreement from KDOT, which just recently was received, and will need approved to move forward with the grant and project. Related to this project, a Master Services Agreement (MSA) with Professional Engineering Consultants (PEC) is also on the agenda and would establish the relationship for the project, as well as potential future projects, with PEC. PEC helped with the initial estimates and scoping related to the project for the application and has done similar projects. Both agreements have been provided to the City Attorney to review and provide comments as they might deem appropriate. Staff recommend approval of both agreements.

FISCAL IMPACT/FUNDING SOURCE

Matching funds could most likely come from the City Equipment Fund or the Capital Improvement Fund. With the potential for 75% of the project to be covered, this program offers an opportunity for the city to offset needed technology that could be utilized beyond the initial project as well as develop a plan for continued maintenance of city streets which could save the city money in the long-term on those efforts. As it has been over a year since original project estimates and then 6+ months from the time of

the award announcement, it is possible the project will be higher than those original estimates used for the grant application. Staff have been in conversations with KDOT about these potential increases due to the delays beyond the city's control and it sounds that any increases might be able to be covered with the same expectation that the city has the 25% matching local funds of any updated totals. The city would not have a formal answer to that question until such time as the final costs were known and further communication with KDOT was held at that point.

City Manager Approval Date: 4/10/26 City Attorney Review Date: *Pending*

Attachments (*listed as included in packet*):

1. KDOT Innovative Technology Grant Contract
2. Master Services Agreement with PEC

PROJECT NO. U-2580-01
INNOVATIVE TECHNOLOGY PROGRAM
THE CITY OF HALSTEAD, KANSAS

CONTRACT

This Grant Contract ("Contract") is by and between the **Secretary of Transportation** (the "Secretary"), Kansas Department of Transportation ("KDOT"), and the **City of Halstead, Kansas** ("Recipient"), collectively referred to as the "Parties."

RECITALS:

A. As authorized by the Kansas Legislature through K.S.A. § 68-2314c(h) and K.S.A. § 75-5093, the Secretary has developed an Innovative Technology Grant Program ("Program") under the Eisenhower Legacy Transportation Program.

B. The Program provides financial assistance to eligible applicants for eligible innovative technology projects ("Eligible Projects") that improve safety, increase total technology investment, and help both rural and urban areas of the state improve the transportation system.

C. The Recipient desires to participate in the Program and has submitted an application to the Secretary to participate in the Program and receive financial assistance for an innovative technology project.

D. The Secretary has determined the Recipient meets the Program's eligibility requirements and desires to grant an Award of Program funds to the Recipient to administer the Program in accordance with federal, state, and local laws and guidelines promulgated thereunder, in addition to the provisions found in and incorporated into this Contract.

E. The Secretary and the Recipient are empowered by the laws of Kansas to enter into agreements for the construction of transportation projects in the state of Kansas.

F. Cities and counties are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, in order to be eligible for such state aid, such work is required to be done in accordance with the laws of Kansas.

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

ARTICLE I: DEFINITIONS

The following terms as used in this Contract have the designated meanings:

1. "**Contract**" means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.

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2. "**Construction**" means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building, or highway; any drainage, dredging, excavation, grading, or similar work upon real property.

3. "**Construction Contingency Items**" means unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

4. "**Construction Engineering**" means inspection services, material testing, engineering consultation, and other reengineering activities required during Construction of the Project.

5. "**Consultant**" means any engineering firm or other entity retained to perform services for the Project.

6. "**Contractor**" means the entity awarded the construction contract for the Project, if applicable, and any subcontractors working for the Contractor with respect to the Project.

7. "**Design Plans**" means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Contract.

8. "**Effective Date**" means the date this Contract is signed by the Secretary or the Secretary's designee.

9. "**Encroachment**" means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.

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

11. "**Final Report**" means a summary prepared by the Recipient describing Project deployment and expected outcomes, which the Recipient shall submit to the Secretary no later than six months following completion of the project.

12. "**Innovative Technology Grant Program**" or "**Program**" means the grant program as described in K.S.A. § 68-2314c(h), which provides funding for eligible multimodal transportation-related innovative technology projects in accordance with K.S.A. § 75-5093, and amendments thereto, that meet an important transportation need such as improving safety, access, and/or mobility while increasing the state's total technology investment in rural and urban areas of the state.

13. "**Inspector**" means an individual who is a Licensed Professional Engineer or is supervised by a Licensed Professional Engineer; is provided by the Recipient to observe the work performed and test the materials used in an approved project according to its plans and contract documents;

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and has successfully completed KDOT's certified inspector training appropriate for the work being inspected.

14. "**KDOT**" means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

15. "**Licensed Professional Engineer**" means a person licensed as a professional engineer by the state board of technical professions pursuant to K.S.A. § 74-7001, *et seq*., and amendments thereto.

16. "**MUTCD**" means the latest version of the Manual on Uniform Traffic Control Devices as adopted by the Secretary.

17. "**Non-Participating Costs**" means the costs of any items or services which the Secretary, acting on the Secretary's own behalf, reasonably determines are not an integral part of the Project.

18. "**Participating Costs**" means expenditures for items and/or services that are (1) an integral part of the Project, as reasonably determined by the Secretary, and; (2) eligible for reimbursement by the Secretary using Program funds.

19. "**Parties**" means the Secretary of Transportation and KDOT, individually and collectively, and the Recipient.

20. "**Preliminary Engineering**" or "**PE**" means the necessary and integral Project pre-construction activities and/or services which include, but are not limited to, the preparation of Design Plans and other such work and/or services necessary for and integral to the Project before the Recipient Lets or Constructs the Project. Such activities and/or services may be performed by the Recipient but are generally performed by a consulting engineering firm.

21. "**Procurement**" means the purchase of items necessary for the Project in accordance with all applicable federal, state, and local requirements.

22. "**Project**" means the endeavor undertaken by the Recipient that is the subject of this Contract being: The completion of a street inventory and pavement condition evaluation for the purpose of making recommendations for maintenance of city-owned streets; a traffic signs inventory and condition assessment of city-owned signs; an inventory and condition assessment of the city's stormwater system, and implementing an online streets management system for and in the City of Halstead, Kanas. Additional details about Project's limits, activities, and costs are set forth in the "**Project Details Attachment**," which is attached to and incorporated into this Contract by this reference.

23. "**Project Application**" means the Recipient's Innovative Technology Program Application for Program funds, which includes additional project details, which is incorporated into this Contract by this reference.

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24. "**Project Completion Date**" means the date by which the Project shall be completed. The Project Completion Date shall be December 31, 2027.

25. "**Project Limits**" means that area of within the City of Halstead, Kansas Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the "**Project Details Attachment**," which is attached to and made a part of this Contract by this reference.

26. "**Recipient**" means the City of Halstead, Kansas, with its principal place of business located at 303 Main St., Halstead, KS 67056.

27. "**Right of Way**" means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.

28. "**Secretary**" means the Secretary of Transportation of the State of Kansas, the Secretary's successors and assigns, and KDOT, individually and collectively.

29. "**Utilities**" or "**Utility**" means all privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electrical, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II: FUNDING

1. **Funding**. The Parties agree costs and contributions are estimates to be used for encumbrance purposes and may be subject to change.

The total estimated Project cost is $67,250.00, and shall be apportioned as follows:

Secretary Share: $50,250.00.

Recipient Share: $17,000.00.

ARTICLE III: SECRETARY'S RESPONSIBILITIES

1. **Reimbursement Payments**. The Secretary will make partial payments to the Recipient for amounts not less than $1,000.00 and no more frequently than monthly only after receipt of proper billing from the Recipient, and if the Project involves Construction, approval by a Licensed Professional Engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, employed by the Recipient that the Project is being constructed within substantial compliance of the Design Plans and the Project Application.

