AGENDA
CITY OF AUGUSTA
Council Meeting
Tuesday, February 20, 2024
7:00 P.M.

"Augusta – Where the metro's edge meets the prairie's serenity offering the perfect blend of opportunity and proximity for living, commerce and culture."

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. PRAYER
Mac Martin, First Baptist Church

D. MINUTES

1. CITY COUNCIL MEETING MINUTES
Approval of minutes of the February 5, 2024 City Council meeting.

a) Council Motion / Vote

E. APPROPRIATION ORDINANCE

1. ORDINANCE(S)
Consider approval of Appropriation Ordinance No. 2 dated February 14, 2024.

a) Council Motion / Vote

F. PROCLAMATIONS

1. **Proclamation** – Declaring the week of March 4-8, 2024, as Severe Weather Preparedness Week

G. VISITORS

1. **Call for Other Visitors.** *(Visitors may be recognized at this time to address the Governing Body regarding items not specifically listed on the Agenda – 5-minute limit.*

H. BUSINESS

1. **MEMORDANDUM OF UNDERSTANDING WITH AARTI FOR REDBUD TRAIL MAINTENANCE AND UPKEEP**
   Consider approval of collaborative partnership memorandum of understanding (MOU) with Andover Augusta Rail Trail Initiative (AARTI) regarding the Redbud Pedestrian Trail system located between milepost 485.2 (near Augusta) and milepost 488.35 (near Andover).

   a) Staff Report
   b) AARTI Presentation
   c) **Council Motion / Vote**

2. **LEASE PURCHASE AGREEMENT FOR COMPACT TRACK LOADER FOR SANTA FE LAKE**
   Consider approval of a 5-year lease purchase agreement with First Bank for a Case TR 310B CTL for use at Santa Fe Lake, at a cost of $16,240 per year ($81,200 total); authorize City Manager Josh Shaw to execute the agreement; and authorize the purchase of a 60-month / 3,000-hour extended warranty for $3,535.

   a) Staff Report
   b) **Council Motion / Vote**

3. **RENTAL AGREEMENT FOR AIRPORT TRACTOR**
   Consider approval of rental of a 6 series John Deere tractor with loader attachment from Prairieland Partners and authorize City Manager Josh Shaw to sign a 12-month / 350-hour rental agreement at a cost of $7,882.

   a) Staff Report
   b) **Council Motion / Vote**

4. **TAXABLE INDUSTRIAL REVENUE BONDS – BUTLER COUNTY – HATTAN FORD PROJECT**
   Consider approval of the adoption of Resolution No. 24-05 by the Board of County Commissioners of Butler County, Kansas regarding the issuance of Taxable Industrial Revenue Bonds to finance the acquisition, construction and equipping of a commercial facility to be located within three miles of the corporate limits of Augusta.

   a) Staff Report
   b) **Council Motion / Vote**

5. **SCHEDULE PROJECT PERFORMANCE PUBLIC HEARING FOR CDBG GRANT NO. 22-PF-003 FOR THE ACQUISITION OF A FIRE TRUCK**

   Consider scheduling a public hearing on Monday, March 18, 2024, at 7:00 p.m. in the City Council Room located at City Hall, 113 E. 6th Avenue, Augusta, Kansas for the purpose of evaluating the performance of Grant No. 22-PF-003 for the acquisition of a fire truck.

   a) Staff Report
   b) **Council Motion / Vote**

6. **DISCUSSION / DIRECTION REGARDING FUNDING FOR TRAP/ NEUTER/VACCINATE/RETURN OF FERAL CATS**

   Discuss and provide direction regarding funding for Trap/Neuter/ Vaccinate/Return (TNVR) of feral cats.

   a) Staff Report
   b) **Council Motion / Vote**

I. MATTERS FROM/FOR COUNCIL

1. **Call for Other Matters.** *(Council members may be recognized at this time to address the Governing Body regarding items not specifically listed on the Agenda).*

J. INFORMATIONAL MEMORANDUM

K. EXECUTIVE SESSION

1. Staff recommends that Council go into executive session for preliminary discussion of acquisition of real property.

L. ADJOURNMENT

DRAFT

CITY COUNCIL
FEBRUARY 5, 2024
7:00 P.M.

The Council of the City of Augusta, Kansas met in regular session on February 5, 2024, with Mayor Mike Rawlings presiding. Council present were Mike Martin, Eric Birk, Bob Bailey, Shane Scott, Kip Richardson, Shawn Davis, Jeff Brown, and Jake Marr. Also present: City Attorney Andrew Marino, City Manager Josh Shaw, Assistant City Manager Kamme Sroufe, and City Clerk/Director of Finance Erica Jones. Staff Present: Director of Public Safety Todd Ackerman, Rob Cooper, Shawna Cortez, and Susan Smith. Visitors: Katherine Wallace, Maggi Davis, Diana Burress, Walter Burress, Brooke Ponce, Amy Wells, Brad Shores, Joe Terick, Lyn Dryden, Eldon Foreman, Mac Martin and Kyle Sisco.

Pledge of Allegiance

Prayer: Mac Martin, First Baptist Church, gave the invocation.

Minutes: Richardson made a motion to approve the minutes of the January 16, 2024 City Council meeting and minutes of the January 29, 2024 Strategic Retreat Council meeting. Davis seconded the motion. Motion carried without opposition.

Ordinance: Richardson made a motion to approve Ordinance #1A dated January 17, 2024 and Ordinance #1B dated January 31, 2024. Brown seconded the motion. Motion carried without opposition.

Business:

Ordinance No. 2232, Conditional Use Permit CU2024-01 to Allow a Brewpub to Operate at 418 State Street: Council members Brown and Scott recused themselves from the discussion as they are involved in this business. Davis made a motion to approve Ordinance No. 2232 adopting Conditional Use No. CU2024-01, allowing the property owner, Beer Drinkers Properties, LLC, to operate a brewpub on property currently zoned C-1 (Main Street Commercial), located at 418 State Street in Augusta's Downtown District, as recommended by the Augusta Planning Commission. Marr seconded the motion. Roll Call: Martin Yes, Birk Yes, Bailey Yes, Richardson Yes, Davis Yes, Marr Yes. Motion carried with Brown and Scott abstaining from the vote.

Master Services Agreement with JEO Consulting Group for City Engineering Services: Richardson made a motion to approve the Master Services Agreement with JEO Consulting Group and authorize termination of the Master City Engineering Services agreement with Schwab Eaton. Martin seconded the motion. Motion carried without opposition.

CTB Grant for the Castle Park Project; Resolution No. 2024-03 Authorizing Use of Guest Tax Funds for the Castle Park Playground: Richardson made a motion to approve Resolution No. 2024-03 authorizing use of guest tax funds for the Castle Park Playground project in the amount of $9,000. Brown seconded the motion. Motion carried without opposition.

Facility Use Agreement with Flatwater Fitness & Fun, LLC for Fitness Classes and Cross-Training Activities at Santa Fe Lake: Brown made a motion to approve a Facility Use Agreement with Flatwater Fitness & Fun, LLC for fitness classes and cross-training activities at Santa Fe Lake. Martin seconded the motion. Motion carried without opposition.

Pedestrian Improvements for Traffic Signals: Marr made a motion to purchase audible pedestrian push button systems from Gades Sales Co. Inc. at a cost not to exceed $23,290.00. Davis seconded the motion. Motion carried without opposition.

Contract to Purchase Storm Sirens: Richardson made a motion to approve a contract with Blue Valley Public Safety to purchase three new Federal Signal storm sirens at a cost not to exceed $91,937.89. Martin seconded the motion. Motion carried without opposition.

Supplemental Agreement No. 1 to Agreement No. 018-23 – Redbud Trail Bridge: Brown made a motion to approve Supplemental Agreement No. 1 to Agreement No. 018-23 with KDOT dated April 28, 2023 clarifying ownership, maintenance, and inspection responsibilities of the Redbud Trail pedestrian bridge over US-54. Davis seconded the motion. Motion carried with Martin voting in opposition.

Purchase of Utility Vehicle for Santa Fe Lake: Marr made a motion to authorize the purchase of a new 2023 Kawasaki Mule 4010 4x4 FE from Jay Hatfield Motorsports of Wichita at a cost not to exceed $11,262.00. Scott seconded the motion. Motion carried without opposition.

Mayoral Appointment to Public Library Board: Richardson made a motion to appoint Kara Winter to the Augusta Public Library Board. Marr seconded the motion. Motion carried without opposition.

Appointment to Airport Advisory Board: Davis made a motion to appoint Shane Scott to serve on the Augusta Municipal Airport Advisory Board. Brown seconded the motion. Motion carried without opposition.

Matters From/For Council and Informational Memorandum:

City Manager: Richardson made motion to schedule a Strategic Retreat Part II meeting on Saturday, March 2nd at 9 a.m. Marr seconded the motion. Motion carried without opposition.

Mayor Rawlings reminded everyone that the next City Council meeting will be on Tuesday, February 20th because of the Presidents' Day holiday.

Martin: Martin mentioned at the meeting on January 16th that there were some streets that needed to be fixed and there is a street at Woodridge Court and Helen that also needed repair. Rawlings stated he had passed that along as well.

Brown: Brown stated that on Ohio Street, just past Belmont, there are a lot of ruts from a contractor that needs to get fixed and that he thought it was Ideatek. Shaw stated he would follow up with them about getting them fixed.

Adjourn: At 8:42 p.m., Richardson made a motion to adjourn. Brown seconded the motion. Motion carried without opposition.

City Clerk

City of Augusta

A/P Warrant Register

ORDINANCE #2 (02/14/2024)

For checks after: 02/01/2024

PO Number	Vendor Number	Claimant Name	PO Description	Warrant Number	Warrant Amt	Fund	Fund Amt
0000181481	4128	JAY HATFIELD MOTORSPORTS, LLC	DEPT EQUIP-SFL	82159	$ 11,262.00	01-1600	$ 11,262.00
0000181482	2153	WEX	FUEL-SAFETY, ANIMAL CONTROL	82160	$ 3,345.11	01-1300	$ 3,203.44
						01-1800	$ 141.67
0000181484	0870	AEROMET ENGINEERING, INC.	EDUCATION-ELEC PROD	82162	$ 1,650.00	40-6200	$ 1,650.00
0000181562	1228	AIRGAS USA, LLC	EQUIP SUPP-WW	82163	$ 21.99	50-7000	$ 21.99
0000181552	0334	AMERICAN FAMILY	AFLAC DEDUCTION-P/R 2/14/24	82164	$ 2,174.12	37-0000	$ 2,174.12
0000181483	2369	ASCENT AVIATION GROUP, INC	EQUIP LEASING-AP	82165	$ 46.00	70-7100	$ 46.00
0000181485	1632	AT&T	MONTHLY SERV	82166	$ 2,827.32	01-1200	$ 156.47
						01-1300	$ 950.43
						30-5200	$ 155.72
						40-6100	$ 156.47
						40-6200	$ 312.94
						50-7000	$ 1,095.29
0000181569	0285	AUGUSTA ACE HOME CENTER	BLDG&GRNDS SUPP, EQUIP SUPP-AL	82167	$ 2,885.28	01-1000	$ 65.65
						01-1400	$ 930.60
						01-1500	$ 371.19
						01-1600	$ 56.31
						01-1900	$ 50.51
						15-4100	$ 207.86
						20-4500	$ 37.78
						30-5200	$ 267.35
						40-6200	$ 106.09
						40-6300	$ 277.35
						50-7000	$ 494.30
						70-7100	$ 20.29
0000181486	0018	AUGUSTA ANIMAL CLINIC	PROF SERV-ANIMAL CONTROL	82168	$ 2,747.00	01-1800	$ 2,747.00
0000181578	3903	BEACON TIRE	VEH MAINT-ANIMAL CONTROL	82169	$ 218.42	01-1800	$ 218.42
0000181546	3631	BORDER STATES INDUSTRIES INC	BASE GRANT, ELEC REP SUPP-ELE	82170	$ 29,161.23	40-6300	$ 11,287.53
						55-5530	$ 17,873.70
0000181487	0209	BRENNTAG SOUTHWEST INC	CHEMICALS-WTR PROD	82171	$ 12,793.44	30-5200	$ 12,793.44
0000181567	2806	BRIDGEWELL RESOURCES LLC	ELEC REP SUPP-ELEC DIST	82172	$ 21,640.33	40-6300	$ 21,640.33
0000181557	9598	BRUCE & LEHMAN, LLC	GARNISHMENT-P/R 2/14/24	82173	$ 61.63	37-0000	$ 61.63
0000181490	0046	BUTLER COUNTY LANDFILL	LANDFILL FESS-SANIT	82174	$ 15,666.90	20-4500	$ 15,666.90
0000181489	0039	BUTLER COUNTY SHERIFF	PRSIONER CARE-SAFETY	82175	$ 420.00	01-1300	$ 420.00
0000181488	1638	BUTLER RURAL WATER DIST #5	WTR PURCH, BLDG&GRNDS MAINT-	82176	$ 518.65	01-1600	$ 232.92
						70-7100	$ 285.73
0000181575	0743	CENTURY BUSINESS SOLUTIONS	PROF SERV-ELEC ADMIN	82177	$ 50.00	40-6100	$ 50.00
0000181491	1845	CINTAS FIRST AID & SAFETY	PERS SUPP,BLDG&GRNDS SUPP-ELE	82178	$ 489.54	20-4500	$ 482.39
						40-6300	$ 7.15
0000181555	0029	CITY - INSURANCE ACCOUNT	DEDUCTION-P/R 2/14/24	82179	$ 1,978.25	37-0000	$ 1,978.25
0000181492	0651	CITY OF EL DORADO	WTR PURCH-WTR PROD	82180	$ 36,460.08	30-5200	$ 36,460.08
0000181493	3020	CMI, INC	EQUIP SUPP-SAFETY	82181	$ 105.97	01-1300	$ 105.97
0000181494	4064	CONTROLLED FORCE, INC	EDUCATION-SAFETY	82182	$ 1,940.00	01-1300	$ 1,940.00
0000181495	0966	COX COMMUNICATIONS	MONTHLY SERV	82183	$ 4,316.60	01-1000	$ 442.93
0000181577					$ 4,289.16	01-1000	$ 442.32
						01-1100	$ 87.75
0000181495					$ 4,316.60	01-1100	$ 87.75
						01-1200	$ 268.58
0000181577					$ 4,289.16	01-1200	$ 268.58
						01-1300	$ 699.82
0000181495					$ 4,316.60	01-1300	$ 699.82
						01-1400	$ 52.86
0000181577					$ 4,289.16	01-1400	$ 52.87
						01-1500	$ 116.21
0000181495					$ 4,316.60	01-1500	$ 116.21
						01-1600	$ 20.75
0000181577					$ 4,289.16	01-1600	$ 20.75
						01-1700	$ 31.00
0000181495					$ 4,316.60	01-1700	$ 31.00
						01-1800	$ 25.00
0000181577					$ 4,289.16	01-1800	$ 25.00
						01-1900	$ 116.21
0000181495					$ 4,316.60	01-1900	$ 116.21
						15-4100	$ 23.97
0000181577					$ 4,289.16	15-4100	$ 23.97
						20-4500	$ 98.98
0000181495					$ 4,316.60	20-4500	$ 98.98
						30-5100	$ 102.88
0000181577					$ 4,289.16	30-5100	$ 102.88
						30-5200	$ 348.50
0000181495					$ 4,316.60	30-5200	$ 376.34
						40-6100	$ 616.77
0000181577					$ 4,289.16	40-6100	$ 617.77
						40-6200	$ 248.65
0000181495					$ 4,316.60	40-6200	$ 248.65
						40-6300	$ 70.50
0000181577					$ 4,289.16	40-6300	$ 70.50
						50-7000	$ 308.69
0000181495					$ 4,316.60	50-7000	$ 308.69

