

OSAGE CITY COUNCIL

Regular Meeting

February 10, 2026

7:00 p.m.

City Council Chambers – 221 S. 5th- Osage City, Ks

To join the meeting from your computer, tablet, or smartphone:

<https://tinyurl.com/2ajsms3b>

Meeting ID: 294 718 263 301

Passcode: UT9sw62f

Dial in by phone: 1-872-215-6905

Phone Conference ID: 352 887 245#

I. Routine Business

1. Call to Order
2. Additions or Deletions to the Agenda
3. Approval of the Agenda
4. Recognition of Visitors



II. Consent Agenda

1. Approval of January 27, 2026 Special Meeting Minutes

III. Business Before the Council

1. Approval of Resolution No.1149 Utility Account Write-off (Action Required)—Katie Hodge, City Manager
2. Approval of Letter Requesting a time extension for the Star Block building project (Action Required)—Katie Hodge, City Manager
3. Approval of the final loan agreement for Sanitary Sewer Project No. C20 3084 01 (Action Required)—Katie Hodge, City Manager
4. Approval of the Build Kansas Matching Grant Agreement (Action Required)—Katie Hodge, City Manager
5. Approval of CCLIP Resurfacing Project (Action Required)—Katie Hodge, City Manager
6. Signage and more lighting for the Golf Course—Joe Ryan, Council Member
7. Mayor's Summit February 12th @ 5:30 pm @ Santa Fe Depot (Reminder)—Katie Hodge, City Manager

IV. Adjournment

Next Ordinance # 1711

Next Resolution # 1150

Next Charter Ordinance # 20



CITY OF OSAGE CITY
COUNCIL MEETING
January 27, 2026

ROLL CALL: Now on this 27th day of January 2026, the Governing Body of the City of Osage City, Kansas, met at the Osage City Council Chamber in said City. The following members being present and participating to wit:

Mayor: Brian Stromgren.

Council Members: Kathy Ayers, Mike Gilliland, Mike Handly, Cathryn Houghton, Joe Ryan, Susan Smith, Jeff Tice, and Ryan Trego.

City Staff present: Ranier Annett, Assistant Parks & Facilities Superintendent; Donnie Bailey, Parks & Facilities Superintendent; Robert Bailey, Police Officer; Sadie Boos, City Treasurer; Gregg Croucher, Sanitation; Rick Godderz, City Attorney; Fred Hallowell, Street & Sanitation Superintendent; Tom Harm, Police Chief; Katie Hodge, City Manager; Larry Phillips, Police Officer; Duane Quaney, Street; Seth Quaney, Sanitation; Dale Schwieger, Utilities Director; Gary Stromgren, Street; Craig Croucher, Water, Gas, Sewer Superintendent; Kevin Stromgren, Water, Gas, Sewer Assistant Superintendent; CJ Urban, Power Plant Operator; Amy Woodward, City Clerk;

Others Present: Greg Carson and Scot Carson, Osage City Municipal Golf Course; Brett Waggoner of Governmental Assistance Services.

APPROVAL OF THE AGENDA:

Mayor Stromgren requested to move agenda item number seven to number eight. He then requested to add a new agenda item as item number seven, a letter of support for the development of the new runway 18/36 project.

Motion by Tice, second by Ayers to approve the amended agenda. The motion was declared carried (8-0).

Mayor Stromgren thanked City Staff for the work completed during the recent winter storm.

City Manager, Katie Hodge, introduced City Staff in attendance to the Mayor and Council.

RECOGNITION OF VISITORS: None

APPROVAL OF THE CONSENT AGENDA:

1. Approval of January 12, 2026 Special Meeting Minutes
2. Approval of Linda Carson to join the Library Board

Motion by Tice, second by Smith to approve the consent agenda. The motion was declared carried (8-0).

BUSINESS BEFORE THE COUNCIL:

1. **Public Hearing for Community Development Block Grant Project No. 23-PF-0004 (Action Required) – Brett Waggoner of Governmental Assistance Services Grant Specialist**

Mayor Stromgren requested Mr. Waggoner introduce himself to the Council. Waggoner then explained the background of the East Area Sewer Project.

Mayor Stromgren opened the Public Hearing at 7:07 p.m.

No public comments were offered

Mayor Stromgren closed the Public Hearing at 7:07 p.m.

Motion made by Smith, second by Houghton, to approve the closeout of the Community Development Block Grant (CDBG) project and authorize the Mayor to execute all related and necessary documents. The motion was declared carried (8-0).

2. **Approval of Airport Lighting Project purchase (Action Required) – Dale Schwieger, Utilities Director**

Schwieger discussed the purchase of materials needed for the Airport Lighting Project, from Border States.

Motion made by Ayers, second by Tice to approve the payment of Border States invoice no. 931693165, in the amount of \$17,164.14. The motion was declared carried (8-0).

3. **Approval of California Street Lift Station SCADA system purchase (Action Required) – Dale Schwieger, Utilities Director**

Schwieger discussed the purchase of the SCADA system for the California Lift Station. This project will allow remote monitoring of the sewage lift station at this location and was identified as a 2026 CIP item.

Motion made by Ryan, second by Tice to approve the purchase of the SCADA system from Microcomm of Kansas City for the California Lift Station not to exceed \$30,000.00. The motion was declared carried (8-0).

4. Approval of Melvern Pump Station Repairs (Action Required) – Dale Schwieger, Utilities Director

Schwieger discussed with the Council the failure of one of the two pumps at Melvern Lake. Several estimates were obtained to resolve the issues. The repairs estimated include removal, repair and replacement of the pump and inspection of other damage with the camera to plan for any future repairs.

Motion made by Gilliland, second by Tice to approve services and repairs needed from Alexander Pump & Service in an amount not to exceed \$145,000.00. The motion was declared carried (8-0).

5. Approval of Power Plant Engine performance testing (Action Required) – Dale Schwieger, Utilities Director

Power plant engines are scheduled to undergo performance testing, this testing occurs every five years. We plan to work with Power Plant Compliance of Oketo, KS.

Motion made by Handy, second by Ayers to approve performance testing by Power Plant Compliance for the engines at the Power Plant, in an amount not to exceed \$25,000.00. The motion was declared carried (8-0).

6. Approval of the purchase of two mowers (Action Required) – Donnie Bailey, Parks & Facilities Superintendent

Purchase of mowers was identified for 2026 Equipment Budget. Bailey collected bids for new mowers from three vendors. Schwant tractor presented the preferred bid, which includes service the other vendors did not offer.

Motion made by Ryan, second by Tice to approve the purchase of two mowers from Schwant Tractor not to exceed \$26,508. The motion was declared carried (8-0).

7. Letter of Support for the development of the new runway 18/36 project (Action Required) – Katie Hodge, City Manager

Hodge reviewed with the Council the request for a letter of support, which in addition to others, will accompany the grant application submission to the Kansas Airport Improvement Program.

Motion made by Gilliland, second by Handy, to approve the letter of support and authorize the mayor to sign the letter on behalf of the City. The motion was declared carried (8-0).

8. Mayor's Summit Reminder (Information) – Katie Hodge, City Manager

Hodge reminded Council to RSVP for the Mayor's Summit by Monday, February 2nd, to be held on Thursday, February 12, 2026 at 5:30 p.m. at the Santa Fe Depot.