2. **Technical Assistance**. The Secretary will provide the Recipient, upon request, with technical advice and assistance regarding the Project.

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ARTICLE IV: RECIPIENT'S RESPONSIBILITIES

1. **Accountability for Funds**.

a. Cost Accounting. Upon request by the Secretary, and in order to enable the Secretary to report all costs of the Project to the legislature, the Recipient shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the Recipient to any party outside of the Secretary and all costs incurred by the Recipient not to be reimbursed by the Secretary for any phase or any other major expense associated with the Project.

b. Project Audits. The Recipient shall participate and cooperate with the Secretary in any audit of the Project. The Recipient shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Contract. If any such audits reveal payments have been made with state funds by the Recipient for items considered Non-Participating Costs, the Recipient shall promptly reimburse the Secretary for such items upon notification by the Secretary.

c. Retention of Records. The Recipient shall maintain accounting records and other evidence pertaining to the costs incurred and make the records available at its office at all reasonable times during the period of Contract performance and for five (5) years thereafter. Such accounting records and other evidence pertaining to the costs incurred shall be made available for inspection by the Secretary or the Secretary's authorized representatives, and copies thereof shall be furnished if requested.

d. Cancellation by Recipient. If the Recipient cancels the Project, it shall reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The Recipient agrees to reimburse the Secretary within thirty (30) days after receipt by the Recipient of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

2. **Authority**. By signing this Contract, the Recipient certifies that the signatory has legal and actual authority as representative and agent for the Recipient to enter into this Contract. The Recipient shall take any administrative, legal, or other steps necessary to give full effect to the terms of this Contract.

3. **Authorization to Secure Benefits of State Funding**. The Recipient authorizes the Secretary to take such steps as deemed necessary or advisable by the Secretary to secure the benefits of state aid for this Project.

4. **Compliance with Federal and State Laws**. The Recipient shall comply with all applicable state and federal laws and regulations applicable to this Project.

5. **Contracting by Recipient**. If the Project involves Construction, the following provisions shall apply:

a. Consultant Contract Language. The Recipient shall include language requiring conformity

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with subsection (a)(iv) of Article IV, paragraph 7 in all contracts between the Recipient and any Consultant with whom the Recipient has contracted to perform services for the Project. In addition, any contract between the Recipient and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Contract must contain language requiring conformity with subsection (a)(iv) of Article IV, paragraph 7. In addition, any contract between the Recipient and any Consultant with whom the Recipient has contracted to prepare and certify Design Plans for the Project covered by this Contract must also contain the following provisions:

i. Completion of Design. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

ii. Progress Reports. Language requiring the Consultant to submit to the Recipient (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

iii. Third-Party Beneficiary. Language making the Secretary a third-party beneficiary in the agreement between the Recipient and the Consultant. Such language shall read:

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

b. Performance Bond. The Recipient shall require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

c. Sworn Statements of Third Parties. The Recipient shall require each third party it has retained for the Project to certify it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Project. The sworn statement shall be in the form of an affidavit and shall be sworn to before a person who is authorized by the laws of Kansas to administer oaths. The original of the sworn statement shall be filed with the Recipient when the proposal is submitted, a copy of which the Recipient shall submit to the Secretary upon the Secretary's request.

d. Third-Party Indemnification. The Recipient shall require all third parties the Recipient retains for the Project that are not a party to this Contract to indemnify, hold harmless, and save the Secretary and the Recipient from all claims including, but not limited to, personal injury and property damage claims, arising out of the act of omission of any third party the Recipient retains

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for the project, their agents, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the Recipient defends a third party's claim, the third party, as the case may be, shall indemnify the Secretary and the Recipient for damages paid to the third party and all related expenses either the Secretary, the Recipient, or both incur in defending the claim.

6. **Inspections by Secretary; Corrective Work**. Representatives of the Secretary may make periodic inspections of the Project and the records of the Recipient as may be deemed necessary or desirable. The Recipient shall direct or cause its Contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of state participation. The Secretary does not undertake (for the benefit of the Recipient, the Contractor, the Consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the Contractor's errors, omissions, or deviations from the Project Application and, if applicable, the Design Plans.

7. **Design Provisions**.

a. If the Project involves Construction, the following provisions apply:

i. Preparation and Completion of Design Plans. The Recipient shall prepare or have prepared Design Plans for the Project, which shall comply with the Board of Technical Professions requirements and be completed no later than the Project schedule's due dates as set by the Secretary, exclusive of uncontrolled delays.

ii. Submission of Plans to Secretary. The Recipient shall submit to the Secretary a complete copy of the Design Plans for the Project by a Licensed Professional Engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, attesting to the conformity of the Design Plans with subsection (a)(iv) of Article IV, paragraph 7 If applicable, the Design Plans shall be signed and sealed by the Licensed Professional Engineer, licensed professional architect, and/or licensed landscape architect, as applicable, responsible for preparation of the Design Plans. Geological investigations or studies shall be signed and sealed by either a licensed geologist or Licensed Professional Engineer who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing, certification, and other requirements as stated in K.S.A. § 74-7001, *et seq*.

iii. Responsibility for Adequacy of Design. The Recipient shall be responsible for and require any Consultant the Recipient retains for the Project to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the Recipient's or any of the Recipient's Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the Recipient, any other political subdivision, or the traveling public. The Secretary makes no representation or any express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any

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other work performed by the Consultant or the Recipient.

iv. Conformity of Plans. The Recipient shall accurately and adequately design and construct or have the Project accurately and adequately designed and constructed, in conformity with federal, state, and local laws and design criteria appropriate for the Project. The Secretary makes no representation or any express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed for the Project by or for the Recipient.

v. Retention of Design Plans. The Recipient shall maintain a complete set of reproducible Design Plans, as-built prints, approved shop drawings, and structural materials certification for five (5) years after the Project's completion. The Recipient shall make such reproducible prints, drawings, and certifications available for inspection by the Secretary upon the Secretary's request. The Recipient shall provide access to or copies of all the above-mentioned documents to the Secretary.

vi. Project Testing and Deployment. The Recipient shall test and deploy the Project in accordance with the Project Application and, if applicable, the Design Plans.

b. If the Project involves software or technology infrastructure, such software or technology infrastructure shall be designed by a certified professional.

8. **Funding Terms and Conditions**.

a. Procurement. If the Project involves Procurement, the following provisions apply:

i. Methods of Procurement. The Recipient shall procure services and items including, but not limited to, any equipment and materials that are necessary to complete the Project in accordance with documented procurement methods of either the Recipient or the Secretary.

ii. Procurement of Items and Services. The Recipient shall procure all items and services necessary to complete the Project in accordance with the Project Application and Design Plans. The Recipient shall submit to the Secretary one (1) invoice showing the quantity and type of each item and/or service procured for the Project.

iii. Procurement Documentation. The Recipient shall separately list and itemize all Participating Cost procurement items and/or services from the Non-Participating procurement items and/or services on the Final Design Plans and procurement documents.

iv. Itemization of Participating Costs. The Recipient shall submit to the Secretary an itemized list of all Participating Cost items and/or services to be used in the Project. If the Recipient submits an incomplete list of all Participating Cost items and/or services to be used for the Project, the incomplete list will be returned to the Recipient which may result in a delay of reimbursement payments to the Recipient.