						70-7100	$ 608.71
0000181577					$ 4,289.16	70-7100	$ 608.71
0000181496	0101	D & S AUTO SUPPLY, INC.	VEH MAINT, VEH SUPP-ALL DEPTS	82184	$ 1,461.52	01-1200	$ 25.07
						01-1300	$ 116.93
						01-1500	$ 140.50
						01-1800	$ 28.36
						15-4100	$ 506.87
						20-4500	$ 291.70
						30-5200	$ 31.65
						40-6200	$ 55.23
						50-7000	$ 265.21
0000181527	2676	D GERBER COMMERCIAL POOL PRODUCTS AND SERVICES, LLC	EDUCATION-POOL	82185	$ 700.00	01-1700	$ 700.00
0000181497	3169	DE LAGE LANDEN	EQUIP LEASING-ADMIN, CC	82186	$ 346.35	01-1000	$ 173.17
						01-1100	$ 173.18
0000181498	0682	DELTA DENTAL PLAN OF KANSAS	DENTAL INS	82187	$ 6,020.69	09-3600	$ 3,489.33
						15-4100	$ 120.18
						20-4500	$ 227.73
						30-5100	$ 120.18
						30-5200	$ 519.33
						40-6100	$ 271.47
						40-6200	$ 518.74
						40-6300	$ 319.52
						50-7000	$ 331.56
						70-7100	$ 102.65
0000181499	1704	DEZURIK, INC	EQUIP MAINT-WW	82188	$ 14,153.76	50-7000	$ 14,153.76
0000181500	3189	DIGITAL OFFICE SYSTEMS	EQUIP LEASING-ADMIN	82189	$ 135.63	01-1000	$ 135.63
0000181545	0178	DONDLINGER & SONS CONSTRUCTION CO.	CONST-AP PJ	82190	$ 98,243.55	84-8400	$ 98,243.55
0000181501	2495	ELLIOTT EQUIPMENT CO	VEH MAINT-SANIT	82191	$ 6,708.88	20-4500	$ 6,708.88
0000181579	0324	EMC INSURANCE COMPANIES	INSUSRANCE	82192	$ 35,714.47	01-1000	$ 1,562.69
						01-1100	$ 37.97
						01-1200	$ 362.50
						01-1300	$ 3,336.21
						01-1350	$ 37.97
						01-1400	$ 405.11
						01-1500	$ 1,150.69
						01-1600	$ 304.80
						01-1700	$ 519.05
						01-1800	$ 130.86
						01-1900	$ 544.79
						05-3200	$ 328.58
						15-4100	$ 1,330.03
						20-4500	$ 2,243.53
						30-5100	$ 1,152.64
						30-5200	$ 2,888.00
						40-6100	$ 3,851.68
						40-6200	$ 10,144.64
						40-6300	$ 2,216.92
						50-7000	$ 1,956.09
						70-7100	$ 1,209.72
0000181549	0168	EMPRISE BANK	FWTH-P/R 2/14/24	82193	$ 54,178.36	37-0000	$ 54,178.36
0000181528	4044	ENTERPRISE FLEET MANAGEMENT, INC	LEASED VEHICLES	82194	$ 9,739.16	25-2510	$ 6,716.84
						41-6800	$ 3,022.32
0000181502	9602	EVERLONG GROUP MEDICAL CAPTIVE SERVICES, LLC	HEALTH INS	82195	$ 30,240.00	39-3950	$ 30,240.00
0000181503	4116	GEOTAB USA, INC	SAFETY EQUIP-ELEC ADMIN	82196	$ 35.00	40-6100	$ 35.00
0000181504	1773	GLOCK PROFESSIONAL INC	EDUCATION-SAFETY	82197	$ 250.00	01-1300	$ 250.00
0000181568	0199	GO! AUGUSTA	OTHER SERV-CTB	82198	$ 1,000.00	05-3200	$ 1,000.00
0000181505	0084	GRAINGER	BLDG&GRNDS SUPP-WW	82199	$ 62.10	50-7000	$ 62.10
0000181506	2826	HALO BRANDED SOLUTIONS, INC	PERS SUPP-WW	82200	$ 1,229.42	50-7000	$ 1,229.42
0000181507	0302	HAWKS INTER-STATE	BLDG&GRNDS MAINT-ADMIN, CD	82201	$ 270.28	01-1000	$ 114.76
						01-1200	$ 65.76
						40-6200	$ 89.76
0000181508	0087	HIZEY SERVICE & SUPPLY, INC.	SNOW REMOVAL, EQUIP MAINT	82202	$ 1,371.00	15-4100	$ 186.66
						30-5200	$ 853.25
						40-6200	$ 139.46
						50-7000	$ 191.63
0000181572	2828	HMS LLC	BLDG&GRNDS SUPP-STR	82203	$ 149.98	01-1400	$ 149.98
0000181509	2805	HUBER & ASSOCIATES, INC	MAINT & SUPP-E911	82204	$ 1,741.04	24-2440	$ 1,741.04
0000181553	0711	ICMA RETIREMENT TRUST-457	ICMA DEDUCTION-P/R 2/14/24	82205	$ 3,700.20	37-0000	$ 3,700.20
0000181510	3183	ISERVE INC	BLDG&GRNDS MAINT-SAFETY	82206	$ 958.00	01-1300	$ 958.00
0000181571	4017	JEO CONSULTING GROUP INC	PROF SERV-ELEC DIST	82207	$ 2,150.67	40-6300	$ 2,150.67
0000181550	0303	K P E R S	KPERS-P/R 2/14/24	82208	$ 47,215.04	37-0000	$ 47,215.04
0000181556	0813	KANSAS PAYMENT CENTER	CHILD SUPPORT-P/R 2/14/24	82209	$ 292.62	37-0000	$ 292.62
0000181547	1784	KDHE-BUREAU OF WATER	PRINCIPAL&INT-WW RES	82210	$ 38,940.11	47-4940	$ 38,940.11
0000181551	0106	KS DEPT OF REVENUE	ST WTH-P/R 2/14/24	82211	$ 10,022.59	37-0000	$ 10,022.59
0000181559			ST WTH-P/R1/31/24		$ 10,157.60	37-0000	$ 10,157.60
0000181574	2273	KU TRANSPORTATION CENTER	EDUCATION-STR	82212	$ 260.00	01-1400	$ 260.00
0000181512	0110	LEAGUE OF KS. MUNICIPALITIES	DUES&MEMBERSHIPS-ADMIN	82213	$ 4,569.22	01-1000	$ 1,523.08
						30-5100	$ 1,523.07
						40-6100	$ 1,523.07
0000181558	2548	LEGALSHIELD	DEDUCTION-P/R 2/14/24	82214	$ 438.27	37-0000	$ 438.27
0000181511	0511	LOWE'S COMPANIES, INC	BLDG&GRNDS SUPP-SFL, CEM	82215	$ 386.03	01-1600	$ 236.55
						01-1900	$ 149.48
0000181518	1684	MATHESON TRI-GAS, INC	EQUIP MAINT-ELEC PROD	82216	$ 2,079.44	40-6200	$ 2,079.44
0000181519	3533	MEM INDUSTRIAL	BLDG&GRNDS MAINT-POOL	82217	$ 2,191.60	01-1700	$ 2,191.60
0000181520	3425	MID-AMERICAN RESEARCH CHEMICAL	CHEMICALS-WW	82218	$ 323.66	50-7000	$ 323.66

0000181560	1572	MIDWEST TRUCK EQUIPMENT, INC	VEH MAINT-AP	82219	$ 545.00	70-7100	$ 545.00
0000181513	3268	NATIONAL SCREENING BUREAU	PERS SUPP-PARKS	82220	$ 94.70	01-1500	$ 94.70
0000181514	9603	NATIONAL UNION FIRE INSURANCE COMPANY OF VERMONT	HEALTH INS	82221	$ 73,238.50	39-3950	$ 73,238.50
0000181544	0122	OLSSON ASSOCIATES	PROF SERV--AP PJ	82222	$ 23,436.13	84-8400	$ 23,436.13
0000181573	0162	OVERHEAD DOOR COMPANY	BLDG&GRNDS MAINT-STR, SPCC	82223	$ 362.50	01-1400	$ 212.50
						15-4100	$ 150.00
0000181563	0124	PACE ANALYTICAL	PROF SERV-WW	82224	$ 637.70	50-7000	$ 637.70
0000181529	3518	PAYLOCITY	PROF SERV-ALL DEPTS	82225	$ 2,251.85	09-3600	$ 1,387.03
						15-4100	$ 35.54
						20-4500	$ 128.34
						30-5100	$ 39.49
						30-5200	$ 132.29
						40-6100	$ 78.98
						40-6200	$ 136.24
						40-6300	$ 177.70
						50-7000	$ 100.70
						70-7100	$ 35.54
0000181570	2694	PD PLUMBING HEATING & COOLING	PROF SERV-WW	82226	$ 765.00	50-7000	$ 765.00
0000181530	4065	POWERDMS, INC	DEPT EQUIP-SAF RESERVE	82227	$ 10,523.35	26-5050	$ 10,523.35
0000181531	1090	POWERPLAN	EQUIP MAINT, EQUIP SUPP-WW	82228	$ 300.74	50-7000	$ 300.74
0000181532	3177	PRESSURE WASHER SALES & SERVICE	EQUIP SUPP-WW	82229	$ 59.55	50-7000	$ 59.55
0000181533	1985	PROPANE CENTRAL, LLC	GAS UTILITY-AP	82230	$ 2,720.16	70-7100	$ 2,720.16
0000181534	4067	PVS DX INC	CHEMICALS-WTR PROD	82231	$ 2,700.48	30-5200	$ 2,700.48
0000181535	0850	QUILL CORPORATION	OFC SUPP-ELEC DIST	82232	$ 213.29	40-6300	$ 213.29
0000181515	1729	RAILROAD MANAGEMENT CO III, LLC	OTHER SERV-WTR PROD	82233	$ 796.87	30-5200	$ 796.87
0000181516	3250	RANSON FINANCIAL GROUP LLC	EQUIP -SAFETY EQUIP RESERVE	82234	$ 2,500.00	26-5050	$ 2,500.00
0000181517	3612	REGIONAL MEDIA CORPORATION	MONTHLY SERV	82235	$ 131.67	01-1600	$ 131.67
0000181536	4066	S&A CONSTRUCTION, INC	CAP IMPROVEMENTS-LIBRARY	82236	$ 3,416.95	16-4200	$ 3,416.95
0000181537	0204	SALINA SUPPLY CO	WTR REP SUPP-WTR PROD	82237	$ 585.05	30-5200	$ 585.05
0000181538	0875	SALISBURY SUPPLY CO, INC	TOOLS-ELEC PROD	82238	$ 397.00	40-6200	$ 397.00
0000181548	2731	SHRED-IT USA LLC	OTHER SERV-ELDC ADMIN	82239	$ 45.07	40-6100	$ 45.07
0000181539	0676	SMITH & LOVELESS, INC	EQUIP SUPP-WW	82240	$ 664.97	50-7000	$ 664.97
0000181540	0657	SOUTHWIND OIL CORP	FUEL, DIESEL-ALL DEPTS	82241	$ 4,155.08	01-1200	$ 171.37
						01-1500	$ 508.43
						15-4100	$ 1,959.53
						20-4500	$ 133.02
						30-5100	$ 160.38
						30-5200	$ 641.83
						40-6100	$ 160.39
						50-7000	$ 420.13
0000181554	3638	STANDARD INSURANCE COMPANY	DEDUCTION-P/R 2/14/24	82242	$ 849.25	37-0000	$ 849.25
0000181541	3923	SUNBELT SOLOMON SERVICES LLC	ELEC REP SUPP-ELEC DIST	82243	$ 6,215.00	40-6300	$ 6,215.00
0000181542	2681	SUPERIOR VISION	VISION INS	82244	$ 3,009.07	09-3600	$ 1,689.17
						15-4100	$ 79.36
						20-4500	$ 142.11
						30-5100	$ 39.68
						30-5200	$ 213.78
						40-6100	$ 213.78
						40-6200	$ 229.16
						40-6300	$ 180.56
						50-7000	$ 181.79
						70-7100	$ 39.68
0000181522	3471	TIRE DEALER'S WAREHOUSE	TIRES&BATTERIES-SAFETY, SANIT	82245	$ 1,133.85	01-1300	$ 388.94
						20-4500	$ 599.91
						50-7000	$ 145.00
0000181523	3569	TKFAST, INC	IT SERVICES-ALL DEPTS	82246	$ 4,798.00	01-1000	$ 405.61
						01-1100	$ 80.82
						01-1200	$ 201.64
						01-1300	$ 1,306.17
						01-1350	$ 68.41
						01-1400	$ 104.82
						01-1500	$ 44.41
						01-1600	$ 64.82
						01-1800	$ 44.41
						01-1900	$ 44.41
						20-4500	$ 467.48
						30-5100	$ 448.71
						30-5200	$ 234.46
						40-6100	$ 553.12
						40-6200	$ 128.82
						40-6300	$ 149.23
						50-7000	$ 426.66
						70-7100	$ 24.00
0000181524	2589	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS	PROF SERV-SAFETY	82247	$ 75.00	01-1300	$ 75.00
0000181561	2180	U.S. BANK EQUIPMENT FINANCE	EQUIP LEASING-AP, CD	82248	$ 604.76	01-1200	$ 426.98
						70-7100	$ 177.78
0000181525	0222	UNIFIRST CORPORATION	PERS SUPP, BLDG&GRNDS MAINT	82249	$ 2,317.01	01-1000	$ 41.85
						40-6200	$ 591.94
						40-6300	$ 1,683.22
0000181526	3322	UNIVERSITY OF KANSAS	EDUCATION-SAFETY	82250	$ 700.00	01-1300	$ 700.00
0000181564	1127	VERIZON WIRELESS	MONTHLY SERV	82251	$ 360.09	50-7000	$ 360.09
0000181565	0516	VERMEER GREAT PLAINS	TOOLS-ELEC DIST	82252	$ 280.97	40-6300	$ 280.97
0000181566	4054	VIRGINIA TRANSFORMER CORP	BASE GRANT	82253	$ 391,920.00	55-5530	$ 391,920.00
0000181521	0359	WESCO DISTRIBUTION, INC-4395-01	ELEC REP SUPP-ELEC DIST	82254	$ 8,325.22	40-6300	$ 8,325.22
0000181576	0102	WILLIAMSON PLUMBING, INC	BLDG&GRNDS MAINT-ADMIN	82255	$ 85.00	01-1000	$ 85.00