ADJOURNMENT: *At the request of Council Member Tice and on his motion, seconded by Council Member Ayers and carried unanimously, the meeting adjourned at 7:44 p.m.*

APPROVED: _____
Brian D. Stromgren, Mayor

ATTESTED: _____
Amy Woodward, City Clerk

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
2/10/2026

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration	APPROVED FOR AGENDA:
ITEM NO. 1	BY: Katie Hodge, City Manager	BY: KH

ITEM:

Write-off Resolution No. 1149

BACKGROUND:

We typically have a utility account write-off resolution every year in which we write-off accounts that are uncollectable.

FISCAL NOTE:

COUNCIL ACTION:

1. Approve Resolution No. 1149
2. Reject Resolution No. 1149
3. Table for a later discussion

STAFF RECOMMENDATION:

Approve the write-off resolution

MOTION:

I move to approve Resolution No. 1149, canceling the listed outstanding utility accounts and directing them to be removed from the City Clerk's records as collectible accounts.

RESOLUTION NO. 1149

BE IT RESOLVED BY THE MAYOR AND CITY COUNCILMEMBERS OF THE CITY OF OSAGE CITY, KANSAS, that:

The outstanding utility accounts, due to the City of Osage City, are hereby cancelled and to be stricken from the City Clerk's records as uncollectible accounts.

However, the City Clerk shall maintain a file designated, as "Delinquent Utility Accounts" and all the following bills shall be placed therein. All person so listed will be refused further service with the City of Osage City until such time as the identified account is paid. Delinquent bills are as follows:

Account	Name	Date Closed	Amount Due	Misc Info
1758-996312		3/13/2025	\$878.10	Deceased
2077-11121		3/13/2025	\$616.08	Deceased
2575-996836		4/10/2025	\$76.58	Deceased
1769-13833		12/10/2025	\$568.23	Deceased

Passed and approved by the Governing body of the City of Osage City, Kansas, this 10th day of February 2026.

ATTEST:

Amy Woodward, City Clerk

Brian Stromgren, Mayor

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
2/10/2026

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration	APPROVED FOR AGENDA:
ITEM NO. 2	BY: Katie Hodge, City Manager	BY: KH

ITEM:

CDBG Project No. 22-CR-002 Business opening time extension request

BACKGROUND:

The Star Block Building Commercial Rehabilitation Project was completed on November 26, 2024, with final close-out documentation submitted to the Community Development Block Grant (CDBG) program on February 11, 2025.

Following completion of the grant-funded portion of the project, the building owner, Nathan Willis, encountered several unforeseen issues during interior construction and is currently completing final build-out work. To date, the following improvements have been completed or are underway:

- New concrete floors poured in portions of the building
- Subfloor repairs completed in other areas
- Interior framing for ceilings and walls completed
- Installation of most plumbing, electrical, and HVAC systems
- Insulation currently being installed
- Masonry repairs and repainting completed on the second-floor façade

Remaining work includes drywall installation, painting, and installation of trim and fixtures. Additional project photos are available at www.facebook.com/thestarblock.

The original project schedule anticipated the first business opening by the one-year benchmark of February 11, 2026. Due to construction delays associated with re-engineering certain elements to address unforeseen conditions and manage costs, the anticipated timeline has been adjusted. The first tenant, **Horn & Ivory Books**, is now expected to begin moving into the east side of the building by the end of March 2026, with an anticipated opening in April 2026.

Construction will continue concurrently on the remainder of the building to allow for the future opening of the coffee shop/restaurant and Airbnb units shortly thereafter.

As a result of these delays, the project team is requesting a **four-month extension** from the construction completion date.

FISCAL NOTE:

NONE

COUNCIL ACTION:

1. Authorize the Mayor to execute the request by signing the letter

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
2/10/2026

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration BY: Katie Hodge, City Manager	APPROVED FOR AGENDA: BY: KH
ITEM NO. 2		

STAFF RECOMMENDATION:

Authorize the Mayor to execute the request for an extension from the Kansas Department of Commerce

MOTION:

I move to authorize the Mayor to execute the request for a four-month extension related to the Star Block Building Commercial Rehabilitation Project by signing the extension request letter



Proud Past • Brilliant Future

City of Osage City
201 South 5th Street
P.O. Box 250
Osage City, Kansas 66523-0250
785-528-3714 office
785-528-3022 fax
osagecity@osagecity.com

February 10, 2026

Mr. Tim Parks
CDBG Project Manager
Kansas Department of Commerce
915 SW Harrison, Suite 250
Topeka, KS 66612

RE: CDBG Project No. 22-CR-002

Dear Mr. Parks:

The Star Block Building Commercial Rehabilitation project was completed on 11-26-2024 with the final close out submitted to CDBG on 02-11-2025.

The building owner, Nathan Willis, encountered a few problems during the interior construction and is in the process of completing final construction. New concrete floors were poured in part of the building, subflooring was repaired in other parts of the building, the ceilings and walls have all been framed out, and most of the plumbing, wiring and HVAC components have been installed. Insulation is now being installed. The hanging of drywall, painting and installing of trim and fixtures will follow. Masonry repair work and repainting have also been completed on the second-floor façade. If you wish to see additional pictures, please check out www.facebook.com/thestarblock.

The plan was to have the first business open by the one-year time frame of February 11, 2026. Due to delays from having to re-engineer certain elements to contend with construction surprises and to control costs, we are now anticipating the first business, Horn & Ivory Books, to begin moving in by the end of March 2026 and opening in April 2026 on the east side of the building. Work will simultaneously continue on the rest of the building, so the coffeeshop/restaurant and Airbnbs can open soon thereafter.

We are, therefore, requesting a 4-month extension from the date of construction completion. If you have any questions, please feel free to contact our office, our grant administrator, Rose Mary Saunders, or Nathan Willis, property owner.

Respectfully submitted,

Mayor of City of Osage City, Kansas

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
2/10/2026

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration	APPROVED FOR AGENDA:
ITEM NO. 3	BY: Katie Hodge, City Manager	BY: KH

ITEM:

Kansas Department of Health and Environment Loan Agreement Amendment No. 1

BACKGROUND:

This loan agreement amendment pertains to the final loan for the East Area Sewer Project, also known as Project No. C20-3084-01. The East Area Sewer Project was completed in October 2025. Amendment No. 1 reflects the final amount borrowed under the loan and establishes the revised principal repayment date of September 1, 2026.

Throughout the course of the project, the City drew funds from the loan to pay project-related expenses, including contractor costs, grant administration, and engineering services. Interest was paid by the City during the construction phase and through project closeout. Upon completion and closeout of the project, the Kansas Department of Health and Environment issued the final loan documentation reflecting the total loan amount and the adjusted principal repayment schedule.

FISCAL NOTE:

Principal and interest payment are budgeted in the 2026 budget

COUNCIL ACTION:

1. Authorize the Mayor to execute Loan Agreement Amendment No.1

STAFF RECOMMENDATION:

Authorize the Mayor to execute the request for an extension from the Kansas Department of Commerce

MOTION:

I move to authorize the Mayor to execute and sign Amendment No. 1 to the Kansas Department of Health and Environment Loan Agreement for Project No. C20-3084-01.

Division of Environment
Curtis State Office Building
1000 SW Jackson St., Suite 400
Topeka, KS 66612-1367



Phone: 785-296-1535
Fax: 785-559-4264
www.kdheks.gov

Janet Stanek, Secretary

Laura Kelly, Governor

January 16, 2026

The Honorable Brian Stromgren, Mayor
City of Osage City
P.O. Box 250
Osage City, KS 66523

Re: KWPCRLF Project No. C20 3084 01

Dear Mayor Stromgren:

Two copies of Amendment No. 1 to the Loan Agreement for the referenced project are enclosed for your review. The First Amendment does not change the loan amount or the scope of the project; it only provides the city with a new repayment schedule revising the first repayment date to September 1, 2026. The loan amount remains \$714,199.