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b. Reimbursement Payments. Reimbursement payments made to the Recipient by the Secretary shall only be made after receipt of proper billing and approval by the Recipient that the Project is in substantial compliance with the Project Application, and if the Project involves Construction, a Licensed Professional Engineer, a licensed professional architect, and/or licensed landscape architect, employed by the Recipient that the Project is being constructed within substantial compliance of the Design Plans and Project Application.

c. Payment of Consultants and Contractors. The Recipient shall remit all payments due to each party the Recipient retains for the purpose of completing the Project which includes, but is not limited to, Consultants and Contractors, the portion of cost borne by the Secretary, in a timely manner upon the Recipient's receipt of invoices itemizing all expenses for which payment is due.

d. Repayment. If the Project involves procurement of equipment, the Recipient acknowledges and warrants equipment purchased under this Contract shall be used in accordance with the Project scope detailed in the Project Application. If the equipment is not being used during its customary useful life under industry standards or not in accordance with the Project scope, the Recipient shall reimburse the Secretary for the cost of such equipment less any depreciation value. The Recipient shall make payment within thirty (30) days after receiving notice from the Secretary for reimbursement of the purchase cost minus depreciation.

e. Prior Costs Incurred. The Recipient shall be responsible for one hundred percent (100%) of any Project costs incurred by the Recipient for the Project prior to the funding for the Project being authorized, obligated, and approved by the Secretary.

9. **Incorporation of Project Application**. The Recipient shall undertake and complete the Project in conformance with the Project Application, which is incorporated into this Contract by this reference, and in accordance with the terms and conditions of this Contract.

10. **Indemnification by Recipient**. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the Recipient shall defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Contract by the Recipient, the Recipient's agents, employees, or subcontractors. The Recipient shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

11. **Inspections**. If the Project involves Construction, the Recipient is responsible for providing Construction Engineering for the Project in accordance with any applicable state and local rules and guidelines and the following provisions apply.

a. By Recipient Personnel. Recipient personnel who are fully qualified to perform the inspection services in a competent and professional manner may be utilized by the Recipient to inspect the Project, in which case the Recipient shall provide the Secretary with a list of such personnel who will act as the assigned inspectors and their certifications.

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b. By a Consultant. If the Recipient does not have sufficient qualified engineering employees to accomplish the Construction Engineering on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary services. The Consultant retained must represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers (K.S.A. § 74-7021), the FHWA and all federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications.

c. Protective Clothing. The Recipient shall require at a minimum all Recipient personnel and all Consultant personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the Recipient executes an agreement for Construction Engineering, the agreement shall contain this requirement as a minimum. The Recipient may set additional clothing requirements for adequate visibility of personnel.

12. **Insurance**. If the Project involves Construction, the Recipient shall require the Contractor to obtain insurance only from insurers authorized to transact insurance business in Kansas as an authorized, admitted insurer. If the Contractor is unable to obtain an admitted insurer under K.S.A. § 40-214, the Recipient shall request the Secretary's permission to allow the Contractor to use a non-admitted insurer authorized to write excess surplus lines coverage under K.S.A. § 40-246e. In such cases, the Contractor must be prepared to demonstrate to the Secretary and the Kansas Insurance Commission why the Contractor was unable to use an admitted carrier as required by State statute. The Recipient shall require the Contractor to use only forms that the Kansas Insurance Commission has approved unless the Secretary has given permission to use a non-admitted insurer under K.S.A. § 40-246e. The Contractor must include any endorsements that the Kansas Insurance Commission requires. In addition, the Recipient shall require the Contractor to comply with the following insurance provisions:

a. "Commercial General Liability" insurance in an amount of a minimum of $1,000,000.00 each occurrence, $2,000,000.00 aggregate for bodily injury and property damage combined, and $2,000,000.00 aggregate for products and completed operations. At a minimum, the Commercial General Liability Policy shall contain the following coverages:

i. Premises and operations;

ii. XCU (explosion, collapse, and underground hazards);

iii. Products and completed operations; and

iv. Contractual liability (for Contractor's indemnification obligations).

b. "Automobile Liability" insurance in an amount at a minimum of $1,000,000.00 each occurrence for bodily injury and property damage combined and that covers owned, hired, and non-owned vehicles.

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c. "Workers' Compensation" and "Employer's Liability" insurance that complies with K.S.A. § 44-532, related statutes, and amendments thereto.

d. At the KDOT Project monitor's request, the Recipient shall provide copies of the Contractor's insurance policies and certificates of insurance showing the Contractor carries insurance in the amounts and types required and showing the effective and expiration dates of such insurance. The certificates shall provide that the insurance company endeavors to give the Recipient thirty (30) days' notice of policy cancellation, policy non-renewal, or a material change in the policy.

13. **Letting and Administration by Recipient**. If the Project involves Construction, the Recipient shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The Recipient further agrees to administer the Construction of the Project in accordance with the Design Plans, and the current version of the Recipient's currently approved procedures, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.

14. **Project Documents**.

a. Seals and Signatures. If applicable, the Recipient shall comply with all federal, state, and local laws and regulations governing the requirements for the sealing and signing of Project documents in accordance with K.A.R. 66-6-1.

b. Reports. The Recipient shall submit to the Secretary a Final Report, which shall include a summary of Project deployment and expected outcomes, no later than six (6) months following completion of the Project.

15. **Responsibilities Upon Project Completion**. If the Project involves Construction, the following provision applies:

a. Maintenance, Inspections, and Repairs. When the Project is completed, the Recipient shall, at its own cost and expense, maintain, inspect, and make necessary repairs of the Project and make ample provision each year for the same. Project maintenance includes, but is not limited to, snow removal. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the Recipient shall begin the necessary repairs within a reasonable time not to exceed thirty (30) days and prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of the Recipient's duties and obligations to maintain, inspect, and make necessary repairs to the Project.

16. **Right of Way**. If the Project involves any KDOT Right of Way, all Right of Way provided for the Project shall be used solely for public street purposes. Any disposal of or change in the use of Right of Way or in access after Construction of the Project shall require prior written approval by the Secretary.

17. **Traffic Control**. If the Project involves Construction, the Recipient agrees to the following

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with regard to traffic control for the Project:

a. Temporary Traffic Control. The Recipient shall provide a temporary traffic control plan within the Design Plans, which includes the Recipient's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The Recipient's temporary traffic control plan must be in conformity with the latest version of the MUTCD, as adopted by the Secretary, and be in compliance with the American with Disabilities Act of 1990 (ADA) as amended by the ADA Amendments Act of 2008, implementing regulations at 28 C.F.R. Part 35, and Federal Highway Administration (FHWA) rules, regulations, and guidance pertaining to the same.

b. Permanent Traffic Control. The location, form, and character of informational, regulatory, and warning signs of traffic signals, and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the MUTCD as adopted by the Secretary.

c. Parking Control. The Recipient shall control parking of vehicles within the Project Limits throughout the length of the Project covered by this Contract.

d. Traffic Movements. The arterial characteristics inherent in the Project shall be uniform in information and regulations to the end that traffic may be safely and expeditiously served. The Recipient shall adopt and enforce rules and regulations governing traffic movements deemed necessary and/or desirable by the Secretary.

18. **Utilities**. If the Project involves Construction, the Recipient shall be solely responsible for determining location of and relocating and/or adjusting utilities in an expeditious manner and, if applicable, certifying that all privately owned utilities are properly permitted.

ARTICLE V: GENERAL PROVISIONS

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

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

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

4. **Cash Basis and Kansas Budget Laws**. Nothing in this Contract is intended to violate the provisions of the Kansas Cash Basis Law (K.S.A. § 10-1100, *et seq*.) and the Kansas Budget Law (K.S.A. § 79-2935, *et seq*.) and at all times should be construed and interpreted so as to ensure that the Recipient is at all times in compliance with such laws.

5. **Certification of Procurement**. The Recipient shall comply with the "**Certification of Company Not Currently Engaged in The Procurement or Obtainment of Certain**

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Equipment, Services, or Systems," which is attached to and made a part of this Contract.