0000181543	3201	YMCA	YMCA FEES	82256	$	150.03	09-3600	$ 116.69
							40-6300	$ 33.34
							TOTAL	$ 1,095,870.12

A/P WARRENT REGISTER SUMMARY BY FUND & DEPT
For checks after: 2/1/2024

ORD 2 (08/14/2024)

Fund	Dept	Description	Dept-Amt	Fund Total
01	1000	ADMINISTRATION	$4,992.69	
01	1100	CITY CLERK	$467.47	
01	1200	COM DEVE	$1,946.95	
01	1300	SAFETY	$15,150.73	
01	1350	COURT	$106.38	
01	1400	STREET	$2,168.74	
01	1500	PARKS	$2,542.34	
01	1600	SANTA FE LAKE	$12,330.57	
01	1700	SWIMMING POOL	$3,472.65	
01	1800	ANIMAL CONTROL	$3,360.72	
01	1900	CEMETERY	$1,021.61	
				$47,560.85
02	2900	LIBRARY		
05	3200	GUEST TAX	$1,328.58	$1,328.58
06	3300	SPECIAL PARK		
08	3500	LIBR EMPL BENEFIT		
09	3600	EMPLOYEE BENEFIT	$6,682.22	$6,682.22
12	3900	STREET SALES TAX		
13	0000	REVENUE		
13	2430	CID APPROPRIATION		
15	4100	SPECIAL CITY/COUNTY	$4,623.97	$4,623.97
16	4200	CAPITAL IMPROVEMENTS	$3,416.95	$3,416.95
20	4500	REFUSE	$27,327.73	$27,327.73
24	2440	EMERG COMM (2012)	$1,741.04	$1,741.04
25	2510	LEASED VEHICLES	$6,716.84	$6,716.84
26	5050	EQUIP RESERVE SAFETY	$13,023.35	$13,023.35
30	5100	WATER ADMINISTRATION	$3,689.91	
30	5200	WATER PROD	$59,998.42	$63,688.33
31	3250	WATER SALES TAX FUND		
34	3410	KDHE WATER LOAN		
37	0000	REVENUE	$131,067.93	$131,067.93
39	3950	EMP HEALTH INSURANCE	$103,478.50	$103,478.50
40	0000	REVENUE		
40	6100	ELECTIRC ADMINISTRAT	$8,173.57	
40	6200	ELECTRIC PROD	$17,076.76	
40	6300	ELECTRIC DIST	$55,299.00	$80,549.33
41	6800	LEASED VEHICLES	$3,022.32	$3,022.32
47	4940	INTEREST	$38,940.11	$38,940.11
50	7000	WASTEWATER	$24,804.72	

A/P WARRENT REGISTER SUMMARY BY FUND & DEPT
For checks after: 2/1/2024

Fund	Dept	Description	Dept-Amt	Fund Total
				$24,804.72
53	8500	SALES TAX		
55	5530	BASE GRANT-CAP PROJ	$409,793.70	$409,793.70
70	7100	AIRPORT	$6,423.97	$6,423.97
72	7280	REDBUD TRAIL PROJECT		
84	8400	FAA LAND ACQUISTION	$121,679.68	$121,679.68
			Total:	$1,095,870.12

PROCLAMATION

WHEREAS: The severe weather and tornado season in Kansas has always been known as a potentially dangerous time, historically producing property damage, injuries, and even loss of life; and

WHEREAS: Since 1990, the National Weather Service has issued over 1,000 Severe Thunderstorm Warnings and more than 90 Tornado Warnings for Butler County. These included the storms that produced the deadly 1991 F-5 tornado and the destructive 2022 EF-3 tornado that impacted the City of Andover and rural Butler County.

WHEREAS: Everyone is potentially at risk during severe weather and tornado season, which reaches its peak in Kansas between March and June; and

WHEREAS: The National Weather Service, in conjunction with the State of Kansas and local jurisdictions, will be conducting a statewide tornado drill on Wednesday, March 6th at 11:00 a.m.; and

WHEREAS: The purpose of Severe Weather Preparedness Week is to heighten the public's understanding of the dangers associated with severe weather and tornadoes.

NOW, THEREFORE, I, Mayor Mike Rawlings, do hereby proclaim the week of March 4 through March 8, 2024 in the City of Augusta, Kansas as

SEVERE WEATHER PREPAREDNESS WEEK

IN WITNESS THEREOF, I have hereto set my hand and caused the Official Seal of Augusta, Kansas to be affixed this 20th day of February, 2024.

_____
Mike L. Rawlings, Mayor

ATTEST:

_____
Erica L. Jones, City Clerk

ITEM NO. H1

CITY OF AUGUSTA
CITY COUNCIL AGENDA REPORT

Meeting Date:	February 20, 2024
Department:	Administration
Submitted By:	Josh Shaw, City Manager
Prepared By:	Shawna Cortez, Assistant to the City Manager
Agenda Title:	**Memorandum of Understanding with Andover Augusta Rail Trail Initiative for Redbud Trail Maintenance and Upkeep**

RECOMMENDED ACTION:

Consider approval of collaborative partnership memorandum of understanding (MOU) with Andover Augusta Rail Trail Initiative (AARTI) regarding the Redbud Pedestrian Trail (Trail) system located between milepost 485.2 (near Augusta) and milepost 488.35 (near Andover).

BACKGROUND:

In December 2022, the City of Augusta (City) became the responsible party for the Notice of Interim Trail Use (NITU) for the portion of railroad right-of-way between Andover and Augusta upon the acceptance and approval by the Surface Transportation Board (STB) after a joint petition by the City and Butler County. AARTI is a Kansas 501(c)3 non-profit organization established to promote, sponsor, collaborate with other organizations and agencies, or independently conduct activities, including educational efforts, to encourage safe biking, running and walking, and a multi-use trail from Andover to Augusta.

The City has secured grant funding and other financial support to construct a pedestrian bridge over HWY 54/400 connecting the completed section of the trail west of the overpass to the incomplete section on the east side. In 2024 and future years, the City plans to pursue additional grant funding as necessary to secure financing to construct a second bridge over the Whitewater River to allow a connection with the paved trail within Augusta's city limits. AARTI is committed to helping the City construct and maintain trail segments in between the bridges and between the Whitewater River and Augusta's city limits. The City and AARTI have prepared the proposed MOU regarding their joint efforts to complete the trail project.

ANALYSIS:

Nothing in this MOU conveys any property rights to AARTI, and no financial relationship is created by the MOU, but the parties generally agree to work together in pursuit of the development of the trail to ensure there is a unified and responsive leadership of the project and to demonstrate

a commitment to the successful development and improvement of the project. Each party will continue its endeavor to improve and secure the financing necessary to fulfill their respective contributions toward improvement of the designated portions of the Trail. The MOU is not a commitment of funds or a designation or pledge of any financial resources.

AARTI commits to performing regular maintenance on the trail as resources and volunteers allow. Regular maintenance will consist of the removal of limbs, leaves, and other natural debris; picking up litter; and other similar activities. AARTI will provide notice to the city of volunteer activities and upcoming clean up days/events for the city to coordinate removal of debris piles and litter with city staff.

AARTI and the city will be the only groups or entities involved in the management and maintenance of the trail; however, AARTI may work with other partners and groups for maintenance activities as long as they are considered volunteers of AARTI. AARTI's members and volunteers assume all risks and hazards incidental to participation in the foregoing activities and agree to indemnify and hold harmless the city from all claims, damages, or actions arising or resulting from the maintenance activities on the Trail except for claims arising out of sole negligence of the City.

Although using a city facility, AARTI members or volunteers are not considered employees of the city, and this MOU is not intended to create a joint venture or principal-agent relationship. The MOU will continue for a period of one year. Either party may terminate the MOU upon 30-day written notice.

FISCAL IMPACT/FUNDING SOURCE:

AARTI's partnership for maintenance and upkeep along the trail section will reduce the City's overall cost for constructing and maintaining the trail segment long term. If not performed by volunteers, required maintenance and upkeep would be done by city staff.

Department Head Approval Date:
City Manager Approval Date: 2/16/24
City Attorney Approval Date:
Attachments *(list in packet assembly order)***:**

1. *Collaborative Partnership Memorandum of Understanding*

Collaborative Partnership Memorandum of Understanding

CITY OF AUGUSTA, KANSAS AND ANDOVER AUGUSTA RAIL TRAIL INITIATIVE

The CITY OF AUGUSTA, KANSAS ("CITY") and ANDOVER AUGUSTA RAIL TRAIL INITIATIVE, INC. ("AARTI") memorialize the following understandings regarding the Redbud Pedestrian Rail Trail ("Redbud Trail") system located between milepost 485.2, near Augusta, Kansas and milepost 488.35, near Andover, Kansas between the Augusta city limits and HWY 54/400 this ____ day of February, 2023.

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to document the collaboration between parties in accordance with the following provisions:

- To facilitate the construction of the remaining portions of the Redbud Trail connecting the city of Augusta to the completed portions of the trail system.
- To facilitate the maintenance and improvement of the Redbud Trail system in accordance with CITY standards and plans.
- To encourage and manage volunteer involvement in the maintenance of the Redbud Trail.
- To recognize AARTI as the primary partner in the maintenance of the Redbud Trail between Augusta and Andover.