If acceptable, please sign both copies, keep one copy for the city's records and return the other copy to KDHE. Since the Amendment does not change the loan amount, a new ordinance, proof of publication, meeting minutes and attorney opinion letter will not be necessary.

Please call me at (785) 296-5527 if you have any questions.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Cara C. Hendricks".

Cara C. Hendricks, P.E.
Chief, Municipal Programs
Bureau of Water

CCH

Enclosure
Amendment No. 1

pc: Northeast District
Emily Zung/2.1 File w/enclosure

=====

FIRST AMENDMENT TO THE
LOAN AGREEMENT

By and Between

THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
ACTING ON BEHALF OF
THE STATE OF KANSAS

AND

CITY OF OSAGE CITY, KANSAS
KWPCRF PROJECT NO.: C20 3084 01

ORIGINAL LOAN AGREEMENT
EFFECTIVE AS OF JANUARY 30, 2024

AMENDMENT NO.: 1
EFFECTIVE AS OF JANUARY 13, 2026

=====

First Amendment to
the Loan Agreement by and between the
Kansas Department of Health and Environment
Acting on Behalf of the State of Kansas
and City of Osage City, Kansas
Effective As of January 13, 2026

WHEREAS, the City of Osage City, Kansas (the Municipality) has entered into a Loan Agreement with the Kansas Department of Health and Environment, acting on behalf of the State of Kansas, effective as of January 30, 2024 (the "Loan Agreement"); and

WHEREAS, said Loan Agreement was entered into for the benefit of the City of Osage City, KWPCRF Project No. C20 3084 01; and

WHEREAS, the Municipality and KDHE hereby determines that it is necessary to amend certain exhibits to the Loan Agreement, and

WHEREAS, this First Amendment to the Loan Agreement is entered into and effective as of January 13, 2026;

THEREFORE, the Loan Agreement is amended as follows:

SECTION 1. Article II, Loan Terms, Section 2.05, Repayment of the Loan and Exhibit B of the LOAN AGREEMENT BY AND BETWEEN THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT AND THE CITY OF OSAGE CITY, KANSAS is hereby amended to read as set forth on the pages attached hereto.

SECTION 2. Except as herein specifically set out, the Loan Agreement is confirmed and ratified.

IN WITNESS WHEREOF, KDHE and the Municipality have caused this First Amendment to the Loan Agreement for the Municipality to be executed, sealed and delivered, effective as of January 13, 2026.



The KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT, acting on behalf of THE STATE OF KANSAS

By Janet Stanek
Janet Stanek
Secretary
Kansas Department of Health and Environment

Date: 1/16/2026

CITY OF OSAGE CITY, KANSAS

By _____

Title: _____

(Seal)

ATTEST:

By _____

Title: _____

Date: _____

The "Municipality"

ARTICLE II

LOAN TERMS

Section 2.05. Repayment of the Loan.

(a) *Loan Repayments.* The Municipality shall pay to KDHE, on or before the due dates, installments of principal and interest on the Loan in accordance with *Exhibit B* attached hereto, until the Loan has been paid in full. Installments of principal and interest on the Loan shall be computed and paid in accordance with the Loan Repayment Schedule on *Exhibit B* as in effect at any time under this Loan Agreement. Notwithstanding any other provision of this Loan Agreement, the first payment of principal and interest due on the Loan shall be made ~~the earlier of two years after receipt by the Municipality of the first disbursement under the Loan or~~ one year after Project completion. The final installment of principal under the Loan shall be fully repaid not later than 20 21 years after Project completion.

EXHIBIT B

LOAN REPAYMENT SCHEDULE

(See Page 6)

DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE

Dedicated Source of Revenue

The Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

Loan Repayment Schedule

The Municipality and KDHE have agreed that interest becoming due semiannually on the Loan during the construction period for the Project may be capitalized and repaid as a part of the Loan. In this regard, KDHE shall give the Municipality written notice of each semiannual installment of interest becoming due during the construction period. At its option, the Municipality may elect to pay such amounts, and if so elected, must pay such amounts within 30 days of receipt of the notice of their

becoming due. If the Municipality does not elect to pay such amounts within 30 days of receipt of such notice, the amount then due and owing as semiannual interest on the Loan shall be capitalized and added to the principal amount of the Loan and shall bear interest at the rate of interest set forth in **Section 2.02** hereof.

Principal Forgiveness

Certain loans may be awarded principal forgiveness if the municipality qualifies under affordability criteria or if the project is considered a sustainability project. The amount of principal forgiveness is estimated on the repayment schedule found on the following page and will be finalized when the loan agreement is amended to reflect the final costs of the project. The principal forgiveness will be provided on the date of the final loan disbursement. KDHE reserves the right to increase the principal forgiveness as needed to meet requirements of Public Law.

The principal forgiveness amount will be calculated at 30% of the final loan amount but cannot exceed \$1,000,000.

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KANSAS WATER POLLUTION CONTROL REVOLVING FUND

Estimated Draws - Actual Interest Rate
 Amortization of Loan Costs as of 01/13/2026

Prepared for:
 City of Osage City, Project No. C20 3084 01

Project Principal: 714,199.00
 Interest During Const.: 0.00
 Service Fee During Const.: 0.00
 Gross Loan Costs: 714,199.00
 Estimated Principal Forgiveness: 214,260.00
 Net Loan Costs: 499,939.00