6. **Certification Regarding No Boycott of Israel**. If the total value of this Contract exceeds $100,000.00, a "**Certification of Company Not Currently Engaged in a Boycott of Goods or Services from Israel**" shall be attached to and incorporated into this Contract.

7. **Certification Regarding Sexual Harassment**. If the Recipient is not a local public authority, the Recipient shall comply with Executive Order 18-04 (February 5, 2018), by signing the "**Policy Regarding Sexual Harassment Attachment**," which shall be attached to and incorporated into this Contract by this reference.

8. **Civil Rights Act**. The "**Civil Rights Act Attachment**" pertaining to the implementation of the Civil Rights Act of 1964, is attached to and incorporated into this Contract by this reference.

9. **Compliance with Federal and State Laws**. The Recipient shall comply with all applicable state and federal laws and regulations. The Recipient represents and warrants that any Contractor and/or Consultant performing any services on the Project shall also comply with all applicable state and federal laws and regulations.

10. **Confidentiality**. Documents and information pertaining to this Contract shall not be disclosed to any third person or entity not a Party to this Contract unless required to do so pursuant to the Kansas Open Records Act (KORA) K.S.A. § 45-215, *et seq*. or by order of court or subpoena.

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

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

13. **Debarment of State Contractors**. Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Contract may be barred for up to a period of three (3) years, pursuant to K.S.A. § 75-37,103, or have its work evaluated for pre-qualification purposes. Contractors retained by the Recipient for the Project shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or shall perform work under this Contract that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense for obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. An individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 % or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in a breach of this Contract for cause.

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14. **Entire Agreement**. This Contract, with all attached documents listed in the Index of Attachments, expresses the entire agreement between the Parties with respect to the Project. No representations, promises, or warranties have been made by the Parties that are not fully expressed or incorporated by reference in this Contract.

15. **Headings**. All headings in this Contract have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

16. **Incorporation of Design Plans**. The final Design Plans for the Project are made a part of this Contract by this reference.

17. **Independent Contractor Relationship**. The relationship of the Secretary and the Recipient shall be that of an independent contractor, and nothing in this Contract shall be construed to create a partnership, joint venture, or employee-employer relationship. The Recipient is not the agent of the Secretary and is not authorized to make any representation, contract, or commitment on behalf of the Secretary. It is expressly understood that any individual performing services under this Contract on behalf of the Recipient shall not be deemed to be an employee or independent contractor of the Secretary, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from the Secretary. The Recipient shall be solely responsible for the reporting and payment of income, social security, and other employment taxes due to the proper taxing authorities with respect to such personnel. The Recipient shall indemnify, defend and hold harmless the Secretary and its directors, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security, and other employment taxes and the provision of employee benefits (including but not limited to workers' compensation, unemployment insurance, and health insurance coverage or assessable payments required under state or federal laws) with respect to such individual performing services under this Contract on behalf of the Recipient. This provision shall survive the expiration or termination of this Contract.

18. **Industry Standards**. Where not otherwise provided in this Contract, materials or work called for in this Contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all applicable federal, state, and local laws and rules and regulations promulgated thereunder.

19. **K.S.A. § 46-239(c) Certification**. If the Recipient is not a local public authority, the Recipient shall certify its compliance with K.S.A. § 46-239(c) by signing the "**Certification of Compliance with K.S.A. § 46-239(c) Attachment**," which shall be attached to and incorporated into this Contract by this reference.

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

21. **Nondiscrimination and Workplace Safety**. The Recipient shall comply with all federal,

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state, and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules, or regulations may result in termination of this Contract

22. **Notices**. Any notice required or submitted under this Contract shall be deemed given if personally delivered or mailed by registered or certified mail, return receipt requested and postage prepaid, to the following addresses of the Parties or such other addresses as either party shall from time to time designate by written notice. Any notice required or submitted under this Contract shall be deemed given if personally delivered or mailed by registered or certified mail, return receipt requested and postage prepaid, to the following addresses of the Parties or such other addresses as either party shall from time to time designate by written notice.

The Secretary:
Kansas Department of Transportation
Attn: Mitch Sothers
Bureau of Innovative Technologies
700 SW Harrison Street, 2nd floor
Topeka, KS 66603-3754

The Recipient:
The City of Halstead, Kansas
Attn: City Manager
303 Main St.
Halstead, KS 67056

23. **Prohibition of Certain Technologies**. The Recipient shall comply with 2 C.F.R. § 200.216 and 2 C.F.R. § 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

24. **Project Modifications**. The Recipient shall send formal notice and request for approval to the Secretary for changes to the Project that include, but are not limited to, the following:

a. Fiscal Year the Project is to be awarded.

b. Project description.

c. Project scope.

d. Project Completion Date.

e. Project funding.

Any changes in the plans and specifications during deployment shall require the Secretary's written approval.

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

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

27. **Technical Advice and Assistance; Limitations**. Technical advice, assistance, or both, provided by the Secretary under this Contract shall not be construed as an undertaking by the Secretary of the duties of the Recipient or any other individual or entity, or the duties of any Consultant, Contractor, Licensed Professional Engineer, or Inspector hired by the Recipient.

28. **Termination**. If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Contract and for the payment of the charges hereunder, the Secretary may terminate this Contract at the end of its current Fiscal Year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Contract.

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

The Signature Page Immediately Follows This Paragraph.

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

Recipient: The City of Halstead, Kansas	Kansas Department of Transportation Secretary of Transportation
_____ Signature	_____ Greg M. Schieber, P.E. (Date) Deputy Secretary and State Transportation Engineer
_____ Printed Name	
_____ Title	
_____ Date	

Index of Attachments

☒Project Details Attachment
☒Certification of Company not Currently Engaged in the Procurement or Obtainment of Certain Equipment, Services, or Systems
☐Certification of Company not Currently Engaged in a Boycott of Goods or Services from Israel
☒Policy Regarding Sexual Harassment
☒Civil Rights Act Attachment
☒Contractual Provisions Attachment (Form DA-146a)
☒Certification of Compliance with K.S.A. § 46-239(c) Attachment

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PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Street System Inventory, Condition Assessment, and Online Management System
November 2024

Project will consist of developing a comprehensive local street system management platform including:

- completing a street inventory and pavement condition evaluation for all city-owned streets, and making recommendations for street maintenance
- completing a traffic signs inventory and condition assessment for all city-owned signs
- completing an inventory and condition assessment of the city's stormwater system, which impacts the street network via drainage / ponding
- implementing an online streets management system

Inventories of the City's street system (include streets, stormwater infrastructure (e.g., inlets, etc.), and traffic signs will be completed. The street system inventory will be developed via digitizing aerial photos, the stormwater system (inlets, outlets, manholes, culverts and pipes) will be collected using a GPS unit. Traffic signs and pavement condition information will be collected via a GoPro camera mounted on a vehicle driving at speed. The video will be sent to an outside vendor to process the video using a calibrated algorithm (e.g., artificial intelligence) to determine the condition rating based on the PASER (1-10) System.