II. Background and Statement of Mutual Interest

Whereas, upon the acceptance and approval by the Surface Transportation Board (STB) on December 6, 2022 after a joint petition filed by CITY and Butler County, the CITY became the responsible party for the Notice of Interim Trail Use (NITU) for the portion of the railroad right-of-way previously described; and

Whereas, AARTI is a Kansas 501(c)3 non-profit organization established for the purpose to specifically promote, sponsor, collaborate with other organizations and agencies or independently conduct activities, including educational efforts, to encourage safe and active biking, running and walking and a multi-use trail from Andover, Kansas to Augusta, Kansas; and

Whereas, the CITY has secured grant funding and other financial support to construct a pedestrian bridge over HWY 54/400 connecting the completed section of the Redbud Trail west of the overpass to the incomplete section on the east side; and

Whereas, the CITY intends to pursue additional grant funding in 2024 and subsequent years as necessary to secure financing to construct a second bridge over the Whitewater River to allow a connection with the paved trail within Augusta's city limits; and

Whereas, AARTI is committed to helping the CITY construct and maintain the trail segments in between the bridges and between the Whitewater River and Augusta's city limits; and

Whereas, AARTI and CITY desire to enter into an MOU regarding their joint efforts to complete the Redbud Trail project; and

Whereas, AARTI and CITY find it necessary and desirable to set out the efforts and working arrangements that each party believes necessary to complete and maintain the project.

III. Understandings

A. Obligations of the Parties

The parties acknowledge that no financial relationship is created between them by this MOU, but the parties generally agree to work together in the pursuit of the development of the Redbud Trail to ensure that there is unified and responsive leadership of the project and to demonstrate a commitment to the successful development and improvement of the project.

B. Cooperation

CITY will continue to pursue funding for the construction of the two bridges over HWY 54/400 and the Whitewater River. AARTI shall seek and provide the financial, material and labor resources necessary to improve and develop the Redbud Trail between the two bridges and between the Whitewater River and Augusta's city limits.

C. Resources and Funding

Each party shall continue its endeavor to improve and secure the financing necessary to fulfill their respective contributions toward improvement of the designated portions of the Redbud Trail project. This MOU is not a commitment of funds or a designation or pledge of any financial resources.

D. Trail Maintenance

AARTI commits to performing regular maintenance on the Redbud Trail as resources and volunteers allow. Regular maintenance will consist of such activities as the removal of limbs, leaves, and other natural debris from the trail, picking up litter, and other similar activities. AARTI shall provide notice to CITY of volunteer activities and upcoming clean up days/events for CITY to coordinate removal of debris piles and litter with CITY staff.

IV. Exclusivity

At the complete discretion of CITY, AARTI and CITY will be the only groups or entities involved in the management and maintenance of the Redbud Trail. AARTI may work with other partners and groups for maintenance activities as long as they are considered volunteers of AARTI.

V. Volunteer Labor

Unless AARTI has obtained prior consent from CITY, AARTI will use only volunteer, unpaid labor to conduct its maintenance activities and any other activities performed on the segment of the Redbud Trail controlled by CITY.

VI. Property Rights

Nothing in this MOU will convey any property rights to AARTI.

VII. Liability and Indemnification

AARTI, its members, and all volunteers assume all risks and hazards incidental to participation in the foregoing activities. AARTI agrees to indemnify, defend, and hold harmless CITY, its officers, agents, and employees, from all claims, damages, losses, suits, or actions, including reasonable costs and attorney fees, arising or resulting from the installation, construction, operation, maintenance, repair, renewal, replacement or removal of any trails, natural or man-made materials, or other facilities on CITY property by AARTI or its employees, agents, successors, or assigns upon the CITY's property described herein. AARTI also agrees to indemnify, defend, and hold harmless CITY, its agents, employees, officers and servants from all claims, damages, losses and expenses pertaining to the use of CITY property arising out of its AARTI operations or activities, CITY operations or activities, or the operations or activities of others. However, notwithstanding anything to the contrary, AARTI will not indemnify CITY for claims arising out of the sole negligence of CITY.

VIII. Not an Employee

Although utilizing a CITY facility, the AARTI, its members, agents or volunteers shall not be considered agents or employees of CITY or any purpose. It is understood by the AARTI and CITY that this MOU is not intended to create a joint venture or principal-agent relationship between them and their respective members, employees, officers, agents or volunteers.

IX. Term

This MOU will continue in effect until terminated by either party. Either party may terminate this MOU upon 30 days written notice to the other party.

Andover Augusta Rail Trail Initiative, Inc.
P.O. Box 692
Andover, Kansas 67002

X_____
Kim Austin, President

City of Augusta, Kansas
113 E. 6th Avenue
Augusta, Kansas 67010

X_____
Mike L. Rawlings, Mayor

ITEM NO. H2

CITY OF AUGUSTA
CITY COUNCIL AGENDA REPORT

Meeting Date:	February 20, 2024
Department:	Administration
Submitted By:	Josh Shaw, City Manager
Prepared By:	Shawna Cortez, Assistant to the City Manager
Agenda Title:	**Lease Purchase Agreement for Track Loader for Santa Fe Lake**

RECOMMENDED ACTION:

Consider approval of a 5-year lease purchase agreement with First Bank for a Case TR 310B Compact Track Loader for use at Santa Fe Lake, at a cost of $16,240 per year (plus $1 buyout to total $81,201); authorize City Manager Josh Shaw to execute the agreement; and authorize staff to purchase a 60-month / 3,000 hour extended warranty for $3,535.

BACKGROUND:

For years, Santa Fe Lake staff have been using a 2006 skid steer that was handed down from other departments. This skid steer has engine issues and has become non-operational and was approved for placement on purplewave.com for auction by the City Council in November 2023. Replacing this piece of equipment was not included in the 2024 budget because it was still a functional piece of equipment when the budget was being created. However, a compact track loader (CTL) is urgently needed for Santa Fe Lake if we are going to keep up with all our regular maintenance activities. Staff use this critical piece of equipment regularly for moving fallen trees, digging holes for posts, lifting and moving rock, road maintenance, brush removal, stump grinding, leveling dirt, filling holes, snow removal, trail maintenance, repairing shoreline, and more.

CTLs are similar to skid steers but have tracks instead of wheels and are better suited to driving over rough terrain and on softer ground like mud or loose soil without sinking in. With tracks, CTLs have the advantage of greater weight distribution over a larger surface area, are heavier than skid steers, and can accommodate heavier loads.

ANALYSIS:

Over the past several years the city has routinely utilized Sourcewell, a national purchasing cooperative, to simplify the acquisition process for new equipment. The city was able to locate a

Sourcewell contract for our preferred track loader. We then contacted First Bank, whom we have utilized multiple times in the past to provide a lease purchase arrangement since we do not have $72,500 readily available to purchase this equipment.

The lease will allow us to purchase a new Case TR 310B Compact Track Loader with 78" H.D. Dirt Bucket for $72,500 plus 5.603% interest for five years at cost of $16,240 per year plus $1 to buy the equipment at the end of the five years to total $81,201 total. If other financial resources become available (i.e. dividends, interest income, general fund cash, purplewave.com revenues), we can make larger payments towards principal to reduce total interest costs and pay the agreement off early. Staff also recommends purchasing a 60-month / 3,000-hour extended warranty separately for $3,535, which will help cover any maintenance costs in the initial term.

Alternatives:

1. **Do not Purchase Track Loader in 2024** – Council may choose to not purchase the track loader and review the purchase for the regular upcoming 2025 budget year process. This would require staff to go without performing a wide variety of maintenance functions at Santa Fe Lake for a year, pay for rental equipment from a vendor, or try to borrow from another department when other skid steer/loaders are not in use.

FISCAL IMPACT/FUNDING SOURCE:

The total cost for 2024 is $19,775 for the lease and warranty. After that, the annual lease payment is $16,240, which will need to be included in the annual budget document. Staff expects to receive approximately $6,000 from the auction of the old 2006 skid steer and some additional funding from the auction of old UTVs that would partially offset the cost of the first year's lease purchase payment and warranty. Council may also choose to allocate other financial resources to pay the

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Department Head Approval Date:
City Manager Approval Date: 2/16/2024
City Attorney Approval Date:
Attachments *(list in packet assembly order)***:**

1. *Equipment Lease Proposal*
2. *Sales Agreement with Extended Warranty*

City of Augusta - Equipment Lease Proposal - First Bank - February 13, 2024

Equipment Description	S/N	Cost	Down Payment	Origination Fee	Total Down	Amount Financed	Payment Frequency	Number of Payments	Rate	Residual	Regular Payment Amount
Case TR 310B Skid Steer	TBD	$72,500	$0	$0	$0	$72,500	Annual	5	5.603%	1	$16,240
								7	5.653%	1	$12,246

SALES AGREEMENT

VLP AN EQUIPMENTSHARE COMPANY

Date: 2-14-24

Order #:

Kansas City, MO	Wichita, KS	Joplin, MO	Topeka, KS	Garden City, KS
(816) 241-9290	(316) 838-3346	(417) 781-8222	(785) 267-4345	(620) 275-1996
(816) 241-1738 Fax	(316) 838-0087 Fax	(417) 781-2768 Fax	(785) 267-0185 Fax	(620) 275-4178 Fax

Company Name: Santa Fe Lake (City of Augusta)

Address: 113 E 6th Ave

City, State, Zip: Augusta, KS, 67010

SHIP TO: 11367 SW Shore Dr
Augusta, KS, 67010

EMAIL: Santafelake@augustagov.org

Contact: Rob Davis Phone: (316) 650-3100 PO#:

TERMS: ☑ **NET ON DELIVERY** ☐ **FINANCE** ☐ **APPROVED TERMS**

Quantity	MAKE, MODEL, DESCRIPTION	Stock #	Serial No./Attach.	Cash Price Each Item
1	Case, TR 310 B, CTL		NRM453510	72,500
1	78" H.D. Dirt Bucket w/ B.O.C.E			
	(Extendand Warranty 60 Months / 3,000 hrs)			3,535

WARRANTY: *Equipment sold "As-Is" unless otherwise stated.* **ADDITIONAL INFO:**

Standard Factory Warranty

Extendand Warranty 60 Months / 3,000 hrs.

Trade-In Equipment:

First Year Used	Hours	Make	Model	Serial No.	Trade Allowance

Purchaser hereby bargains, sells and conveys unto Seller the above described Trade-In Equipment and warrants and certifies it to be free and clear of blanket liens, encumbrance, and security interests except to the extent shown below. _____ initials

1. Trade Allowance $_____
2. _____ $_____
3. Less Amount Owed $_____
4. Net Trade Allowance, (1 - 2) $_____

The secured debt on the trade-in equipment is owed to:

Lender Name - 1st Lien

Street Address

City State Zip

Phone Number Account Number

Payoff good through Blanket Lienholder

Upon delivery, it is agreed that Purchaser will pay all taxes and other charges and settle for the purchase price as follows:

1. Total Cash Price $ 76,035
2. Less: Trade-In Allowance $_____
3. Applied Rental $_____
4. **TRADE DIFFERENCE** $_____
5. Enter ____% Sales Tax $_____ ☑ Exempt
6. Equipment Total $ 76,035
7. Less Cash Down Payment $ (_____)
8. Cash Due on Delivery $_____

This is a cash transaction. If the Purchaser so requests prior to acceptance, the unpaid balance will be handled as a time sales transaction, subject to available financing and credit approval.

9. F & I Payoff $_____
10. Document Fees $_____
11. Insurance $_____
12. Net Financed $_____

By signing below, Buyer acknowledges and agrees as follows:

1. Buyer has carefully reviewed this Agreement, including the Terms and Conditions on the reverse/Page 2 hereof. This Agreement, including the Terms and conditions on the reverse side, represents the entire agreement between the parties relating to the purchase and sale of the Equipment and supersedes any prior negotiations or agreements. ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT. **2.** Buyer acknowledges receipt of operating manuals and instructions regarding the safe and proper use of the Equipment, and Buyer agrees to follow such manuals and instructions and use safety belts, guard rails (scaffolding) and/or other safety equipment required or recommended by the manuals and instructions. **3.** To secure payment of any amounts due to Seller under this Agreement, Seller hereby retains, and Buyer hereby grants to Seller, a purchase money security interest in all Equipment sold under this Agreement and the proceeds thereof as further described in the Terms and Conditions on the reverse side. Buyer authorizes Seller to file this Agreement, or a copy thereof, as a financing statement in any filing office or offices where such filing may be required to perfect Seller's security interest in the Equipment. **4.** THE ONLY EXPRESS WARRANTY EXTENDED TO BUYER BY SELLER OR THE MANUFACTURER IS THE MANUFACTURER WARRANTY, IF ANY, AND NO ORAL REPRESENTATIONS WILL BE BINDING UPON SELLER. USED EQUIPMENT IS SOLD "AS IS" UNLESS BUYER PURCHASES A WARRANTY, IF AVAILABLE. SELLER DISCLAIMS ANY WARRANTY NOT PROVIDED HEREIN, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT ALLOWED BY APPLICABLE LAW. **5.** Past due amounts will bear interest at the lesser of 1.5% per month or the highest lawful rate. **6.** This Agreement is not binding upon Seller until accepted in writing by an authorized representative of Seller.

Buyer (Authorized Signature): _____ Title: _____ Date: _____

Seller: VLP an EquipmentShare Company

Salesperson: _____ Print Name: J.J. Milanovich

Signature

TERMS AND CONDITIONS

This Sales Agreement ("Agreement"), including these Terms and Conditions, constitutes a contract for the sale and purchase of the Equipment and other goods and related services set forth on the front of this Agreement (collectively referred to as the "Equipment"), between Buyer and Seller. This Agreement is binding upon Buyer's successors and permitted assigns. Any and all additional or different terms or conditions set forth in a purchase order or other communication in any form from Buyer are objected to by Seller and shall not be effective or binding unless specifically accepted in writing by an authorized representative of Seller.

1. SELLER NOT AGENT OF MANUFACTURER: It is understood that there is no relationship of principal and agent between the Seller and the manufacturer and that Seller is not authorized to act, or attempt to act, or represent itself as agent of the manufacturer, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the manufacturer.