<u>Gross Interest Rate Allocation</u>	thru 3/1/2030	after 3/1/2030	Gross Interest Rate:	2.27%
Service Fee Rate:	2.02%	0.25%	First Payment Date:	9/1/2026
Net Loan Interest Rate:	0.25%	2.02%	Number of Payments:	40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	9/1/2026	499,939.00	624.92	9,944.87	5,049.38	15,619.17	489,994.13
2	3/1/2027	489,994.13	612.49	10,057.74	4,948.94	15,619.17	479,936.39
3	9/1/2027	479,936.39	599.92	10,171.89	4,847.36	15,619.17	469,764.50
4	3/1/2028	469,764.50	587.21	10,287.34	4,744.62	15,619.17	459,477.16
5	9/1/2028	459,477.16	574.35	10,404.10	4,640.72	15,619.17	449,073.06
6	3/1/2029	449,073.06	561.34	10,522.19	4,535.64	15,619.17	438,550.87
7	9/1/2029	438,550.87	548.19	10,641.62	4,429.36	15,619.17	427,909.25
8	3/1/2030	427,909.25	534.89	10,762.40	4,321.88	15,619.17	417,146.85
9	9/1/2030	417,146.85	4,213.18	10,884.56	521.43	15,619.17	406,262.29
10	3/1/2031	406,262.29	4,103.25	11,008.09	507.83	15,619.17	395,254.20
11	9/1/2031	395,254.20	3,992.07	11,133.03	494.07	15,619.17	384,121.17
12	3/1/2032	384,121.17	3,879.62	11,259.40	480.15	15,619.17	372,861.77
13	9/1/2032	372,861.77	3,765.90	11,387.19	466.08	15,619.17	361,474.58
14	3/1/2033	361,474.58	3,650.89	11,516.44	451.84	15,619.17	349,958.14
15	9/1/2033	349,958.14	3,534.58	11,647.14	437.45	15,619.17	338,311.00
16	3/1/2034	338,311.00	3,416.94	11,779.34	422.89	15,619.17	326,531.66
17	9/1/2034	326,531.66	3,297.97	11,913.04	408.16	15,619.17	314,618.62
18	3/1/2035	314,618.62	3,177.65	12,048.25	393.27	15,619.17	302,570.37
19	9/1/2035	302,570.37	3,055.96	12,185.00	378.21	15,619.17	290,385.37
20	3/1/2036	290,385.37	2,932.89	12,323.30	362.98	15,619.17	278,062.07
21	9/1/2036	278,062.07	2,808.43	12,463.16	347.58	15,619.17	265,598.91
22	3/1/2037	265,598.91	2,682.55	12,604.62	332.00	15,619.17	252,994.29
23	9/1/2037	252,994.29	2,555.24	12,747.69	316.24	15,619.17	240,246.60
24	3/1/2038	240,246.60	2,426.49	12,892.37	300.31	15,619.17	227,354.23
25	9/1/2038	227,354.23	2,296.28	13,038.70	284.19	15,619.17	214,315.53
26	3/1/2039	214,315.53	2,164.59	13,186.69	267.89	15,619.17	201,128.84
27	9/1/2039	201,128.84	2,031.40	13,336.36	251.41	15,619.17	187,792.48
28	3/1/2040	187,792.48	1,896.70	13,487.73	234.74	15,619.17	174,304.75
29	9/1/2040	174,304.75	1,760.48	13,640.81	217.88	15,619.17	160,663.94
30	3/1/2041	160,663.94	1,622.71	13,795.63	200.83	15,619.17	146,868.31
31	9/1/2041	146,868.31	1,483.37	13,952.21	183.59	15,619.17	132,916.10
32	3/1/2042	132,916.10	1,342.45	14,110.57	166.15	15,619.17	118,805.53
33	9/1/2042	118,805.53	1,199.94	14,270.72	148.51	15,619.17	104,534.81
34	3/1/2043	104,534.81	1,055.80	14,432.70	130.67	15,619.17	90,102.11
35	9/1/2043	90,102.11	910.03	14,596.51	112.63	15,619.17	75,505.60
36	3/1/2044	75,505.60	762.61	14,762.18	94.38	15,619.17	60,743.42
37	9/1/2044	60,743.42	613.51	14,929.73	75.93	15,619.17	45,813.69
38	3/1/2045	45,813.69	462.72	15,099.18	57.27	15,619.17	30,714.51
39	9/1/2045	30,714.51	310.22	15,270.56	38.39	15,619.17	15,443.95
40	3/1/2046	15,443.95	155.98	15,443.95	19.24	15,619.17	0.00
Totals			78,205.71	499,939.00	46,622.09	624,766.80	

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
2/10/2026

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration	APPROVED FOR AGENDA:
ITEM NO. 4	BY: Katie Hodge, City Manager	BY: KH

ITEM:

Build Kansas Matching Grant Agreement

BACKGROUND:

This grant agreement provides \$25,350 in Build Kansas funds, which are intended to serve as matching funds for other grants awarded for the Airport Lighting and Runway Rehabilitation Project scheduled to begin later this year.

Funding secured for this project includes:

- Federal Bipartisan Infrastructure Law (BIL): \$507,000
- Build Kansas Funds: \$25,350
- Local Funds: \$1,335

Total Grant Funding: \$533,685

The accepted bid from Bettis Construction for the airport lighting and runway rehabilitation project is \$1,079,263.68. The remaining project costs not covered by grant funding will be paid using the City's airport entitlement funds in the amount of \$600,000.

COUNCIL ACTION:

1. Authorize the Mayor to execute the Build Kansas Matching Grant Agreement

STAFF RECOMMENDATION:

Authorize the Mayor to execute the Build Kansas Matching Grant Agreement

MOTION:

I move to authorize the Mayor to execute and sign the Build Kansas Matching Grant Agreement with the State of Kansas in the amount of \$25,350

BUILD KANSAS MATCHING GRANT AGREEMENT

This **BUILD KANSAS MATCHING GRANT AGREEMENT** (the "Agreement") is entered into as of January 16, 2026, and is between the **TREASURER OF THE STATE OF KANSAS** (the "State Treasurer") and the **CITY OF OSAGE CITY** (the "Recipient").

RECITALS

1. The Kansas Legislature, through the Omnibus Appropriations Act of 2023, §§ 11(d) to 15, 2023 Kan. Sess. Laws 1530, 1535-45, authorized the State Treasurer to provide match funds required by the Bipartisan Infrastructure Law ("BIL"), through the Build Kansas Matching Grant Fund, to assist communities with accessing federal BIL funding for investments in sectors such as transportation, energy, water, broadband, and cybersecurity.
2. The Recipient applied for, and the Kansas Infrastructure Hub Steering Committee (the "HUB") has recommended project number 2025-120-NoEDD (the "Project") to the Build Kansas Advisory Committee (the "BKAC") to participate in the Build Kansas Matching Grant Fund, as further described in this Agreement.
3. The BKAC met, reviewed the Project application, and recommended to the State Treasurer that it be funded with a Build Kansas Matching Grant in a matching amount not to exceed \$25,350.00.
4. The State Treasurer and the Recipient are empowered by the laws of Kansas to enter into agreements for the furtherance of federal BIL projects in the State of Kansas.
5. Local communities, and/or their private sector partners are, under certain circumstances, entitled to receive assistance in the provision of federal cost sharing requirements, provided however, to be eligible for such state aid, such work is provided a federal BIL share of funding and the work required is done in accordance with the laws of the State of Kansas.
6. The State Treasurer and the Recipient, in consideration of these premises and the mutual covenants set forth herein, agree to the following terms and provisions.

ARTICLE I DEFINITIONS

Section 101. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms as used in this Agreement have the designated meanings:

"Agreement" means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the parties.

"BIL" means the federal Bipartisan Infrastructure Law, Pub. L. No. 117-58, 135 Stat. 429 (2021), also known as the Infrastructure Investment and Jobs Act.

"BKAC" means the Build Kansas Advisory Committee.

"BKMGF" means the Build Kansas Matching Grant Fund.

“Effective Date” means the date this Agreement is signed by the State Treasurer or the State Treasurer’s designee.

“HUB” means the Kansas Infrastructure Hub.

“Non-participating Costs” means expenditures for any items or services which the HUB, acting on the HUB’s own behalf or on behalf of the federal contracting agency, reasonably determines are not Participating Costs.

“Participating Costs” means expenditures by Recipient for items or services which are an integral part of the Project, as reasonably determined by the HUB.

“Project” means all phases and aspects of the BIL-funded endeavor to be undertaken by the Recipient, as and when authorized by the BIL Funding Agency being: located in or near Osage City, KS, Kansas, assigned project number 2025-120-NoEDD, and is the subject of this Agreement.

“Recipient” means the City of Osage City, with its place of business at 201 S 5th St., Osage City, Kansas 66523 created pursuant to the laws of the State, and its successors and assigns or any agency, body, or instrumentality succeeding to or charged with the powers, duties, and functions of the original Recipient.

“State” means the State of Kansas.

“State Treasurer” means the State Treasurer of the State of Kansas or, if the functions and duties of the State Treasurer under K.S.A. 75-601 et seq. shall be given by law to any other person or entity, such person or entity.

ARTICLE II FUNDING

Section 201. Funding. The table below reflects the funding commitments of each party.