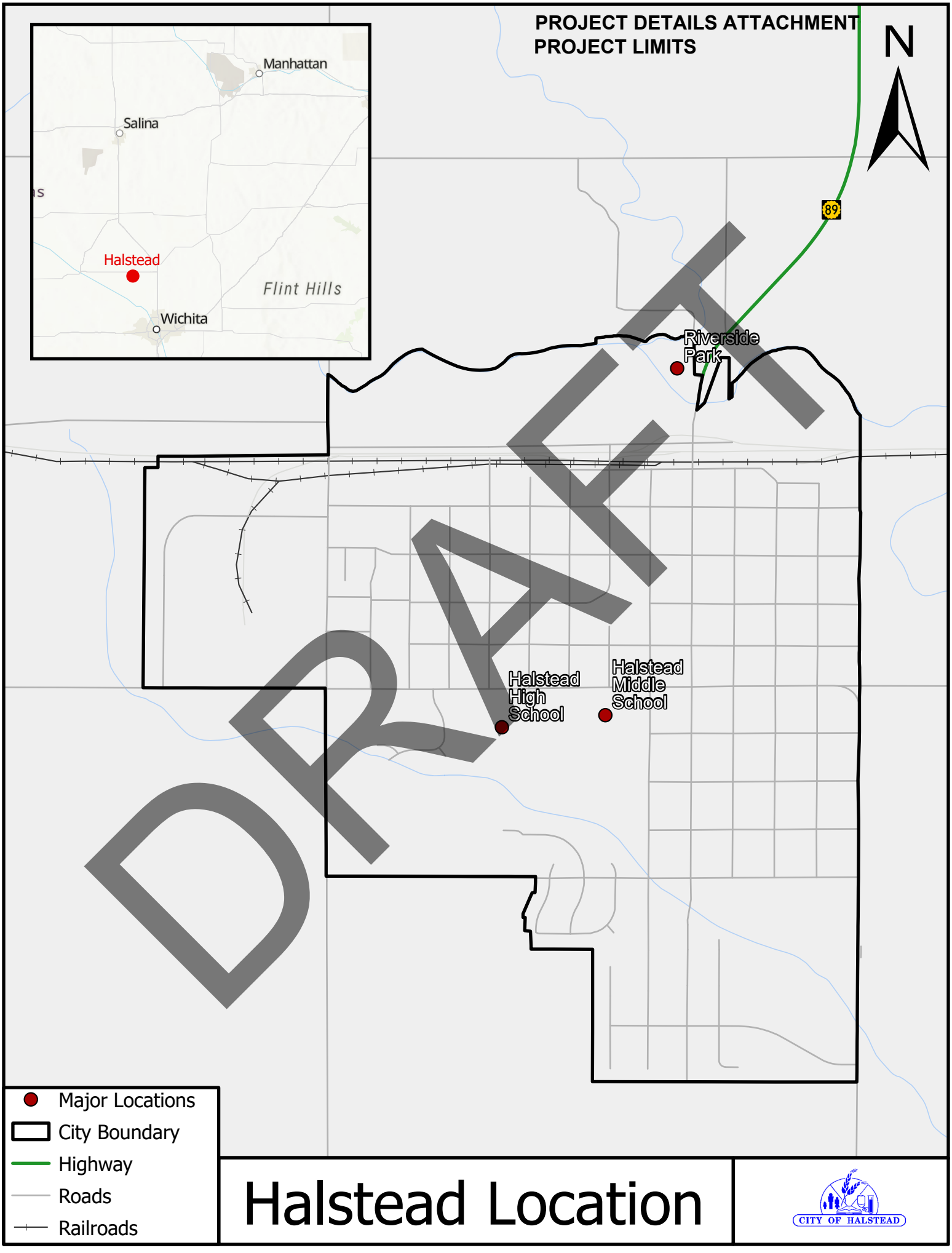
The inventories and condition information will be stored on GIS layers. Deliverables include a GIS Dashboard with interactive queries, a map display, and a quantity estimator and a summary report with recommendations for maintenance treatments (e.g., microsurfacing, crack sealing, chip seal,etc.) and associated cost estimates.

Once all the data has been collected and inventoried, it will be stored in a GIS system so that the city can proactively manage and take care of its local street system.

Specific services include:

- Create a GIS street layer (lines) for city street network including arterial, collector, and local streets, drawn at street centerlines, divided into one-block segments, and attributed with average dimensions.
- Create GIS layers of the stormwater network including culverts, inlets, outfalls, manholes,
- Create a GIS layer of the traffic signs, include data on condition and category
- Collect pavement condition on all city maintained streets using a GoPro mounted to a vehicle driving at speed
- Analyze collected condition data using PASER methodology
- Bring PASER ratings into the dashboard and finalize dashboard and layers
- In collaboration with client, develop prioritization criteria (including condition rating), maintenance recommendations, and planning level cost estimates.
- Create a GIS dashboard to include a quantity estimator, queries/bar charts, and other infographics. Provide staff training on the dashboard.
- Present the results and dashboard to the client

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PROJECT DETAILS ATTACHMENT
PROJECT LIMITS
N
Manhattan
Salina
Halstead
Flint Hills
Wichita
89
Riverside Park
Halstead High School
Halstead Middle School
DRAFT
Major Locations
City Boundary
Highway
Roads
Railroads
Halstead Location
CITY OF HALSTEAD

PROJECT DETAILS ATTACHMENT

OWNER: City of Halstead, KS
PROJECT: Street System Inventory, Condition Assessment, and Online Management System
PEC PROJECT NO: 241016-999
DATE: November 13, 2024

PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	COST
PLANNING LEVE ESTIMATE				
1	**Street Inventory and Assessment**	1	$ 21,000.00	$ 21,000.00
2	**Traffic Signs Inventory and Assessment ***	1	$ 4,000.00	$ 4,000.00
3	**Stormwater Inventory**	1	$ 15,500.00	$ 15,500.00
4	**5 - Year Maintenance Plan**	1	$ 12,000.00	$ 12,000.00
5	Hardware		$ -	$ -
6	**GPS Units**	2	$ 1,500.00	$ 3,000.00
7	**GPS Subscription ****	2	$ 1,500.00	$ 3,000.00
8	**Tablet**	2	$ 1,000.00	$ 2,000.00
9			$ -	$ -
10	Software		$ -	$ -
11	**GIS License - Administrator Level (1 year)**	1	$ 700.00	$ 700.00
12	**GIS License - Editor Level (1 year)**	2	$ 400.00	$ 800.00
13	**GIS License - Viewer Level (1 year)**	2	$ 125.00	$ 250.00
14	**GIS Set Up**	1	$ 5,000.00	$ 5,000.00
15			$ -	$ -
16			$ -	$ -
17			$ -	$ -
18			$ -	$ -
19			$ -	$ -
20			$ -	$ -
			TOTAL	$ 67,250.00

* includes line striping inventory & condition, pavement markings (symbols) inventory & condition
** 100 hours cm level (12 month expiration)

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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.

[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.

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

CONTRACTOR

_____	_____
Signature, Title	Date

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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.

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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

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KANSAS DEPARTMENT OF TRANSPORTATION

CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

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

CLARIFICATION

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

ASSURANCE APPENDIX A

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

1. **Compliance with Regulations**: The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment**: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. cancelling, terminating or suspending a contract, in whole or in part.

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

ASSURANCE APPENDIX E

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

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

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

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

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

3. **Termination Due to Lack of Funding Appropriation or Funding Source**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated or no longer exist to continue the function performed in this Contract and for the payment of the charges hereunder due to the loss of the funding source, the Contracting State Agency may terminate this Contract immediately or at the end of its current fiscal year. The Contracting State Agency agrees to give written notice of termination to the non-State Agency Contracting Party at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this Contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. The non-State Agency Contracting Party shall have the right, at the end of such fiscal year, to take possession of any equipment provided to the Contracting State Agency under the contract. The Contracting State Agency will pay to the non-State Agency Contracting Party all regular contractual payments incurred prior to the period of notification or through the end of the fiscal year as determined by period of notification given by the Contracting State Agency, plus contractual charges incidental to the return of any such equipment. Upon termination of the Contract by the Contracting State Agency, title to any such equipment shall revert to the non-State Agency Contracting Party at the end of the Contracting State Agency's current fiscal year. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the Parties.