2. LIMITED WARRANTY; DISCLAIMER OF WARRANTY:

(a) FOR NEW EQUIPMENT, THE ONLY EXPRESS WARRANTY EXTENDED TO BUYER IS THAT OF THE MANUFACTURER, IF ANY.

(b) FOR USED EQUIPMENT, THE ONLY EXPRESS WARRANTY EXTENDED TO BUYER IS THE REMAINING TERM OF ANY APPLICABLE MANUFACTURER WARRANTY TO THE EXTENT SUCH WARRANTY IS EXPRESSLY TRANSFERRED FROM SELLER TO BUYER BY A SEPARATE WRITTEN AGREEMENT. IF NO MANUFACTURER WARRANTY IS TRANSFERRED AND NO EXTENDED WARRANTY PLAN NOTED IN (d) BELOW IS PURCHASED BY BUYER, THEN BUYER ACKNOWLEDGES THAT IT HAS INSPECTED THE EQUIPMENT AND THAT IT IS BUYING THE EQUIPMENT "AS IS" AND "WITH ALL FAULTS".

(c) FOR NEW AND USED EQUIPMENT, SELLER MAY OFFER BUYER AN EXTENDED WARRANTY PLAN OFFERED BY A THIRD PARTY VENDOR. IF SUCH A PLAN IS PURCHASED BY BUYER, THEN BUYER SHALL HAVE AN EXPRESS WARRANTY FROM SUCH THIRD PARTY VENDOR. SELLER IS NOT A PARTY TO SUCH PLAN.

(d) Buyer acknowledges that the Equipment is of the size, design, capacity and manufacture selected by Buyer. Buyer represents that it has relied upon its own skill and judgment in selecting the Equipment for use with its designated purposes. **BUYER HEREBY ACKNOWLEDGES THAT SELLER MAKES NO EXPRESS WARRANTY WITH RESPECT TO THE EQUIPMENT AND THAT NEITHER SELLER NOR ANYONE ACTING ON ITS BEHALF HAS MADE ANY AFFIRMATION OF FACT, REPRESENTATION OR PROMISE RELATING TO THE EQUIPMENT THAT HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS OR IMPLIED WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING OUT OF COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO THE EQUIPMENT.**

(e) Buyer's acceptance (or deemed acceptance) of any Equipment shall conclusively establish that such Equipment has been inspected by Buyer and is in the condition required by this Agreement. Except as set forth specifically in this Section, all Equipment is sold to and accepted by Buyer "AS IS" and "WITH ALL FAULTS". Buyer acknowledges and agrees that Seller has not in any manner adopted the manufacturer's warranty as a warranty of Seller, and Buyer acknowledges and agrees that Buyer shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty. As between Buyer and Seller. Buyer assumes the entire risk as to the quality and performance of any of the Equipment. As between Buyer and Seller, Buyer assumes the entire cost of service, maintenance, repair and loss with respect to any Equipment found to be defective.

(f) The manufacturer or other extended warranty purchased by Buyer, as applicable, sets forth Buyer's sole and exclusive remedy in the event of a defect in workmanship or materials to the Equipment and shall not be deemed to have failed their respective essential purpose so long as manufacturer or other third-party warranty provider is willing and able to carry out the terms of the exclusive warranty for the Equipment. Nevertheless, should Seller be found to have created any express or implied warranties hereunder despite its express and unequivocal disclaimer of such warranties, they shall be limited to the duration of the manufacturer's express warranty, and the exclusive remedy for breach of warranty shall be repair of the goods or replacement of defective parts. It is expressly understood that should Seller perform any repairs or other work under any manufacturer's express or written warranty, such repairs or work are performed only pursuant to Seller's contractual obligations to said manufacturer, and are not to be construed as separate obligations to Buyer. Any obligation that Seller may have to perform repairs under any manufacturer's written warranty shall cease immediately upon the termination of Seller's contractual obligations to the manufacturer for such repairs,

3. LIMITATION OF LIABILITY: SELLER WILL NOT BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL. INCIDENTAL. SPECIAL. PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST USE, LOST PROFITS, LOST SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE, OR FOR CLAIMS MADE BY A THIRD PARTY. NOTWITHSTANDING THE FACT THAT SELLER PROVIDES NO WARRANTY FOR THE EQUIPMENT, IN NO EVENT SHALL SELLER'S TOTAL AGGREGATE LIABILITY TO BUYER OR ANY OTHER PARTY RELATING TO OR RESULTING FROM THE SALE OF ANY ITEM OF EQUIPMENT EXCEED THE PURCHASE PRICE PAID FOR SUCH ITEM OF EQUIPMENT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY AND WHETHER THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH. THESE LIMITATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

4. DELIVERY AND ACCEPTANCE: Seller shall endeavor to deliver the Equipment to Buyer on the delivery date agreed upon by Seller, provided, however, Seller shall have no liability for failure or delay in delivering the Equipment to Buyer. Without limiting the generality of the prior sentence, Seller shall not be liable for failure or delay in delivery where such failure or delay is due, in whole or in part, to any cause other than the gross negligence of Seller. Further, Seller will not have any liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, material shortage, fire, accident or other casualty, war, terrorist act or civil disturbance, delay of transportation, failure of normal sources of supply, act of government or any other cause beyond the reasonable control of Seller. Buyer shall bear all risk of loss with respect to each item of Equipment once Buyer takes possession. Buyer agrees to inspect the Equipment immediately upon its delivery, and unless Buyer notifies Seller that Equipment is not in good working order within ten (10) days of delivery, Buyer is deemed to accept the Equipment "AS IS".

5. LOADING AND TRANSPORTATION CHARGES: Loading and unloading of the Equipment by Buyer at Seller's facility shall be supervised and directed by Buyer, who assumes all responsibility therefor. If Buyer requests Seller to deliver the Equipment or pick up any Trade-In Equipment, Buyer agrees to pay Seller its transportation charges for delivery and pick up.

6. PAYMENT: Buyer shall pay to Seller the Price for the Equipment and any related costs and services in accordance with the provisions on the front of this Agreement. If Buyer fails to fully pay any amount when due under this Agreement, interest shall accrue on the outstanding balance due at a rate equal to the lesser of one and one-half percent (1½%) per month or the highest rate allowed by law. Said interest shall be deemed a part of the Price and not in lieu of any other remedies provided for herein.

7. NO CANCELLATIONS: Buyer acknowledges that this Agreement may not be cancelled by Buyer without the prior written approval of Seller for each item of Equipment. Accordingly, Buyer's failure to accept delivery or refusal to pick up the Equipment (depending upon the form of delivery) is a default under this Agreement. Upon the occurrence of such a default and the continuation of such default for five (5) days following notice from Seller to Buyer of such default, then, in addition to the interest stated in paragraph 6 above, Seller shall be entitled to all remedies provided by law which accrue as a result of said breach, including, but not limited to, any and all of the remedies available to Seller pursuant to the Uniform Commercial Code. Further, Seller may retain all or such portion of any deposit that it deems necessary to offset the damage incurred by Seller as a result of Buyer's breach and may apply the deposit as it deems fit.

8. TRADE-IN EQUIPMENT: If a portion of the Price will be payable by delivery from Buyer to Seller of an item of Trade-In Equipment noted on the front of this Agreement, Buyer acknowledges that the trade allowance noted is based upon the facts available to Seller at the time the Sales Agreement is signed. If the Trade-in Equipment is not to be delivered to Seller until delivery of the Equipment purchased hereunder, then Seller will be provided the opportunity to inspect and reappraise the trade allowance amount at the time of delivery. If the trade allowance assessed by Seller at delivery is lower than the original amount, the deficit amount will be paid by Buyer in cash or by financing as noted on the front of this Agreement. If there is any remaining term on a manufacturer's warranty (or any other express warranty) for the Trade-In Equipment, Buyer agrees to sign any forms requested by Seller in order to transfer such warranty to Seller. Buyer represents and warrants to Seller that it has the authority to transfer the Trade-In Equipment to Seller, free and clear of all liens, encumbrances or other restrictions,

9. SECURITY INTEREST: To secure Buyer's obligations to pay for the Equipment and all other amounts due or to become due under this Agreement, Buyer hereby grants Seller a purchase-money security interest in the Equipment, all parts, accessories, attachments, replacements and additions related to the Equipment, and all proceeds of any of the foregoing, including, but not limited to, money, checks, deposit accounts and all other cash proceeds and non-cash proceeds and any insurance proceeds payable to Buyer by reason of loss or damage to any of the foregoing property. If Buyer fails to timely make any payments owed under this Agreement or commits any other default, all amounts owed under this Agreement will become immediately due and payable, and Seller may proceed to foreclose on the security interest granted herein and may exercise any and all remedies available to it under the Uniform Commercial Code or other applicable law.

10. TAXES AND FEES: Buyer shall pay all applicable sales, consumer, use and similar taxes for the purchase of the Equipment. To the extent Seller is required or deemed responsible for any such taxes, Buyer shall reimburse Seller immediately upon demand for any taxes paid or incurred by, or assessed against, Seller, including any related penalties or interest. Buyer shall be solely responsible for the cost and fees for all licenses, registrations and titles associated with the Equipment.

11. LIMITATION ON CLAIMS; NOTICES: It shall be a condition precedent to any liability of Seller, whether in contract, tort, or otherwise, arising out of this Agreement or any other dealings between the parties that Buyer provide written notice to Seller of any claim, controversy, or alleged breach of this Agreement within (30) days of the event or occurrence giving rise to such claim controversy or alleged breach and that Buyer provide Seller with a reasonable opportunity to cure the problems or issues, Notwithstanding the foregoing, Buyer must provide Seller kith notice of any claim,controversy, or alleged breach of this Agreement and file any cause of action related to same within twelve (12) months of discovery or accrual of the same, whichever occurs first. It is understood and agreed by the parties that the foregoing provision is both a condition precedent to the right to take such action, and a contractual modification to the statute of limitations for all actions, whether in contract, tort or otherwise, and failure to comply with this condition precedent and contractual statute of limitations shall be an absolute bar to recovery for any problems, issues, rights, claims or causes of action not specifically pled within the twelve (12) month period. Whenever this Agreement requires that notice be provided to the other party, notice shall be deemed to have been validly given (i) if delivered in person to the party entitled to receive such notice, (ii) two (2) days after being sent by registered or certified mail, postage prepaid to the address indicated in this Agreement, or (iii) one (1) day after being sent via overnight mail through a reputable overnight delivery company.

12. CHOICE OF LAW, WAIVER OF JURY TRIAL: The parties agree that this Agreement is accepted and entered into at the home office of Seller. This Agreement shall be construed and enforced under the laws of the State of Missouri, without giving effect to the choice of laws provisions thereof. The parties hereby each waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter arising out of this Agreement or the relationship of Seller and Buyer. The remedies expressly provided for in these terms and conditions will be in addition to any other remedies that Seller may have under the Uniform Commercial Code, other applicable law or in equity.

13. ATTORNEYS' FEES: Buyer agrees to pay Seller all costs and expenses, including reasonable attorneys' fees, incurred by Seller in enforcing the terms of this Agreement.

14. MISCELLANEOUS: This Agreement may not be changed, altered or amended in any way except in writing signed by an authorized representative of Seller and Buyer. Any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement or final payment by Buyer. For the avoidance of doubt, the warranty, limitation of liability, attorneys' fees and miscellaneous provisions shall survive expiration or termination of this Agreement. Buyer acknowledges and agrees that Buyer has had an adequate opportunity to review this Agreement, and this Agreement shall not be construed against or in favor of Buyer or Seller. The captions in this Agreement are for convenience of reference only, and shall not define or limit any of the terms. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No waiver of any of any of the terms and conditions will be effective against Seller unless it is in a writing signed by an authorized representative of Seller, No course of dealing or performance, usage of trade or failure to enforce any term or condition will be used to modify this Agreement. If any of these terms or conditions, or any part thereof, is unenforceable, such term or condition will be limited only to the extent necessary to make it enforceable, and all other terms and conditions will remain in full force and effect. Buyer may not assign this Agreement without the prior written consent of Seller. The rights and interests of Seller may be assigned, either in whole or in part, without notice to or consent of Buyer. Except as otherwise specifically provided herein, these terms and conditions are for the exclusive benefit of Seller and Buyer and no other person will have rights hereunder. Signatures transmitted via facsimile or electronically transmitted signatures (e.g., "pdf signatures attached to an e-mail) shall be deemed originals and shall bind such party to this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement.

_____

Authorized Buyer Signature: **Date:**

TO:

/ /

First Bank
128 S. Broadway
Sterling, KS 67579

RE: INSURANCE COVERAGE

Gentlemen:

This is to advise you that, in connection with our acquisition of equipment under lease with you, the following Insurance Agent has been instructed to have you designated as a loss payee and an additional insured, and provide you with liability insurance of at least under our insurance on the equipment.

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Our agent will forward to you, immediately upon delivery of the equipment, loss payee and additional insured endorsements, proof of your liability insurance, and/or insurance policies, or the certificate of insurance or notice of impending coverage.

Equipment Description:

Total Equipment Cost:

FROM:

By: _____

MUNICIPAL LEASE RESOLUTION

A RESOLUTION OF THE OF THE STATE OF AUTHORIZING THE EXECUTION AND DELIVERY OF A MUNICIPAL LEASE AGREEMENT (First Bank BANK LEASE) AND OTHER DOCUMENTS AND AGREEMENTS IN CONNECTION THEREWITH.