Party	Responsibility	Amount
Federal Grantor	BIL Grant Funds	\$507,000.00
State Treasurer	Build Kansas Funds	25,350.00
Recipient	Applying Entity Funds	1,335.00
Other	Other Funding Sources (if applicable)	
Total		\$533,685.00

State Treasurer’s Commitment as % of BIL Grant Funds: 5.00%

ARTICLE III STATE TREASURER RESPONSIBILITIES

Section 301. Fund Disbursement.

- (a) The State Treasurer agrees to reimburse the Recipient out of the “Build Kansas Funds” (that is, funds appropriated to the BKMGF, approved by the HUB for the Project, and certified by HUB for payment as further set forth below), to match payments or reimbursements for Participating Costs received by the Recipient

through the Recipient's federal BIL grant award, but not to exceed the "Build Kansas Funds" identified in Section 201 above. The State Treasurer's matching reimbursements to Recipient will be paid proportionally to the BIL Grant Funds payments made to Recipient for Participating Costs, at the percentage specified in Section 201 above (with the total of all such reimbursements not to exceed the "Build Kansas Funds" identified in Section 201 above). For the avoidance of doubt, subject to certification by the HUB as set forth in subsection (b) below, the State Treasurer agrees to make such matching reimbursement payments to Recipient from Build Kansas Funds for all periods for which reimbursements or payments are owing to Recipient under the terms of the Recipient's federal BIL grant award, although such periods may have commenced prior to the Effective Date of this Agreement.

- (b) Except as otherwise stated in this Agreement, the terms of payment under this Agreement shall be consistent with the terms and conditions of the Recipient's federal BIL grant award. To the extent the Recipient's federal BIL grant award does not include specific payment terms, then the State Treasurer agrees to reimburse Recipient for Participating Costs in installments of not less than \$1,000.00 and no more frequently than monthly. In either case, such reimbursement payments will not be made prior to the State Treasurer's receipt of certification by the HUB based on a review of progress reports, financial reports, and other information submitted by the Recipient to the HUB, which certification indicates to the State Treasurer's satisfaction that the Recipient has satisfied all terms, conditions, and requirements applicable to Recipient's receipt of funds pursuant to the BIL, Recipient's federal BIL grant award, and Build Kansas Matching grant awards and the amount of reimbursements to be made under this Agreement. For reference only, a sample certificate in the form currently required by the State Treasurer is attached hereto as Exhibit A.
- (c) The Recipient shall provide to the State Treasurer, and any agencies or individuals designated by the State Treasurer, with all information and documentation reasonably requested to verify any applicable payment terms and conditions of the Recipient's federal BIL grant award and to facilitate reimbursements to the Recipient through the state's SMART accounting system.

ARTICLE IV RECIPIENT RESPONSIBILITIES

Section 401. Treasurer Authorization. The State Treasurer is authorized by the Recipient to take such steps as deemed necessary or advisable by the State Treasurer to secure the financial benefits of this project.

Section 402. Legal Authority. The Recipient agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

Section 403. Conformity with State, Local, and Federal Requirements. The Recipient shall be responsible for compliance with the terms and conditions of the BIL grant award and further to comply with applicable federal, state, and local regulations. Failure to do so will jeopardize future disbursements of Build Kansas Matching Grant Funds.

- (a) Progress and Financial Reports. The Recipient shall provide copies of all progress and financial reports to the State Treasurer and the HUB when such reports are filed with the federal grantor agency.

Section 404. General Indemnification. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Recipient will defend, indemnify, hold harmless, and save the State of Kansas, the Kansas State Treasurer's Office and other agencies of the state of Kansas, and each of their officers, employees, and 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 Agreement by the Recipient, the Recipient's employees, agents, subcontractors or its consultants. The Recipient shall not be required to defend, indemnify, or hold the State Treasurer harmless for negligent acts or omissions of the State Treasurer or the State Treasurer's authorized representatives or employees.

Section 405. Records; Audit. Within 30 days of final completion of the Project, the Recipient shall deliver notice of the date of final completion to the State Treasurer and the HUB, together with any documentation confirming the completion of the Project as may be reasonably requested by either the State Treasurer or the HUB. Throughout the Recapture Period, as defined in Section 406 below, the Recipient shall reasonably cooperate with any inquiries by the State Treasurer, or its designee to verify the status of public use of the Project (including, without limitation, by providing any reasonably requested records and other information in connection therewith). The Recipient shall make its records and books available to representatives of the State Treasurer, and any agencies or individuals designated by the State Treasurer, for review for a period of five (5) years after date of final payment under this Agreement or, if the federal BIL review schedule is longer, for the review period of the federal BIL grant. If any such review reveals reimbursements made to the Recipient for Non-Participating Costs, the Recipient shall promptly reimburse the State Treasurer for such items upon notification by the State Treasurer.

Section 406. Cancellation by Recipient; Recapture of Funds. If the Recipient is required to repay or reimburse BIL grant funds for any reason under the terms and conditions of the Recipient's federal BIL grant award, then the Recipient shall also repay or reimburse the State Treasurer for payments made to the Recipient out of the BKMGF, on terms consistent with the terms and conditions of the Recipient's federal BIL grant award. If the terms and conditions of the Recipient's federal BIL grant award do not require, or are silent with respect to, repayment or reimbursement of federal BIL grant funds in such circumstance, then the following subsections (a) and (b) shall apply. Any amounts due to the State Treasurer pursuant to this Section 406 shall be paid within thirty days after the Recipient's receipt of the State Treasurer's demand therefor.

- (a) If the Project is terminated prior to final completion of Project construction, then the Recipient shall reimburse the State Treasurer for all funds paid to the Recipient out of the BKMGF.
- (b) "Recapture Period" means the ten-year period commencing on (and including) the date final construction of the Project is completed. If, during the Recapture Period, public use of the Project terminates or the use of the Project is changed from the public use originally contemplated in the Recipient's grant application to the HUB (unless such termination or change is approved in writing by the State Treasurer, such approval not to be unreasonably withheld, conditioned, or delayed) (such unapproved termination or change, a "Recapture Event"), then the State Treasurer

shall be entitled to repayment from Recipient for the applicable percentage of the total funds paid to the Recipient out of the BKMGF, as set forth in the table below.

Portion of Recapture Period in which the Recapture Event occurs	Applicable Percentage
First year	100%
Second year	90%
Third year	80%
Fourth year	70%
Fifth year	60%
Sixth year	50%
Seventh year	40%
Eighth year	30%
Ninth year	20%
Tenth year	10%

ARTICLE V GENERAL PROVISIONS

Section 501. Acceptance. No contract provision or use of items by the State Treasurer shall constitute acceptance or relieve the Recipient of liability in respect to any expressed or implied warranties.

Section 502. Amendment. Any amendment to this Agreement shall be in writing and signed by the Parties.

Section 503. Binding Agreement. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the State Treasurer and the Recipient and their successors in office.

Section 504. 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 will also comply with all applicable state and federal laws and regulations.

Section 505. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 506. Entire Agreement. This Agreement, with all attached exhibits, 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 Agreement.

Section 507. Headings. All headings in this Agreement 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.

Section 508. Industry Standards. Where not otherwise provided in this Agreement, materials or work called for in this Agreement 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.

Section 509. No Third-Party Beneficiaries. No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

Section 510. Nondiscrimination and Workplace Safety. The Recipient shall comply with all federal, state, and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules, or regulations may result in termination of this Agreement.

Section 511. Notices. Any notice required or submitted under this Agreement 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 State Treasurer:
State Treasurer of Kansas
900 S.W. Jackson, Suite 201
Topeka, Kansas 66612
Attention: State Treasurer

The Recipient:
City of Osage City
201 S 5th St.
Osage City, KS 66523

Section 512. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected, and each provision of this Agreement shall be enforced to the fullest extent permitted by law.