4. **Disclaimer of Liability**: No provision of this contract will be given effect that attempts to require the Contracting State Agency to defend, hold harmless, or indemnify any non-State Agency Contracting Party or third party for any acts or omissions. The liability of the Contracting State Agency is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

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

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

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

8. **Representative's Authority to Contract**: By signing this contract, the representative of the non-State Agency Contracting Party thereby represents that such person is duly authorized by the non-State Agency Contracting Party to execute this Contract on behalf of the non-State Agency Contracting Party and that the non-State Agency Contracting Party agrees to be bound by the provisions thereof.

9. **Responsibility for Taxes**: The Contracting State Agency shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Contract.

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

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

12. **The Eleventh Amendment**: The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the Contracting State Agency to reiterate that nothing related to this Contract shall be deemed a waiver of the Eleventh Amendment.

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

14. **Restricted Funding Source**: The non-State Agency Contracting Party acknowledges and understands the Contracting State Agency's share of the Contract's total, actual, and eligible costs may be funded through the receipt of or reimbursement through federal funds. The Contracting State Agency does not assume any liability in connection with the Contract's total, actual, and eligible costs which may be paid through the receipt of or reimbursement through federal funds. The non-State Agency Contracting Party shall reimburse the Contracting State Agency for any funds approved for this Contract and expended by the Contracting State Agency for which the Contracting State Agency is not reimbursed by the Federal Government or for which such funds are determined by the Federal Government to no longer be available to be used by the Contracting State Agency for said Contract.

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KANSAS DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF COMPLIANCE WITH K.S.A. 46-239(c) ATTACHMENT

Kansas law (K.S.A. 46-239(c)) requires the Kansas Department of Transportation to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The following certification must be filled in by the signator of this contract:

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member.

Legislator name _____

Business phone _____

Address (Street, City, State, Zip Code)

_____

_____

Purpose of Employment: _____

Method of determining compensation: _____

or

_____ No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

The signer understands that this certification is factual and reliable and is part of this transaction.

By: _____

Date: _____

Contract/
Project No:_____
(if applicable)

County:_____
(if applicable)

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January 30, 2026

Ethan Reimer
City Manager
City of Halstead
303 Main St.
Halstead, KS 67056

Reference: MASTER SERVICES AGREEMENT
Project Name: Halstead Engineering Services
PEC Project No. 257384-001

Professional Engineering Consultants, P.A. ("PEC") is pleased to provide professional services to City of Halstead ("Client") in accordance with this Master Services Agreement ("Agreement"). The specific services to be performed by PEC (the "Services") for any project subject to this Agreement (each a "Project") will be described in a written work order in the form of Exhibit A to this Agreement ("Work Order"). The parties' rights and obligations under this Agreement shall also be governed by the following terms and conditions.

Term; Conflicts. This Agreement will commence on the effective date and continue in effect for a period of 5 years. Thereafter, it shall automatically renew for successive 1-year periods unless terminated by either party upon 3 calendar days' written notice prior to the end of the then current term, or terminated earlier for cause. The parties agree that this Agreement, by itself, does not guarantee any future work, and neither party shall be obligated to execute any Work Order. With respect to any Work Order entered into prior to termination (except termination for cause), this Agreement shall continue in effect for the remaining term of the Work Order.

Each executed Work Order shall be incorporated into this Agreement reference. In the event of a conflict between this Agreement and a Work Order, the Work Order shall govern.

Performance. PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

Client Responsibilities. To enable PEC to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client's requirements as necessary for the orderly progress of the Services; (2) designate a person to act as Client's representative with authority to transmit instructions, receive instructions and information, and interpret and define Client's requirements and requests regarding the Services; (3) provide access to, and make all provisions for PEC to enter the Project site as required to perform the Services, including those provisions required to perform subsurface investigations such as, but not limited to, clearing of trees and vegetation, removal of fences or other obstructions, leveling the site, and providing access roadways to the site as needed; (4) site restoration and repair, as needed following field investigations; (5) establish and

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periodically update a Project budget, which shall include a contingency to cover additional services as may be required by changes in the Project; and (6) timely respond to requests for information and timely review and approve all design deliverables. PEC shall be entitled to rely on all information and services provided by Client.

Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

Payment. Invoices will be submitted periodically and are due and payable net 30 days from invoice date. Unpaid balances past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice, and any related attorneys' fees and collection costs. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay to the Project or damage to Client or any third-party resulting from such suspension.

Work Product. PEC is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by PEC in connection with the Services (the "Work Product"). PEC retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. Subject to the limitations set forth herein, PEC grants client a limited, non-exclusive, non-transferable license to reproduce and share the Work Product solely for Client's internal municipal purposes related to the Project. Except as expressly permitted above, the Work Product may not be reproduced or used by the Client, or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of PEC. Any unauthorized use of the Work Product shall be at the user's sole risk and Client shall indemnify PEC for any liability or legal exposure arising from such unauthorized use. To the extent PEC terminates this Agreement due to non-payment, Client shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

Unless otherwise agreed by Client and PEC, Client may rely upon Work Product only in paper copy ("hard copy") or unalterable digital files, with either wet or digital signature meeting the requirements of the governing licensing authority having jurisdiction over the Project. In all instances, the original hard copy of the Work Product takes precedence over electronic files. All electronic files furnished by PEC are furnished only for convenience, not reliance by Client, and any reliance on such electronic files will be at the Client's sole risk.

Insurance. Client and PEC agree to each maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC's negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

Supplemental Agreements. Changes in the Services may be accomplished after execution of this Agreement or any Work Order only by a written Supplemental Agreement signed by Client and PEC; changes in the Services will only be commenced after full execution of a Supplemental Agreement. For any change that increases PEC's cost of, or time required for performance of any part of the Services, PEC's compensation and time for performance will be equitably increased.

DRAFT

Differing, Concealed, or Unknown Conditions. If PEC encounters conditions in performance of the Services that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC, or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Project or Work Order, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken.

The nature and extent of subsurface condition variations across a Project site may not become evident until construction commences. PEC assumes no liability for site variations differing from those sampled, or concealed or unknown conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC's cost of, or time required for performance of any part of the Services, PEC's compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against PEC and (2) agrees to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees from all claims, including third-party claims resulting from differing, concealed, or unknown conditions.

Force Majeure. PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project owner, Client or third-parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

Construction Means; Safety. PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

Cost Estimates. Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

Termination. Both Client and PEC have the right to terminate this Agreement, any related Work Order or Supplemental Agreement for cause upon seven calendar days' written notice to the other party. Upon termination of this Agreement, or any related Work Order or Supplemental Agreement, PEC shall be entitled to payment for all Services performed and

DRAFT

expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs and damages attributable to such termination.

Environmental Hazards. Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, state or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

Betterment. PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of any Project.

Dispute Resolution. The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution. If the parties are unable to resolve the claim, Client and PEC agree to submit the claim (except PEC claims for nonpayment) to mediation prior to the initiation of any binding dispute resolution proceedings. The mediation will be held in Wichita, Kansas, and the parties will share the mediator's fees and expenses equally.

Jurisdiction; Venue; Governing Law. To the fullest extent permitted by law, Client and PEC stipulate that the Eighteenth Judicial District, District Court, Sedgwick County, Kansas is the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project or the Services. Client and PEC further agree that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Kansas without regard to its conflicts of laws principles.

Indemnity. To the fullest extent permitted by law, Client and PEC each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or any person or entity for whom the indemnifying party is legally responsible.

Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of PEC and PEC's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed two (2) times PEC's total fee under the applicable Work Order. In no event will PEC be liable for any indirect, incidental, special or consequential

DRAFT

damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

Assignment. Neither Client nor PEC will assign any rights, duties, or interests accruing from this Agreement without the prior written consent of the other. This Agreement will be binding upon Client, PEC and their successors and assigns.