WHEREAS, the (hereinafter referred to as the "Issuer") is the governing body of and possesses the general legislative power of ; and

WHEREAS, the Issuer is authorized to approve Municipal Lease-Purchase Agreements under Code; and

WHEREAS, the Issuer has heretofore determined that financing for the acquisition and leasing of certain equipment pursuant to the Municipal Lease Agreement (as defined herein) is for the benefit of the inhabitants of , and the promotion of their welfare and prosperity, and

WHEREAS, the Lessee (as defined herein) desires to acquire the following described property pursuant to the Municipal Lease Agreement:

(hereinafter the "Equipment"); and

COPY

WHEREAS, the following documents or instruments have been presented to the Issuer at its meeting;

(a) Municipal Lease Agreement;
(b) Schedule to Municipal Lease Agreement;
(c) Essential Use Letter; optional
(d) Certificate of Appropriation; optional
(e) Incumbency Certificate; optional
(f) Certificate with Respect to Arbitrage; optional
(g) Bill of Sale (Exhibit A to Municipal Lease).

NOW, THEREFORE, BE IT RESOLVED by the Issuer as follows:

Section 1. The form, terms, and provisions of the Municipal Lease Agreement by and between as Lessee and First Bank, as Lessor dated / / with a term of months and payments in the amount of . (such agreement is referred to herein as the "Municipal Lease Agreement"), are hereby approved, and all the terms, provisions and conditions of the Municipal Lease Agreement are incorporated herein by reference as if set out in this Resolution, and such Municipal Lease Agreement shall constitute a valid and binding obligation of the Issuer.

Section 2. The form, terms, and provisions of the Schedule to the Municipal Lease, (the Essential Use Letter), (the Certificate of Appropriation), (the Incumbency Certificate), (the Certificate with Respect to Arbitrage), and the Bill of Sale (such documents shall be referred to hereinafter as "Peripheral Lease Documents"), are hereby approved, and all the terms, provisions and conditions of the Peripheral Lease Documents are incorporated herein by reference as if set out in this Resolution.

Section 3. is hereby authorized to execute the Municipal Lease Agreement and any of the Peripheral Lease Documents requiring execution and such person is hereby authorized to take any and all such action and execute such other documents as may be required to carry out and/or give effect to the transaction contemplated by the Municipal Lease Agreement.

[Optional] Section 4. The Municipal Lease Agreement is hereby designated a "Qualified Tax-Exempt Obligation". By such term Issuer intends that the Equipment purchased pursuant to the Municipal Lease Agreement shall be used solely by a governmental entity, and Issuer (and its subordinate entities) shall not issue obligations in excess of $10,000,000 in this calendar year.

Section 5. This Resolution is made pursuant to the provisions of Code.

Section 6. This Resolution shall take effect immediately upon its adoption.

Adopted this the ___ day of _____, _____.

By:_____

Title:_____

Attest:

By:_____

Title:_____

COPY

MUNICIPAL LEASE ACCEPTANCE CERTIFICATE

This Acceptance Certificate is executed in connection with that certain Municipal Lease dated as of / / ("Lease") between First Bank, as Lessor, and the undersigned, as Lessee. The terms used herein, which are defined in the Lease, shall have the same meanings as are provided therefore in this Agreement.

Lessee hereby represents, warrants, and confirms to Lessor that this Equipment described below has been duly delivered to Lessee at the premises referred to in the Municipal Lease Schedule dated / / , that Lessee has duly inspected the Equipment and that Lessee hereby accepts the Equipment for all purposes of the Lease as being in accordance with specifications, properly installed and/or assembled, in good working order, repair and appearance and without defect in condition, design, operation or fitness for use, whether or not discoverable by Lessee as of the date, provided, however, that nothing contained herein or in the Lease Agreement shall in any way diminish or otherwise affect any right Lessee or Lessor may have with respect to the Equipment against the seller or any manufacturer of the Equipment or any part thereof.

LESSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE CONDITION, DESIGN, OR QUALITY OF THE EQUIPMENT; THE FITNESS OF THE EQUIPMENT FOR USE OR FOR A PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS OR CONTRACTS PERTAINING THERETO; PATENT INFRINGEMENT; OR LATENT DEFECTS; THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR THE CONFORMITY OF THE EQUIPMENT TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO; THE OPERATION, USE, OR PERFORMANCE OF THE EQUIPMENT; OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. THE LESSEE ALSO ACKNOWLEDGES THAT THE LESSOR HAD MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION, USE OR PERFORMANCE OF THE EQUIPMENT.

LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY PERSON WHOMSOEVER FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY BY THE EQUIPMENT OF ANY PART THEREOF OR PRODUCTS THEREFROM, BY ANY INADEQUACY OF THE EQUIPMENT OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM LESSOR'S OR LESSEE'S NEGLIGENCE OR OTHERWISE, BY THE USE OR MAINTENANCE THEREOF, OR FOR REPAIR, SERVICING OR ADJUSTMENT THERETO, OR FOR ANY INTERRUPTION OF SERVICE OR LOSS OF USE OF THE EQUIPMENT, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT OF THIS LEASE. LESSEE SHALL INDEMNIFY AND HOLD LESSOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, EXPENSES, DAMAGES, LOSSES, LIABILITIES INCURRED OR SUFFERED BY THE LESSOR, LESSEE OR ANY OTHER PARTY IN CONNECTION WITH THE DELIVERY, OPERATION, USE OR PERFORMANCE OF THE EQUIPMENT, OR AS A RESULT OF ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY IN TORT). FURTHER, LESSEE UNDERSTANDS AND AGREES THAT THERE SHALL BE NO ABATEMENT OF LEASE PAYMENTS DURING ANY PERIOD OF BREAKDOWN OR NONUSE OF THE EQUIPMENT.
DESCRIPTION OF EQUIPMENT:

LESSEE:

DATED:_____ By:_____

Title:_____

COPY

CERTIFICATE OF APPROPRIATION

I, , Treasurer of (Lessee) hereby certify that all payments due by Lessee under that certain Municipal Lease Agreement dated as of / / between as Lessee, and First Bank as Lessor, for the fiscal year ending / / , are within the limits of Lessee's fiscal year Budget and thereby constitute an available, and unencumbered appropriation for Lessee.

IN WITNESS WHEREOF, I have set my hand this the ___ day of _____ , _____.

LESSEE:

BY:_____

TITLE:_____

COPY

NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds to fully fund all of Lessee's legal obligations in a fiscal period are appropriated to Lessee, or are otherwise unavailable in any fiscal period for Lease Payments due under this Lease, then the Lessee will immediately notify the Lessor or its assignee of such occurrence and, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments herein agreed upon for fiscal periods in which funds have been appropriated or are otherwise available. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its assignee on the date of such termination. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

Notwithstanding the foregoing, Lessee agrees (i) that it will include in its annual budget and its annual request for appropriations an amount sufficient to allow Lessee to make all Lease Payments for its next fiscal year; (ii) that, to the extent funds are legally available therefore, it will make all Lease Payments; (iii) that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment, (iv) that it will not, for a period of one hundred eighty (180) days after termination pursuant to the provisions of this Section, acquire or use other equipment performing functions similar to the Equipment, and (v) that it will not during the term of this Lease give priority in the application of funds to any other functionally similar equipment. This paragraph will not be construed so as to permit Lessee to terminate this Lease in order to acquire or use any other equipment or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

COPY

_____

INCUMBENCY CERTIFICATE

I, _____, do hereby certify that I am the duly elected or appointed and acting _____ of , a corporate agency duly organized and existing under the laws of the State of that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of such entity to enter into that certain Municipal Lease Agreement dated / / between such entity and First Bank, ("Lessor").

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

COPY

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto this ___ day of _____, _____.

_____

SEAL

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this _____ day of _____, _____, by and between (hereinafter referred to as the "Lessor"), and _____ with offices at _____ (hereinafter referred to as "Lessee").

WITNESSETH:

In consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows;

1. LEASE. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the personal property set forth in the schedule (hereinafter referred to as "Schedule") executed by the parties concurrently herewith or at any time hereafter and made a part hereof, together with all repair and replacement parts, additions, substitutions, accessories, and accessions, and the like, now or hereafter incorporated therein and/or affixed to such personal property (hereinafter collectively referred to as the "Equipment")

Lessee alone has selected the Equipment and the supplier thereof. Lessor agrees to cause the Equipment to be ordered from the supplier, but Lessee agrees that Lessor shall not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to fill the order or meet the conditions thereof. Lessee agrees that it will make, at its own expense, all necessary inspections and test of the Equipment to determine if the Equipment is in compliance with the provisions of any applicable purchase agreement or order, and, if in compliance, Lessee shall accept each such item of Equipment on behalf of the Lessor, as delivered by the supplier. Lessee shall execute an Acceptance Certificate with regard to each item of Equipment. Lessor hereby authorizes Lessee to add to this Lease the serial number of, and/or any descriptive matter necessary or helpful in identifying, each item of the Equipment so delivered. Any delay in such delivery shall not affect the validity of this Lease, except as provided in Section 10 hereof.

Regardless of whether Lessee has executed an Acceptance Certificate, if within forty-eight (48) hours after Lessee has received an item of Equipment, Lessee has not given Lessor written notice of a defect therein or of other proper objection thereto, Lessee agrees that it shall be conclusively presumed as between Lessor and Lessee, that Lessee has fully inspected the Equipment, that the Equipment is in full compliance with the terms of this Lease and is deemed to be in good condition and repair, and that the Lessee has accepted it as satisfactory in all respects for the purpose of this Lease. Lessee hereby agrees to indemnify, defend, and save harmless Lessor from all claims, damages, actions, expenses (including attorney fees) and liablities of any kind arising out of or connected with the failure or refusal of Lessee to accept, or the delay of Lessee in accepting, the Equipment.

2. TERM. The term of this Lease shall commence upon the date that the Acceptance Certificate is signed and dated and shall terminate upon the expiration of a number of months, or other calendar periods, set forth in the Schedule for the date thereof, unless sooner terminated as hereinafter provided.

3. RETURN OF EQUIPMENT. At the end of the term (and any renewal term) hereof, Lessee shall properly pack and return the Equipment, freight prepaid, at Lessee's risk and expense, to Lessor, at such place as Lessor may designate in the continental United States, in as good condition as existed at the commencement of the term, normal wear and tear excepted. In the event of default by Lessee under this Lease, or any termination or cancellation of the Lease as provided herein, Lessee shall return all equipment to Lessor in the same manner.

4. NO WARRANTIES BY LESSOR. LESSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE CONDITION, DESIGN, OR QUALITY OF THE EQUIPMENT; THE FITNESS OF THE EQUIPMENT FOR USE OR FOR A PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE EQUIPMENT, COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS OR CONTRACTS PERTAINING THERETO; PATENT INFRINGEMENT; OR LATENT DEFECTS; THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR THE CONFORMITY OF THE EQUIPMENT TO THE PROVISIONS AND SPECIFICATONS OF ANY PURCHASE ORDER RELATING THERETO; THE OPERATION, USE OR PERFORMANCE OF THE EQUIPMENT OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR OF ANY OTHER OBLIGATION UNDER THIS LEASE. THE LESSEE ALSO ACKNOWLEDGES THAT THE LESSOR HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESSED OR IMPLIED, WITH RESPECT TO THE OPERATION, USE OR PERFORMANCE OF THE EQUIPMENT.

LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY PERSON WHOMSOEVER FOR ANY CLAIM, LOSS, DAMAGE, OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY, OR CONSEQUENTIALLY BY THE EQUIPMENT OR ANY PART THEREOF OR PRODUCTS THEREFROM, BY ANY INADEQUACY OF THE EQUIPMENT OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM LESSOR'S OR LESSEE'S NEGLIGENCE OR OTHERWISE, BY THE USE OR MAINTENANCE THEREOF, OR FOR REPAIR, SERVICING OR ADJUSTMENT THERETO, OR FOR ANY INTERRUPTION OF SERVICE OR LOSS OF USE OF THE EQUIPMENT, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT OF THIS LEASE. LESSEE SHALL INDEMNIFY AND HOLD LESSOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, EXPENSES, DAMAGES, LOSSES, LIABILITIES INCURRED OR SUFFERED BY THE LESSOR, LESSEE, OR ANY OTHER PARTY IN CONNECTION WITH THE DELIVERY, OPERATION, USE OR PERFORMANCE OF THE EQUIPMENT, OR AS A RESULT OF ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY IN TORT). FURTHER, LESSEE UNDERSTANDS AND AGREES THAT THERE SHALL BE NO ABATEMENT OF RENT DURING ANY PERIOD OF BREAKDOWN OR NONUSE OF THE EQUIPMENT.

5. RENTALS. During and for the original term hereof, and any renewal periods if any, Lessee hereby unconditionally agrees to pay Lessor, as and for rent of the Equipment, the total amount specified in the Schedule, being the monthly (or other indicated calendar period) rent multiplied by the number of months (or periods specified in the Schedule). The first rent payment, unless required to be paid in advance, shall be made on the commencement date as set forth in the Schedule. Subsequently, monthly (or other period) rent payments shall be due in advance on the same day of subsequent months (or other calendar periods) as the commencement date of this Lease. All payments shall be made at the office of the Lessor as set forth herein, or as otherwise directed by the Lessor in writing.