Section 513. Technical Advice and Assistance; Limitations. Technical advice, assistance, or both, provided by the State Treasurer or the HUB under this Agreement shall not be construed as an undertaking by the State Treasurer or the HUB 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.

Section 514. Termination. If, in the judgment of the State Treasurer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the State Treasurer may terminate this Agreement at the end of its current fiscal year. The State Treasurer will participate in all costs approved by the State Treasurer incurred prior to the termination of the Agreement.

Section 515. Waiver. A party's failure to exercise or delay in exercising any right, power, or privilege under this Agreement 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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized officers, all as of January 16, 2026.

CITY OF OSAGE CITY

(SEAL)

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

TREASURER OF THE STATE OF KANSAS

(SEAL)

By: _____

Name: _____

Title: _____

EXHIBIT A

**SAMPLE
KANSAS INFRASTRUCTURE HUB STEERING COMMITTEE
CERTIFICATE FOR PAYMENT**

(see following page)

KANSAS INFRASTRUCTURE HUB STEERING COMMITTEE CERTIFICATE FOR PAYMENT

Recipient: CITY OF OSAGE CITY

Project Number: 2025-120-NoEDD

Effective Date of Certificate: _____

The undersigned, acting on behalf of the Kansas Infrastructure Hub Steering Committee (the "HUB"), hereby certifies to the Treasurer of the State of Kansas (the "State Treasurer"):

1. In accordance with the Omnibus Appropriations Act of 2023, §§ 11(d) to 15 (as applicable), 2023 Kan. Sess. Laws 1530, 1535-45 (the "Act"), the Recipient identified above has applied for, and the Kansas Infrastructure Hub Steering Committee (the "HUB") has recommended the Project identified above to the Build Kansas Advisory Committee (the "BKAC") to participate in the Build Kansas Matching Grant Fund, as further described in the Build Kansas Matching Grant Agreement between Recipient and the State Treasurer.

2. The BKAC met, reviewed the Project application, and recommended to the State Treasurer that the Project be funded with a Build Kansas Matching Grant in an amount not to exceed \$25,350.00 (to proportionally match Recipient's federal grant award at 5.00% of federal grant payments as further set forth in the Build Kansas Matching Grant Agreement between Recipient and the Treasurer of the State of Kansas).

3. The Recipient is an eligible entity pursuant to the federal Bipartisan Infrastructure Law, also known as the Infrastructure Investment and Jobs Act (the "BIL"), and has demonstrated a need for such grant, and has been approved by the federal government for a grant award pursuant to the BIL.

4. In connection with this Certificate, the HUB has reviewed progress reports, financial reports, and other information submitted by the Recipient. Based on that review and other information known to HUB members, the HUB has determined that, as of the Effective Date of this certificate:

- a. the Recipient has satisfied all terms, conditions, and requirements, applicable to Recipient's receipt of federal funds pursuant to the BIL, the Recipient's federal BIL grant award, and the Build Kansas Matching Grant Fund award pursuant to the Act; and
- b. the Recipient is entitled to payment in the amount of the "current payment" set forth below. The HUB has determined that the current payment is necessary to reimburse Recipient for expenditures by Recipient for items or services which are an integral part of the Project ("Participating Costs"); the current payment amount does not include expenditures for any items or services which the HUB determines are salaries and wages and other operating expenditures, including, but not limited to, hiring grant writers and consultants to provide technical assistance and educational opportunities or otherwise are not Participating Costs.

Total Build Kansas Funds commitment	\$	25,350.00
– Total of prior payments	\$	_____
± Adjustments (as applicable)	\$	_____
– Current payment	\$	_____
= Total remaining Build Kansas Funds commitment	\$	_____

The current payment is a progress payment / final payment for the Project.

5. The undersigned represents and warrants that he or she has the requisite authority to make this certification on behalf of the HUB.

Certified on behalf of the Kansas Infrastructure Hub Steering Committee, as of the Effective Date set forth above.

By: _____

Name: _____

Title: _____

Agency: _____

CITY OF OSAGE CITY

REQUEST FOR CITY COUNCIL ACTION

DATE
2/10/2026

TIME
7:00 P.M.

AGENDA SECTION NO: III	ORIGINATING DEPARTMENT: Administration	APPROVED FOR AGENDA:
ITEM NO. 5	BY: Katie Hodge, City Manager	BY: KH

ITEM:

City Connecting Link Improvement Program (CCLIP) Resurfacing Project Agreement

BACKGROUND:

This agreement is a Kansas Department of Transportation (KDOT) Local Partnership Agreement under which the State will participate in 95% of the construction and construction engineering costs, with the City responsible for the remaining 5%. The State's participation will not exceed \$400,000 for construction and construction engineering. The project consists of resurfacing Market Street from 4th Street to 7th Street.

FISCAL NOTE:

5% of construction costs and construction engineering costs plus anything over the state's maximum participation threshold

The project is estimated to be \$487,820 with the state's share being \$400,000 and the city's share being \$87,820

COUNCIL ACTION:

1. Authorize the Mayor to execute the CCLIP resurfacing agreement

STAFF RECOMMENDATION:

Authorize the Mayor to execute the CCLIP resurfacing agreement

MOTION:

I move to authorize the Mayor to execute and sign the City Connecting Link Improvement Program (CCLIP) Resurfacing Agreement with the Secretary of Transportation/Kansas Department of Transportation to participate in the cost of the project by using state and local funds

PROJECT NO. 70 U-2592-01
CCLIP (SP) RESURFACING PROJECT
CMS CONTRACT NO. _____
CITY OF OSAGE CITY, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”), and the **City of Osage City, Kansas** (“City”), collectively, the “Parties.”

RECITALS:

- A. The City has applied for, and the Secretary has approved, a CCLIP (SP) Resurfacing Project.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of City Connecting Links of the State Highway System through the City.
- C. The City desires to construct a street resurfacing Project on Market Street / K-31, a City Connecting Link for the State Highway System, in the City.
- D. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of state and local funds.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“CCLIP (SP) Resurfacing Program”** means a City Connecting Link Improvement Program (CCLIP (SP)) that is a part of the KDOT Local Partnership Program with cities and counties. The state’s participation in the cost of construction and construction engineering will be one hundred percent (100%) for cities with a population between 0 to 2,499, ninety-five percent (95%) for cities with a population between 2,500 to 4,999, ninety percent (90%) for cities with a population between 5,000 to 24,999, eighty-five percent (85%) for cities with a population between 25,000 to 49,999, eighty percent (80%) for cities with a population between 50,000 to 99,999, and seventy-five percent (75%) for cities with a population equal to or greater than 100,000, up to a maximum of \$400,000.00 per fiscal year of state funds. The CCLIP (SP) Resurfacing Program is for contract maintenance only.

3. **“City”** means the City of Osage City, Kansas, with its place of business at 201 S. 5th, P.O. Box 250, Osage City, KS 66523.

4. **“City Connecting Link”** means a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city’s limits and is designated as part of the national system of Interstate and defense highways.

5. **“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.

6. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.

7. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.

8. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.

9. **“Design Plans”** mean 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 Agreement.

10. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.