No Third-Party Beneficiaries. This Agreement is solely for the benefit of Client and PEC. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of Client or PEC in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client's obligations under any separate agreement with any third-party.

No "Flow-down" Provisions. PEC agrees to no "flow-down" provisions from any contract between Client and any third-party unless the same are specifically identified in PEC's proposal/agreement and the corresponding Work Order.

Entire Agreement. This Agreement represents the entire and integrated agreement between Client and PEC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended in writing, signed by Client and PEC.

Severability. If any provisions of this Agreement are determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

This Agreement is effective upon the later of the two dates below.

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: _____

Printed Name: Benjamin M. Mabry, P.E.

Title: SVP | Government Market

Date: _____

CITY OF HALSTEAD

By: _____

Printed Name: _____

Title: _____

Date: _____

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HALSTEAD ENGINEERING SERVICES
EXHIBIT A

A. Project Description.

1. The Project shall consist of providing support to the City in an advisory role to the governing body and city staff with engineering items.

B. Anticipated Project Schedule.

1. PEC shall commence its services on the Project after receiving CLIENT's notice to proceed.
2. PEC and CLIENT agree that the scope of services will be completed in accordance with a mutually agreed upon schedule as agreed to per work order.
3. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

C. Scope of Services

1. Upon request, provide a professional registered engineer at regularly scheduled meetings of the City Council, City Planning meetings, City Council workshops and staff meetings.
2. Upon request provide routine advice on matters pertaining to engineering issues confronting the CLIENT.
3. Upon request, preview proposed plats, drainage plans, utility plans, site plans, petitions and phase maps submitted to the CLIENT for conformance to City standards.
4. Upon request, assist with preparations of project estimates including cost estimates for capital improvements projects.
5. To be available by telephone (virtual) for consultation on matters not requiring extensive research for resolution.
6. To accept via separate contract all engineering and architectural projects, studies, and investigations that the Client may undertake during the term of this contract. If PEC cannot accept the project due to staff limitations, PEC will advise the CLIENT in writing. Project that entails the preparation of plans and specifications shall be performed in accordance with Exhibit B or based on other acceptable fee arrangements.

D. The CLIENT Agrees:

1. To furnish PEC for their use all prior developed information relative to the CLIENT including applications, reports, design calculations, drawings, and pertinent correspondence with State and Federal agencies.
2. To promptly review all preliminary submittals from PEC and to transmit any suggested revisions, modifications, or changes to be made.
3. To pay PEC for their services in accordance with the requirements of this Agreement.
4. To Notify PEC at least three working days in advance of any scheduled discussion or information to be developed by PEC to be presented in-person by PEC at a regularly scheduled meeting of the City Council or staff meeting.

DRAFT

5. To utilize Professional Engineering Consultants, P.A. for engineering projects during the term of this contract.

E. The CLIENT and PEC Agree:

1. That the right is reserved to the CLIENT and PEC to terminate this agreement at any time, upon written notice. PEC shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Agreement.
2. The contract shall be reviewed after 6 months of service and amended if necessary to reflect actual work by mutual agreement of both parties.

F. Additional Responsibilities of CLIENT:

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

1. Attend all PROJECT progress meetings.
2. PEC may rely upon information provided by the CLIENT.
3. Provide maps, data, or other background information.

G. Additional Services:

The following services can also be provided by PEC by separate work order Agreement:

1. Inspection, materials testing, geotechnical investigations, and survey services.
2. Landscape architect services.
3. Planning, land development or GIS services.
4. Mechanical, Electrical, or Structural services.
5. Storm water MS-4 permit training and/or management.

H. PEC's Fees:

1. To accept compensation for items C.1 through C.5. as an hourly basis per the PEC Rate Schedule as shown in Exhibit B. Other items that may require extensive time and effort will be negotiated as needed and will be provided by a separate "Work Order". Agreements will be evaluated with the CLIENT prior to PEC performing the Work. Compensation for those items will be per mutual agreement with the CLIENT.
2. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

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EXHIBIT B

DESIGN ENGINEERING FEE RANGE FOR CONSTRUCTION PROJECTS

COST OF PROJECT CONSTRUCTION				PERCENTAGE OF
$1,000,000 and greater				7.5%
$ 500,000	to	$1,000,000		8.0%
$ 300,000	to	$ 500,000		8.2%
$ 100,000	to	$ 300,000		9.5%
$ 50,000	to	$ 100,000		10.7%
$ 20,000	to	$ 50,000		12.5%
$ 0	to	$ 20,000		15.2%

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2026 RATE SCHEDULE A**

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

TITLE	HOURLY RATE *
Principal Engineer	$275
Senior Project Manager	$235
Project Manager	$210
Senior Engineer II	$235
Senior Engineer I	$210
Project Engineer	$180
Senior Landscape Architect	$180
Landscape Architect	$145
Senior Planner	$180
Planner	$155
Design Engineer	$160
Senior Technician	$150
Design Technician	$115
Senior Commissioning Agent	$175
Commissioning Agent	$145
GIS Specialist	$155
GIS Analyst	$120
Project Coordinator	$110
Project Assistant	$90
Senior Field Project Manager	$200
Field Project Manager	$155
Senior Inspector	$160
Inspector	$125
Senior Field Technician	$105
Field Technician	$85
Senior Driller	$130
Driller	$95
Land Surveyor	$150
Crew Chief	$120
Survey Technician	$100
*Premium time for all non-salaried personnel or as noted in the contract	1.5 multiplier

REIMBURSABLES:

Infrared Camera	$50/Hour
Structural Testing Equipment	$50/Hour
Subconsultants	Cost plus 10%
Vehicle Mileage	IRS Rate/Mile
Truck Mileage	$0.75/Mile
ATV	$20/Hour
GPS	$50/Hour
3D Laser Scanner	$150/Hour
Robotic Total Station	$50/Hour
UAS	$150/Hour
Mobile Lidar Unit	$4,500/Day
Drill Rig Use	$75/Hour
Concrete Testing Equipment	$10/Each
Nuclear Gauge Equipment	$20/Each
Compressive Strength of Cylinders	$15/Each
Ultra Sonic Testing Equipment	$150/Each
Semi-Trailer Mileage	$3.50/Mile
Other Reimbursables	Cost plus 10%

**The rates shown above are effective for services through December 31, 2026 and are subject to revision thereafter.

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AGENDA ITEM: F3

CITY COUNCIL AGENDA REPORT

Meeting Date:	April 15, 2026
City Department:	Governing Body
Prepared By:	Ethan Reimer, City Manager
Agenda Title:	Vacancies on City Boards

RECOMMENDED ACTION

None. Potential consensus or direction from the governing body as to how the city would like to move forward in filling vacancies on city boards or commissions.

BACKGROUND

The City of Halstead has several volunteer Boards and Commissions. Currently City Code only calls out that those positions when filled are appointed by the Mayor and confirmed by majority affirmative vote by the City Council. Staff is seeking direction as to the policy that would be preferred to be used for vacancies on these boards when they occur. Differing methods have been used previously, and staff feel that identifying and putting a defined method that can be communicated out to potential volunteers would better help let people know how to serve or express interest in serving and result in a consistent approach over time as opposed to the myriad of methods that have been used. Options for filling vacancies that have been used in the past include:

- City has advertised and taken "applications" for vacancies or openings, which are then reviewed by the Mayor who makes their appointment based upon those applications
- Direct approach by governing body members to potential volunteers
- Direct approach by current board members to potential volunteers

Additionally, staff are seeking guidance as to what the preference would be for handling re-appointments to boards. For example, would they need to re-apply at the end of their term or should they be given the opportunity to continue serving for another term if still willing and there aren't any known issues with their service? Reviewing models from other communities, staff also are curious if there is any desire for setting maximum consecutive terms or not for boards. Currently the city does not have any such restrictions for any boards unless they have been imposed by the boards themselves via their adopted by-laws. Staff are seeking discussion so that we know how to market the volunteer opportunities and also would like to formally put these into written policy for direction into the future.