6. NET LEASE - NO OFFSET. This Lease is a net lease and all rent payments and other payments required to be paid by Lessee hereunder are absolute, unconditional and shall not be subject to any abatement, reduction, set-off, counterclaim, recoupment, defense or other right which Lessee may have against the supplier of the Equipment or any other party, including Lessor.

7. TAXES AND EXPENSES PAID BY LESSEE. Lessee, at its expense, shall obtain such licensing and registration of the Equipment as shall be at any time required by law and Lessee shall pay and discharge when due all license fees, registration fees, charges, taxes (federal, state and local) and assessments (and interest and penalty, if any thereon) which may be levied, directly or indirectly, against the Equipment or any interest therein or with respect to the ownership, possession or use thereof whether such taxes or charges are levied against Lessor or Lessee. Such taxes or charges to be paid by Lessee shall include, without limitation, property, sales, rent, and use taxes, and any other tax measured by the gross rent payable hereunder, but shall not include net income or franchise taxes, if any, payable by Lessor. If such taxes are levied against Lessor, Lessor shall notify Lessee of such fact. Lessor shall have the right but not the obligation, to pay any such taxes, whether levied against Lessor or Lessee.

In such event, Lessee shall reimburse Lessor therefore within five (5) days after receipt of invoice, and in the event Lessee shall fail to make any such reimbursement when due, Lessor shall have all remedies provided herein with respect to the nonpayment of the rental hereunder. Lessee, at its expense, shall pay any and all other charges related to the Equipment, including but not limited to, its registration, rental, shipment, transportation, delivery, installation, operation and/or removal. If any such charges are levied against Lessor, Lessor shall notify Lessee of such fact. Lessor shall have the right, but not the obligation, to pay any such charges, whether billed to Lessor or Lessee. In such event, Lessee shall reimburse Lessor therefore within five (5) days after receipt of invoice, and for the failure to make such reimbursement when due, Lessor shall have all remedies provided herein with respect to the nonpayment of the rental hereunder.

8. SECURITY DEPOSIT. At the Lessor's option, any security deposit made hereunder may be applied by Lessor to cure any default of Lessee in which event Lessee shall promptly restore the security deposit to its full amount as set forth in the Schedule. IF ALL THE CONDITIONS HEREIN ARE FULLY COMPLIED WITH, AN AMOUNT EQUAL TO THE SECURITY DEPOSIT SHALL BE REFUNDED, WITHOUT INTEREST, TO THE LESSEE WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE EQUIPMENT TO THE LESSOR.

9. ERRORS IN ESTIMATED COST - CHANGE IN RENTAL. As used herein, Actual Cost means the cost to Lessor of purchasing and delivering the Equipment to Lessee including taxes, transportation charges and other charges. The amount of each rent payment, the security deposit, and the renewal rental initially set forth in the Schedule are based on an estimate of Actual Cost, and if the Actual Cost of the Equipment differs from the estimate, then each rent payment shall be adjusted proportionally. Lessee hereby authorizes Lessor to correct this figure set forth in the Schedule when the Actual Cost is known, and to add to the amount of each rent payment any sales or other tax that may be imposed on or measured by rent payments.

10. USE. Lessee shall use the Equipment only for lawful purposes and those purposes intended by the manufacturer and shall comply with all laws, ordinances and regulations relating to the use, operation or maintenance of the Equipment. Further, Lessee shall exercise due and proper care in the use, repair and servicing of the Equipment and at all times and at its expense shall keep and maintain the Equipment in good working condition, order and repair. Lessee shall make no alteration to the Equipment without the prior written consent of the Lessor. All replacement parts incorporated in or affixed to the Equipment after the commencement of this Lease shall become the property of the Lessor and shall be returned with the Equipment in accordance with the terms of this Lease.

Lessee covenants and agrees that the Equipment is, and at all times shall be and remain, personal property and at no time shall the Equipment become a fixture.

11. PLACE OF USE; WAIVER OF LANDLORD'S LIEN. Lessee shall keep the Equipment at its place of business as specified in the Schedule, which location must at all times be maintained in a manner consistent with the specifications and recommendations of the manufacturer of such Equipment. Lessee warrants that the Equipment will not be moved from the address as set forth as the location on the Schedule without Lessor's prior written consent. Lessee covenants and agrees not to allow the use of the Equipment by other than the employees of Lessee while on Lessee's business and such employee(s) shall be trained to use the Equipment in a manner consistent with the manufacturer's specifications and recommendations. Further, Lessee covenants and agrees not to rent or sublet the Equipment or any part thereof to others. If Lessee is the lessee or tenant of any premises in which the Equipment is at any time to be located, Lessee shall obtain from its Landlord, and deliver to Lessor, a written waiver of all liens against the Equipment prior to the time that the Equipment is installed or placed therein.

12. RISK OF LOSS AND DAMAGE. Lessee hereby assumes and shall bear the entire risk of loss, theft, damage and destruction of the Equipment from any cause whatsoever, and no loss, theft, damage or destruction of Equipment shall relieve Lessee of the obligation to pay rent or any other obligation of this Lease. Lessee shall promptly notify Lessor in writing of any such loss, theft, damage or destruction of the Equipment. In the event of any such occurrence, Lessee, at the option of Lessor, shall at Lessee's expense (a) place the same in good repair, condition and working order, or (b) replace the same with like equipment of the same or later model in good repair, condition and working order, or (c) pay Lessor therefore in cash the "Stipulated Loss Value" as defined herein. The "Stipulated Loss Value" shall be the then existing fair market value of the Equipment determined by including its "re-sale" value, plus its fair rental value. Upon such "Stipulated Loss Value" payment, this Lease shall terminate with respect to such item of Equipment so paid for, and Lessee thereupon shall become entitled to such item of Equipment as-is-where-is, without warranty, expressed or implied, with respect to any matter whatsoever.

13. INSURANCE. Lessee shall obtain and maintain for the entire term of this Lease, at its own expense, property damage and liability insurance against loss or damage to the Equipment including, without limitation, loss by fire (including so-called extended coverage, theft, collision and such other risks of loss as are customarily insured against on the type of Equipment leased hereunder and by businesses in which Lessee is engaged), in such amounts, in such form and with such insurers as shall be satisfactory to Lessor; provided, however, that the amount of insurance against loss or damage to the Equipment shall not be less than the greater of the full replacement value of the Equipment or the installments or rent then remaining unpaid hereunder. The insurance policy shall insure the Equipment from time of its shipment by the supplier. Each insurance policy shall name Lessee as an insured and Lessor as additional insured and loss payee thereof as their interest may appear, and shall contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or of the cancellation thereof. Lessee shall furnish to Lessor certificates of insurance or other evidence satisfactory to Lessor that such insurance coverage is in effect during the entire term of this Lease. Lessee shall have no pro rata interest in any such policies or the proceeds thereof. Subject to the provision of Section 13 with regard to risk of loss, and without limiting such provisions in the case of any loss or damage covered by insurance, and only to the extent that such loss or damage is covered by such insurance, the proceeds of such insurance shall be applied at the option of Lessor (a) toward the replacement, restoration, or repair of any of the Equipment which may be lost, stolen, destroyed or damaged, or (b) toward the obligations of Lessee for rent hereunder, applied in inverse order in which the rent is to become due. In the event Lessor elects to apply insurance proceeds to the repair or to the replacement of damaged equipment, this Lease shall continue in full force and effect. In the event the Lessor elects to apply insurance proceeds to the payment of Lessee's obligations for rent hereunder, the Lessee's obligations for rent hereunder shall be reduced by the amount of such insurance proceeds, but, subject to the provisions hereof, the Lessee shall be liable to pay additional rents due. Such reduction of rents shall be allocated solely to the item or items lost, stolen, damaged or destroyed. Any amounts received by Lessee under such policies which are not used for the replacement, restoration or repair of said Equipment shall be paid to Lessor and shall reduce Lessee's obligation to pay rental hereunder pro tanto.

Lessee shall at all times carry and maintain public liability insurance, and any and all other insurance required hereunder, with responsible companies satisfactory to Lessor, in form and amounts satisfactory to Lessor, insuring against liability which Lessee or Lessor may incur by reason of the operation of any of the Equipment. All such policies shall name Lessor as an additional insured.

Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make any claim for, to receive payment for, and to execute, negotiate and endorse any documents, checks or other instruments in connection with any event giving rise to a payment or claim pursuant to any insurance policy described herein. Additionally, in the event Lessee fails to obtain in a timely fashion any insurance required pursuant to this paragraph, then Lessor may obtain such, at Lessee's expense, and Lessee hereby appoints Lessor as Lessee's attorney-in-fact for such purposes.

14. ESCROW. Lessor may, at its option, at any time require Lessee to pay sufficient funds into a separate escrow account maintained by Lessor for Lessee's account, to assure the future payment of any insurance premiums, taxes, license fees or other assessments referred to herein.

15. TITLE, IDENTIFICATION, PERSONAL PROPERTY. All the Equipment shall remain personal property, notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to any real property or any improvements thereon. The title to the Equipment shall remain in the party designated as Owner on the Schedule (herein "Owner"). No right, title or interest in the Equipment shall pass to Lessee other than, conditioned upon Lessee's compliance with the terms and conditions of this Lease, the right under the terms hereof to maintain possession of, and use the Equipment for lease term. Lessor may require plates, labels or markings to be affixed to or placed on the Equipment indicating Lessor's interest. If Lessor supplies Lessee with such plates, marking or labels, Lessee shall label any and all items of Equipment and shall keep the same affixed in a permanent and prominent place. In the event Lessor does not furnish such labels, plates or markings to Lessee within thirty (30) days from the commencement date hereof, Lessee shall attach its own labels, plates or markings to the Equipment indicating ownership thereof by Owner. Lessee agrees not to sell, assign, sublet, pledge, hypothecate, or otherwise encumber or suffer a lien or other encumbrance upon or against any interest in this Lease or the Equipment or to remove the Equipment from its place of installation without Lessor's prior written consent.

Lessee shall give Lessor immediate notice of any attachment or other judicial process, lien or encumbrance, affecting the Equipment and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee shall at its own expense, protect and defend Owner's title to the Equipment and Lessor's interest in the Equipment against all persons claiming against or through Lessee.

16. LATE CHARGES, ATTORNEY FEES, ETC. Delinquent installments of rental shall bear interest at the highest lawful rate. In addition and if allowable by law, Lessee shall pay Lessor with respect to any delinquent installment, or part thereof, a service charge equal to five (5%) percent of the delinquent amount, or Two and 50/100 ($2.50) Dollars, whichever is greater. In the event Lessor employs attorneys to enforce the obligations hereunder or to collect monies due hereunder and/or to recover the possession of the Equipment, Lessee shall pay to the Lessor all reasonable attorney fees incurred in connection therewith. Further, Lessee shall pay all of Lessor's costs of collection of any such monies or repossession of such Equipment, whether this Lease is placed in the hands of any attorney or not.

17. FILING AS TRUE LEASE; SECURITY INTEREST. Lessee shall execute any such documents for financing statements as Lessor deems to be necessary or advisable and shall otherwise cooperate to defend the title and interest of Lessor and Owner to the Equipment. Lessee agrees to pay all costs of preparing and filing any such documentation. With respect to any financing statement, and/or continuation statement, the terms "debtor", and "secured party", and "collateral" on such UCC filing forms shall also be read to mean "Lessee", "Lessor" and "Leased Equipment", respectively. Lessor and Lessee agree that this is a true Lease transaction. It is expressly agreed and understood that any filings of this Lease, and/or financing statements, and/or continuation statements, shall not be deemed to affect the nature of this Lease as a true and bona fide equipment lease, but rather to give notice to all interested parties of the Lessor's absolute interest in the property. However, because the judicial decisions in this area of law are uncertain, and on advice of legal counsel, the parties have filed (or recorded) a financing statement(s) and have paid tax, fees, or documentary stamps thereon. In the event a court of proper jurisdiction should at any time in the future determine that the transaction between Lessor and Lessee is not a true leasing transaction, then it shall be presumed that the Lessee has hereby granted the Lessor a security interest in such Equipment, and that such filings were made to perfect the security interest.

Finally, to further secure Lessee's obligations under this Lease, Lessee hereby grants a security interest to Lessor, perfected by possession, in all monies, accounts, balances and other properties of Lessee in Lessor's possession.

18. RIGHT OF INSPECTION. The Lessor, its agents and representatives, shall have the right at any time during usual business hours to inspect the Equipment and for that purpose to have access to the location of the Equipment.

19. NON-WAIVER. Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's rights thereafter to demand strict compliance therewith or with any other provision herein. Waiver of any default shall not be deemed a waiver of any other default. Lessor's rights hereunder are cumulative and not alternative.

20. POSSESSION. Lessor covenants to and with Lessee that conditioned upon Lessee continually performing each and every condition hereof, Lessee shall peaceably and quietly hold, and use the Equipment, during the term without hindrance.

21. INDEMNITY. In addition to any other provisions herein, Lessee does hereby assume liability for, and does hereby agree to indemnify, protect, save and keep harmless the Lessor, its agents and servants and any assigns from and against, any and all losses, damages, injuries, claims, demands and all expenses, legal or otherwise (including court costs and attorney fees), of whatsoever kind and nature arising on account of any reason whatsoever, including but not limited to, the selection, purchase, delivery, possession, maintenance, leasing, return, use, condition (including, without limitation, latent and other defects and whether or not discoverable by the Lessee or the Lessor) or resulting from the operation of the Equipment or any part thereof, and by whomsoever used or operated, during the continuance of this Lease. The indemnities and assumptions of liability contained in this Section shall continue in full force and effect notwithstanding the termination of this Lease, whether by expiration of time, by operation of law or otherwise. Lessor shall give Lessee prompt notice of any claim or liability hereby indemnified against, and Lessee shall be entitled to control the defense thereof.