11. **“Eligible / Participating Bid Items”** means all bid items that pertain to Project resurfacing and striping along the connecting link only. Items eligible for CCLIP (SP) funding include manhole adjustments, milling, overlays, aggregate or paved shoulders (if already existing), concrete pavement, thin bonded concrete overlays, joint repair, slurry seals, bituminous seals, ultra-thin bonded overlay, concrete and asphalt pavement patching, subgrade improvement, reconstruction, traffic control, transporting of salvageable material (millings), striping, traffic signal loops on the state highway and that portion of the traffic signal loops that lie inside the return on side streets, and pavement marking on the connecting link. Video-detection systems are participating, except on side streets; however, such systems will require pre-approval, as well as additional details, and a bill of materials to be included in the final design plans. Resurfacing work is participating out to the curb returns on side streets.

12. **“Encroachment”** means any building, structure, vehicle, parking area, 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.

13. **“Fiscal Year (FY)”** means the state’s fiscal year which begins July 1 and ends on June 30 of the following calendar year.

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. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

16. **“Non-Eligible / Non-Participating Bid Items”** means items typically non-eligible for CCLIP (SP) funding including but not limited to: bridge deck patching, utility adjustments, curb and gutter, overlay of curb and gutter, adjustment or reestablishment of survey markers, drainage appurtenances, driveways, entrances, sidewalks, sidewalk ramps, construction warranties, traffic loop construction outside the return on a side street, video detection on side streets, and construction outside of the curb and gutter. Work performed outside the Project limits on side streets, or outside the city limits, is non-eligible for state participation, items with unit price changes from the let price (other than items with price adjustment specification in the bid documents) and any other items deemed non-eligible by the Secretary.

17. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.

18. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.

19. **“Project”** means mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other pre-approved resurfacing methods for the CCLIP (SP) Resurfacing Program for K-31, from 4th Street to 7th Street in Osage City, Kansas, and is the subject of this Agreement.

20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.

21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.

22. **“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.

23. **“Secretary”** means the Secretary of Transportation of the State of Kansas and the Secretary’s successors and assigns.

24. **“Surface Preservation” or “SP”** means a fund category, previously known as KLINK, intended to address deficiencies in or extend the life of the driving surface. Project scopes may consist of overlay, mill and overlay, pavement patching, joint repair, seals, or similar surface maintenance work. Parking lanes may be included.

25. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include all Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change. The City agrees to notify the Bureau of Local Projects if costs increase more than 10% over the estimate.

Party	Responsibility
Secretary	95% of Participating Costs of Construction and Construction Engineering (CE), not to exceed \$400,000
City	5% of Participating Costs of Construction and CE until Secretary’s funding limit is reached 100% of Participating Costs of Construction and CE after Secretary’s funding limit is reached 100% of Costs of Preliminary Engineering (PE), Right of Way, and Utility Adjustments 100% of Non-Participating Costs

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Reimbursement Payments.** The Secretary will make such payment to the City as soon as reasonably possible after construction of the Project is completed, after receipt of proper billing, and attestation by a licensed professional engineer employed or retained by the City that the Project was constructed within substantial compliance of the final Design Plans and specifications.

ARTICLE IV

CITY RESPONSIBILITIES:

1. **Limited Scope.** The Project is limited to roadway resurfacing within the Project Limits. The Project roadway resurfacing may include all Eligible items as defined above. Roadway resurfacing does not include such Non-Eligible items as defined above and any other items deemed Non-Eligible or Non-Participating by the Secretary. The City shall be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with Public Right-of-Way Accessibility Guidelines (PROWAG), regardless of whether such improvements are deemed Non-Eligible/Non-Participating bid items by the Secretary for reimbursement purposes.
2. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current CCLIP (SP) Resurfacing Program for this Project.
3. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the City 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 Agreement by the City, the City's employees, agents, or subcontractors. The City 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.
4. **Indemnification by Contractors.** The City shall require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act of omission of the Contractor, the Contractor's agent, subcontractors, or suppliers. If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.
5. **Design and Specifications.** The City shall be responsible for making or contract to have made Design Plans for the Project in conformity with the current version of Section 13.0 CCLIP of the LPA Project Development Manual.
6. **Letting and Administration by City.** The City 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 City further agrees to administer the Construction of the Project in accordance with the Design Plans, and the current version of the City's currently approved procedures, if applicable, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.
7. **Performance Bond.** The City shall require the Contractor to provide a performance bond at a sum not less than the amount of the contract as awarded.

8. **Responsibility for Adequacy of Design.** The City, and any Consultant retained by the City, shall have sole responsibility for the adequacy and accuracy of the Design Plans, specifications, and estimates. Any review of these items that may be performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its Consultant's duty to provide adequate and accurate Design Plans, specifications, and estimates. Such reviews are not done for the benefit of the Consultant, the Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, or expressed or implied warranty, to any person or entity concerning the adequacy or accuracy of the Design Plans, specifications, and estimates or any other work performed by the Consultant or the City.

9. **Design Schedule and Submission to Secretary.** The City shall follow a schedule for the design and development of plans that will allow the Project to be Let to contract in the programmed fiscal year; otherwise, the Secretary has the right to withdraw the Secretary's participation in the Project. If the City's Project preliminary plans, specifications, and a cost estimate (PS&E) are submitted to KDOT's Bureau of Local Projects later than May 1 of the programmed fiscal year, at the Secretary's discretion, the Project may be moved into a future fiscal year.

10. **Movement of Utilities.** The City shall move or adjust, or cause to be moved or adjusted, and shall be responsible for, such removal or adjustment of all existing structures, pole lines, pipelines, meters, and other Utilities, publicly or privately owned, which may be necessary for Construction of the Project in accordance with the final Design Plans. The expense of the removal or adjustment of the Utilities and Encroachments located on public right of way or easement shall be borne by the owner or the City.

11. **Future Encroachments.** The City shall prohibit future erection, installation, or construction of encroachments either on or above the Right of Way, and it shall not in the future permit the erection of fuel dispensing pumps upon the Right of Way of the City Connecting Link. The City shall require any fuel dispensing pumps erected, moved, or installed along the City Connecting Link to be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

12. **Legal Authority.** By signing this Agreement, the signatory certifies that the signatory has legal and actual authority as representative and agent for the City to enter into this Agreement on its behalf. The City agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

13. **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the design plans, which includes the City'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 City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and in compliance with PROWAG, and FHWA rules, regulations, and guidance pertaining to the same.

14. **Permanent Traffic Control.** The City must ensure 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, shall conform to the latest version of the MUTCD as adopted by the Secretary.

15. **Access Control.** The City shall maintain control of access rights and prohibit the construction or use of any entrance or access point along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

16. **Final Design Plans.** The final Design Plans shall depict the Project Limits. The Eligible/Participating bid items must be shown separately and listed apart from the Non-Eligible/Non-Participating bid items on the final Design Plans, bid documents, and on the detailed billing provided by the City. The City shall have the final Design Plans signed and sealed by a licensed professional engineer. The City shall furnish to KDOT's Bureau of Local Projects an electronic set of final Design Plans and specifications. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

17. **Program Administration.** In addition to complying with all requirements contained in Section 13.0 CCLIP of the LPA Project Development Manual:

(a) The City acknowledges that funding for the Project may be cancelled if the City proceeds to advertise, Let, or award a contract for the Project, prior to receipt of notification from KDOT's Bureau of Local Projects of its completion of the final review of the plans, specifications, and estimates (PS&E).

(b) The City acknowledges that funding for the Project may be cancelled if the City awards the contract for the Project prior to its receipt of an "Authority to Award" notification from KDOT's Bureau of Local Projects.

(c) The City shall provide to KDOT's Bureau of Local Projects with an electronic copy of the executed contract, the completed tax exemption form (PR-76 or PR-74a) and the City's Notice of Award.