No matter the method decided as best, the Mayor would remain the individual who would select the potential appointees, and those appointments would be subject to majority approval unless the governing body wished to amend those parameters via ordinance.

City Manager Approval Date: 4/13/26 City Attorney Review Date:

Attachments (*listed as included in packet*):

1. None

AGENDA ITEM: F4

CITY COUNCIL AGENDA REPORT

Meeting Date:	April 15, 2026
City Department:	Governing Body
Prepared By:	Ethan Reimer, City Manager
Agenda Title:	Student Group or Activity donation/funding requests

RECOMMENDED ACTION

None. Potential consensus or direction from the governing body as to how the city would like staff to handle requests for student group or activity donations.

BACKGROUND

The City of Halstead does not have a current policy in place when it comes to donation requests, especially from student groups or activity organizations. While this matter was previously addressed at a work session some months back, no real formal direction was given to staff as there was not a clear consensus or binding action taken, which makes it hard to consistently communicate with such groups when they ask if they can address the governing body or request the city for donations to their group and/or activity. Staff are seeking direction and guidance as to whether the city would like staff to formulate a new updated policy applying to donations from the city and how they would potentially like to have any such policy applied.

City Manager Approval Date: 4/13/26 City Attorney Review Date:

Attachments (*listed as included in packet*):

1. None

AGENDA ITEM: F5

CITY COUNCIL AGENDA REPORT

Meeting Date:	April 15, 2026
City Department:	Governing Body
Prepared By:	Ethan Reimer, City Manager
Agenda Title:	Set City Council Work Session date

RECOMMENDED ACTION

Motion from the City Council to set a work session date based on Governing Body schedule availability.

BACKGROUND

Staff are requesting that the Governing Body set a work session for some time in late April or early to mid-May. The agenda for this work session would include continued discussion of budget priorities for the next fiscal year, discussion of city owned land, and discussion related to potential Scout Cabin improvements or renovations. The Governing Body is always welcome to provide input on other desired work session topics as well prior to the work session.

Planning Commission meetings have moved to the second Mondays of the month, but other than that conflict staff are open to weeknight or weekend scheduling as would work for a majority of the governing body.

City Manager Approval Date: 4/13/26 City Attorney Review Date:

Attachments (*listed as included in packet*):

1. None

CITY SPECIFIC

NON-AGENDA/ MISCELLANEOUS

INFORMATION & MATERIALS

PROCLAMATION

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees are a source of joy and spiritual renewal; and

WHEREAS, Halstead has been recognized as a Tree City USA by The National Arbor Day Foundation and desires to continue its tree-planting ways; and

NOW, THEREFORE, I, Gary Faelber, Mayor of the City of Halstead, do hereby proclaim April 15, 2026; as

ARBOR DAY

In the City of Halstead, and I urge all citizens to support efforts to care for our trees and woodlands and to support our city's community forestry program, and

FURTHER, I urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

Dated this 15th day of April, 2026.

Gary Faelber, Mayor

Gary Faelber, Mayor

Attest:

Julie L. Wait, City Clerk

Arbor Day Foundation™
211 N. 12th St.
Lincoln, NE 68508
arborday.org

Mayor Dennis Travis
303 Main
PO Box 312
Halstead, KS 67056

Dear Mayor Dennis Travis,

On behalf of the Arbor Day Foundation as we celebrate the 50th Anniversary of the Tree City USA program, I'm happy to extend my warmest congratulations to Halstead on receiving a 2025 Tree City USA recognition. This well-deserved recognition is a testament to your community's unwavering commitment to the planting, care, and celebration of trees.

In an era where cities and towns are facing increasing challenges related to air quality, public health, and climate resilience, nurturing urban forests has never been more important. By prioritizing tree stewardship, you've not only helped enhance Halstead's livability, but you've also invested in a healthier, more sustainable future for your residents.

The Arbor Day Foundation's Tree City USA program has a long legacy of supporting a nationwide network of passionate organizers and tireless tree planters. Since 1976, we've recognized thousands of communities of all sizes that have created and maintained green spaces. While we all work in different corners of the country, we are working in unison to create positive change through trees.

To be named a Tree City USA is to be part of something bigger.

We hope you are as excited as we are to share this accomplishment with your local media and your residents. To that end, we've included a press release for you to distribute at your convenience. A digital copy of the press release and other materials can be found in the Tree City USA Resource Center online at **arborday.org/TreeCitytoolkit**.

Once again, congratulations on this outstanding achievement and thank you for your dedication to Halstead's tree canopy. We believe cities that take care of their trees, take care of their people.

Best Regards,

Dan Lambe
Chief Executive of the Arbor Day Foundation

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Arbor Day Foundation™
211 N. 12th St.
Lincoln, NE 68508
arborday.org

FOR IMMEDIATE RELEASE
Halstead Contact:
{Name}
{Phone}
{Email}

Arbor Day Foundation Contact:
Jasmine Putney
402-216-9307
jputney@arborday.org

HALSTEAD EARNS 2025 TREE CITY USA RECOGNITION FROM ARBOR DAY FOUNDATION

HALSTEAD, Kansas (2/27/2026) – The Arbor Day Foundation named Halstead a 2025 Tree City USA in honor of its commitment to plant, grow, and maintain trees to benefit its community.

The Arbor Day Foundation is a global nonprofit with a mission to inspire people to plant, nurture and celebrate trees. Its network of more than a million supporters and partners has helped the organization plant more than 500 million trees in forests and communities across more than 60 countries. The Foundation's Tree City USA program is now celebrating its 50th recognition season. The anniversary underscores the program's rich history of growing healthier, greener, and more resilient communities through urban forestry.

"For five decades, Tree City USA has rallied passionate local leaders to enhance the livability and sustainability of their communities. Tree champions like Halstead are leading the way in a growing movement to shape a better future with trees and action," said Michelle Saulnier, Vice President of Programs at the Arbor Day Foundation. "Trees are critical infrastructure, building resiliency and fostering good health in our nation's cities. We're proud Halstead is among the Arbor Day Foundation's growing network of communities dedicated to creating positive impact through trees."

In cities and neighborhoods, trees are proven to help mitigate the urban heat island effect, reduce stormwater runoff, improve air quality, and boost mental and physical health. When the right trees are planted in the right places, they can also reduce traffic noise, increase property values, and lower energy costs for homeowners.

{OPTIONAL QUOTE FROM CITY OFFICAL/LOCAL TREE CITY REPRESENTATIVE}

To earn Tree City USA recognition, a city must uphold four core standards including maintaining a tree board or department, having a community tree ordinance, spending at least $2 per capita on urban forestry, and participating in an Arbor Day celebration.

The Arbor Day Foundation's Tree City USA program is operated in partnership with the National Association of State Foresters and the USDA Forest Service. To learn more about the program or how to apply, visit **arborday.org**.

About the Arbor Day Foundation
The Arbor Day Foundation is a global nonprofit inspiring people to plant, nurture, and celebrate trees. They foster a growing community of more than 1 million leaders, innovators, planters, and supporters united by their bold belief that a more hopeful future can be shaped through the power of trees. For more than 50 years, they've answered critical need with action, planting more than half a billion trees alongside their partners. And this is only the beginning.

The Arbor Day Foundation is a 501(c)(3) nonprofit pursuing a future where all life flourishes through the power of trees. Learn more at **arborday.org**.

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