(d) After the contract for the Project is awarded, the City shall promptly notify both the Project Manager of KDOT's Bureau of Local Projects and the KDOT Area Engineer to communicate the date the contractor is anticipated to begin work on the Project.

(e) The City acknowledges that any costs for work completed prior to receipt of a Notice of Actual Start Date from the KDOT Area Engineer are ineligible for participation in the Program, shall be deemed non-participating costs, and shall be the responsibility of the City.

18. **Discrimination Laws.** The City shall: (a) 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 not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) comply with the reporting requirements set out at K.S.A.

§ 44-1031 and K.S.A. § 44-1116; and (d) include those provisions set forth in (a) through (c) in every contract, subcontract or purchase order so they are binding upon such Contractor, subcontractor or vendor. If the City fails to comply with any applicable requirements of (a) through (d) above or if the City is found guilty of any violation by federal or state agencies having enforcement jurisdiction for those Acts, such violation shall constitute a breach of this Agreement. If the Secretary determines the City has violated applicable provisions of the ADA, the violation shall constitute a breach of this Agreement. If any violation under this paragraph occurs, this Agreement may be cancelled, terminated, or suspended in whole or in part.

19. **Inspections.** The City shall provide the Construction Engineering/inspection necessary to determine substantial compliance with the final Design Plans, specifications, and this Agreement. The City shall require at a minimum all personnel, whether City or Consultant, to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the City executes an agreement for inspection, the agreement must contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

20. **Corrective Work.** Representatives of the Secretary may make periodic inspections of the Project and the records of the City as may be deemed necessary or desirable. The City 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 the funding participation in the CCLIP (SP) Resurfacing Program. The Secretary does not undertake (for the benefit of the City, 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 final Design Plans and specifications.

21. **Attestation.** Upon completion of the Project the City shall have a licensed professional engineer employed or retained by the City attest in an email to the KDOT Area Engineer and the Project Manager for KDOT's Bureau of Local Projects, that the Project was completed in substantial compliance with the final Design Plans and specifications.

22. **Final Acceptance.** Prior to issuing final payment to the Contractor, the City must obtain final acceptance of the Project from the KDOT Area Engineer.

23. **Accounting.** Upon request by the Secretary, the City shall provide the Secretary with an accounting of all actual Non-Participating costs which are paid directly by the City to any party outside of KDOT and costs incurred by the City not to be reimbursed by KDOT for Preliminary Engineering, Utility adjustments, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

24. **Reimbursement Request.** The City shall request payment from the Secretary after the City has paid the Contractor in full, and a licensed professional engineer has attested in writing that the Project has been completed in substantial compliance with the final Design Plans and specifications.

25. **Audit.** The City shall participate and cooperate with the Secretary in an annual audit of the Project. The City 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 Agreement. If any such audits

reveal payments have been made with state funds by the City for items considered Non-Participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE V

GENERAL PROVISIONS:

1. **City Connecting Link Maintenance Agreement.** The Parties entered into an agreement covering routine maintenance of the City Connecting Link within City limits. It is the Parties' intention that the agreement for routine maintenance shall remain in full force and effect and the mileage set out in the City Connecting Link maintenance agreement is not affected by this Agreement.

2. **Existing Right of Way.** The Project will be constructed within the limits of the existing right of way.

3. **Incorporation of Final Plans.** The final Design Plans and specifications are by this reference made a part of this Agreement.

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

5. **Project Modification.** Any of the following Project changes require the City to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be Let
- b. Project length
- c. Project location
- d. Project scope

Items b, c, and d require an attached map to scale.

It is further mutually agreed during Construction that the City shall notify the Secretary of any changes in the plans and specifications.

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

7. **Contractual Provisions.** The Provisions found in the current version of the **Contractual Provisions Attachment (Form DA-146a)**, which is attached, are incorporated into and made a part of this Agreement.

8. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement 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 Agreement.

9. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement are binding upon the Secretary and the City and their successors in office.

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

11. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.

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

13. **Severability.** If any provision of this Agreement or any attachments hereto is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers.

ATTEST:

CITY OF OSAGE CITY, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

KANSAS DEPARTMENT OF TRANSPORTATION
SECRETARY OF TRANSPORTATION

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

Approved as to form:

INDEX OF ATTACHMENTS

Civil Rights Attachment
Contractual Provisions Attachment (Form DA-146a)

**KANSAS DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS ACT ATTACHMENT**

PREAMBLE

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

CLARIFICATION

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

ASSURANCE APPENDIX A

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

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.

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

ASSURANCE APPENDIX E

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

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

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This Contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation or Funding Source:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated or no longer exist to continue the function performed in this Contract and for the payment of the charges hereunder due to the loss of the funding source, the Contracting State Agency may terminate this Contract immediately or at the end of its current fiscal year. The Contracting State Agency agrees to give written notice of termination to the non-State Agency Contracting Party at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this Contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. The non-State Agency Contracting Party shall have the right, at the end of such fiscal year, to take possession of any equipment provided to the Contracting State Agency under the contract. The Contracting State Agency will pay to the non-State Agency Contracting Party all regular contractual payments incurred prior to the period of notification or through the end of the fiscal year as determined by period of notification given by the Contracting State Agency, plus contractual charges incidental to the return of any such equipment. Upon termination of the Contract by the Contracting State Agency, title to any such equipment shall revert to the non-State Agency Contracting Party at the end of the Contracting State Agency's current fiscal year. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the Parties.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the Contracting State Agency to defend, hold harmless, or indemnify any non-State Agency Contracting Party or third party for any acts or omissions. The liability of the Contracting State Agency is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. **Anti-Discrimination Clause**: The non-State Agency Contracting Party agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the non-State Agency Contracting Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration; (f) the non-State Agency Contracting Party agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) the non-State Agency Contracting Party agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the non-State Agency Contracting Party has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the Contract may be canceled, terminated, or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration.
6. **Acceptance of Contract**: This Contract shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this Contract shall find that the Contracting State Agency has agreed to binding arbitration, or the payment of damages or penalties. Further, the Contracting State Agency does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the Contracting State Agency at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract**: By signing this contract, the representative of the non-State Agency Contracting Party thereby represents that such person is duly authorized by the non-State Agency Contracting Party to execute this Contract on behalf of the non-State Agency Contracting Party and that the non-State Agency Contracting Party agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes**: The Contracting State Agency shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Contract.
10. **Insurance**: The Contracting State Agency shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this Contract, nor shall this Contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the non-State Agency Contracting Party shall bear the risk of any loss or damage to any property in which the non-State Agency Contracting Party holds title.

11. **Information**: No provision of this Contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment**: The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the Contracting State Agency to reiterate that nothing related to this Contract shall be deemed a waiver of the Eleventh Amendment.
13. **Campaign Contributions / Lobbying**: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
14. **Restricted Funding Source**: The non-State Agency Contracting Party acknowledges and understands the Contracting State Agency's share of the Contract's total, actual, and eligible costs may be funded through the receipt of or reimbursement through federal funds. The Contracting State Agency does not assume any liability in connection with the Contract's total, actual, and eligible costs which may be paid through the receipt of or reimbursement through federal funds. The non-State Agency Contracting Party shall reimburse the Contracting State Agency for any funds approved for this Contract and expended by the Contracting State Agency for which the Contracting State Agency is not reimbursed by the Federal Government or for which such funds are determined by the Federal Government to no longer be available to be used by the Contracting State Agency for said Contract.