22. TAX BENEFITS. Lessee acknowledges that unless otherwise agreed by Lessor, Lessor intends to claim all available tax benefits of ownership with respect to the Equipment (the "Tax Benefits"), including, but not limited to cost recovery deductions as provided in Section 168 of the Internal Revenue Code of 1965, as amended (the "Code") with respect to each item of Equipment for each of Lessor's taxable years during the Rental Term. Notwithstanding anything herein to the contrary, if Lessor shall not be entitled to, or shall be subject to recapture of, the Tax Benefits, as a result of any act, omission or misrepresentation of Lessee, Lessee shall pay to Lessor upon demand an amount or amounts sufficient to reimburse Lessor for such loss, together with any related interest and penalties, based on the highest marginal corporate income tax rate prevailing during the Lease Term, regardless of whether Lessor or any member of a consolidated group of which Lessor is also a member is then subject to any increase in tax as a result of such loss of Tax Benefits.

23. DEFAULTS AND REMEDIES. The following events (each an "Event of Default") shall constitute Events of Default:
(a) Lessee fails to pay any rent or other amount herein provided within three (3) days, after the same is due and payable;
(b) Lessee fails to observe, keep or perform any provision of this Lease required to be observed, kept or performed by Lessee;
(c) Lessee ceases doing business as a going concern;
(d) A petition is filed by or against Lessee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement);
(e) A receiver is appointed for Lessee or its property;
(f) Lessee commits an act of bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors;
(g) Lessee attempts to remove, sell or transfer the Equipment;
(h) Lessee, without Lessor's prior written consent, attempts to sublet the Equipment;
(i) Lessee is in default to Lessor or Lessor's Assignee (as hereafter defined) under the terms of any obligation; or
(j) Entry of a judgment against Lessee in excess of Twenty-Five Thousand Dollars ($25,000.00).

Upon occurrence of any Event of Default and at any time thereafter so long as the same shall be continuing, Lessor may declare this Lease in default. Such declaration shall be made by written notice mailed to Lessee at the address specified as Lessee's address above. Upon the mailing of such notice, Lessee hereby authorizes Lessor at any time and from time to time to enter upon, with or without legal process, any premises where the Equipment may be located and take possession thereof at Lessee's expense. Additionally, upon the mailing of the notice declaring the Lease in default, Lessee, without further demand, shall pay to Lessor an amount equal to any unpaid rentals or other monies due on or before Lessor's declaring the Lease to be in default, plus as liquidated damages for loss of bargain, and not as a penalty, an amount equal to the total of all rentals remaining to be paid under the lease if no default occurred. Thereupon, Lessor shall (i) sell the Equipment at a private or public sale, in bulk or in parcels, with or without notice, and at Lessor's option, without having to have the Equipment present at the place of sale, or (ii) lease, otherwise dispose of or keep idle all or part of the Equipment subject, however, to its obligation to mitigate damages, and (iii) at Lessor's option, use Lessee's premises for any or all of the foregoing without cost, damages or otherwise. The proceeds of sale, lease or other disposition of the Equipment shall be applied first (Ist) to all of Lessor's costs incurred in obtaining possession of and selling the Equipment, then second (2nd) to any unpaid sums or monies due Lessor under the Lease, including unpaid rentals, costs and any indemnification then remaining unpaid, then third (3rd) to the liquidated damages due Lessor under this Lease, and any surplus funds shall be retained by Lessor.

No remedy provided herein is intended to be exclusive, but each shall be cumulative, and shall be in addition to any other remedy referred to herein or otherwise available to Lessor at law or in equity.

Lessee shall pay Lessor all costs and expenses, including reasonable attorney's fees, incurred by Lessor in exercising any of its rights or remedies hereunder.

The exercise of any of the remedies provided herein shall not be deemed to constitute a termination of this Lease unless Lessor so notifies Lessee in writing.

24. ASSIGNMENTS. Neither this Lease nor Lessee's rights hereunder shall be assignable by Lessee except with Lessor's written consent. Lessor shall have the unqualified right to assign this Lease or any part hereof. Additionally, should the Owner as listed on the Schedule be any party other than Lessor, the Lessee understands that prior the execution of this Lease Lessor has agreed to lease the Equipment from Owner, and that this Lease constitutes a sublease of the Equipment to Lessee. Lessee understands in such case that Lessor, immediately upon execution of the Acceptance Certificate relating to this Lease, shall assign and transfer to Owner this Lease and any and all of Lessor's interest in the Equipment and Lease.

For the purpose of this Lease, whenever a party receives an assignment and transfer of this Lease from Lessor that party shall herein be referred to as "Lessor's Assignee".

The right of Lessor's Assignee to receive the rentals hereunder, as well as any other right of Lessor's Assignee, shall not be subject to any defense, set-off,counterclaim, or recoupment of Lessee against Lessor of any kind whatsoever.

Following any such assignment, the term "Lessor" as used herein shall be deemed to mean and refer to Lessor's Assignee.

25. FINANCIAL STATEMENTS. On written request by Lessor, Lessee shall annually, within ninety (90) days after the close of Lessee's fiscal year, furnish to Lessor financial statements of Lessee (including a balance sheet as of the close of such year and income and surplus statements for such year) prepared in accordance with generally accepted accounting principles and certified by Lessee's independent public accountants.If required by Lessor, Lessee shall also provide quarterly financial statements of Lessee, similarly prepared for each of the first sixty (60) days following the end of the quarter. Further, if required by Lessor, Lessee shall also provide quarterly written certification from that Lessee is not in default under any term of this Lease.

26. NATURE OF TRANSACTION. Lessee hereby acknowledges and represents that the lease transaction evidenced by this Agreement creates, and shall continue to be, a true and bona fide equipment lease under all applicable laws of the state in which the Owner has its principal place of business. In the event that it were alleged and/or determined for any purpose that the transaction evidenced by this Agreement is other than a true and bona fide equipment lease, Lessee shall indemnify, protect, save and keep harmless the Lessor from and against any and all losses, damages, injuries, claims, demands and other expenses, legal or otherwise (including court costs and attorney fees), or whatsoever kind or nature, as a result of such allegation or determination.

27. CHOICE OF LAW. This Agreement shall be deemed to have been made and entered into and shall be governed by the laws of the state in which the Owner, as shown in Section G. on the Schedule of this Lease, has its principal place of business.

28. SEVERABILITY. If any provision hereof, or any remedy herein provided for be invalid under any applicable law, such provision shall be inapplicable and deemed omitted, but the remaining provisions hereof, including remaining default remedies, shall be given effect in accordance with the manifest intent hereof.

29. PROVISIONS BINDING. It is further understood and agreed that all rights and liabilities herein given or imposed on either of the parties hereto shall be binding upon the successors and assigns of the parties to this Lease, except as otherwise provided herein.

30. MISCELLANEOUS. All notices relating hereto shall be mailed to Lessor or Lessee at the respective addresses shown on the Schedule. This Lease is irrevocable for the full term hereof and for the aggregate rental herein reserved, and the rent shall not abate by reason of termination of Lessee's right of possession and/or taking of possession by Lessor or for any other reason. In the event this Lease is assigned by Lessor, Lessor's Assignee shall give Lessee notice of its address.

31. JOINT AND SEVERAL LIABILITY. If more than one Lessee is named in this Lease, the liability of each shall be joint and several.

32. DESCRIPTIVE HEADINGS. The descriptive headings of the various Sections of the Lease and any Schedule executed with reference thereto are inserted for convenience of reference, do not constitute a part of this Lease or any Schedule and no inference is to be drawn therefrom.

33. SEVERABILITY AS TO EQUIPMENT. Upon delivery to Lessee of less than all of the Equipment, this Lease shall be operative as to that part of the Equipment so delivered at the time of delivery, with rental and renewal rental reduced to that attributable to such part of the Equipment.

34. FURTHER ASSURANCES. Lessee will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to more effectively carry out the intent and purpose of this Lease.

35. DEFINITIONS. Where appropriate in this Lease, words used in the singular shall include the plural, and words used either in the masculine or feminine or neuter shall include the other two genders.

36. ENTIRE AGREEMENT; WAIVER. This document and the Schedule constitute the entire agreement between the parties. This Lease cannot be modified except by a writing signed by all parties hereto. No supplier or agent thereof is authorized to bind Lessor or to waive or to modify any term hereof. No waiver by Lessor of any provision hereof shall constitute a waiver of any other matter.

37. NONAPPROPRIATION. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current budget year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment to Lessor at the location(s) to be specified by Lessor.

LESSEE HAS READ AND APPROVED ALL PAGES COMPRISING THIS LEASE AND HEREUPON HAS ENTERED IN THIS LEASE.

As of the day and year first above written.

LESSOR: First Bank

By: _____

LESSEE:

By: _____

COPY

ITEM NO. H3

CITY OF AUGUSTA
CITY COUNCIL AGENDA REPORT

Meeting Date:	February 20, 2024
Department:	Administration
Submitted By:	Josh Shaw, City Manager
Prepared By:	Shawna Cortez, Assistant to the City Manager
Agenda Title:	**Rental Agreement for Airport Tractor**

RECOMMENDED ACTION:

Consider approval of rental of a 6 series John Deere tractor with loader attachment from Prairieland Partners and authorize City Manager Josh Shaw to sign a 12-month / 350-hour rental agreement at a cost of $7,882.

BACKGROUND:

In May 2023, City Council approved an 8-month trial rental program through John Deere for a 6E series tractor and loader to be used for airport mowing for $8,100. As you may recall, the rental was needed because the airport's 1980s vintage John Deere 2940 tractor required maintenance estimated at $10k or more. The vintage tractor was taken to Butler County Community College (BCCC), whose diesel program agreed to do repairs for $3k, with the understanding that those repairs would take time and are not guaranteed. To date, BCCC has been unable to complete the necessary maintenance, and it is still ongoing. Accordingly, we do not have a functional piece of equipment to perform mowing operations without leasing for an additional year.

ANALYSIS:

Last year, airport staff explored numerous options including repair, replacement with new, replacement with used, replacement with a rental/lease, as well as hiring the mowing out to a third party, and surplus equipment acquisition. Prairieland's governmental rental program was the best option, providing new equipment, at the least cost, with a short-term commitment. This year, the cost of the rental program is $7,882, which is $218 less than last year, has a four-month longer term, and provides 50 additional hours.

Thus, City staff recommends participating in the John Deere rental program for an additional year to allow time for BCCC to complete repairs to the vintage tractor.

FISCAL IMPACT/FUNDING SOURCE:

This lease was not specifically budgeted for 2024 because we were hoping to have the old tractor back by that time. Nonetheless, the annual lease payment is small enough that we expect to be able to absorb the expenditure without major issue. We have several key personnel positions that won't be filled in the first several months of the year, so we will have lower than anticipated personnel costs that would offset this lease.

Airport Fund 70-7100-4238 (Equipment Lease)

Department Head Approval Date:
City Manager Approval Date: 2/16/24
City Attorney Approval Date:
Attachments *(list in packet assembly order)***:**

1. *Prairieland Partners Letter of Intent*

January 31, 2024



City of Augusta

PO Box 489

Augusta KS 67010

316-775-4510

Vendor:

Deere & Company

2000 John Deere Run

Cary, NC 27513

City of Augusta would like to lease or rent the following. Please reference contract number 48592

Model	Hours	Cost Per HR	Cost for 12 months use
6120E	350	$20.72	$7,252
H310	350	$1.80	$630
		Grand Total	$7,882

Hours in excess of 350 will include a $10.36 per hour additive that will be added to the rental rate for overage hours.

Please use the following tax ID number (48-6035719)

Send all invoices to: City of Augusta, PO Box 489, Augusta KS 67010

The equipment needs to be shipped to: 4800 W Beech Dr, Ste. 1 Augusta, KS 67010

Please use PrairieLand Partners in Wichita Kansas as the delivering dealer.

Thanks,

Respectfully,

City of Augusta

Josh Shaw | City Manager

ITEM NO. H4

CITY OF AUGUSTA
CITY COUNCIL AGENDA REPORT

Meeting Date:	February 20, 2024
Department:	Administration
Submitted By:	Erica Jones, City Clerk / Director of Finance
Prepared By:	Erica Jones, City Clerk / Director of Finance
Agenda Title:	**Taxable Industrial Revenue Bonds – Butler County – Hattan Ford Project**

RECOMMENDED ACTION:

Approval of the adoption of Resolution No. 24-05 by the Board of County Commissioners of Butler County, Kansas regarding the issuance of Taxable Industrial Revenue Bonds to finance the acquisition, construction and equipping of a commercial facility to be located within three miles of the corporate limits of Augusta.

BACKGROUND:

Butler County is planning to issue Industrial Revenue Bonds (IRBs) to help finance the development/expansion of Don Hattan's new service center at their location west of Augusta. K.S.A. 12-1741(b), as amended, states that no county shall issue revenue bonds authorized to finance facilities located within three miles of the corporate limits of a city without having first received approval of the issuance of a letter of intent or adoption of a resolution of intent from the governing body of the city.

ANALYSIS:

The governing body of the City of Augusta has three options available to them. The first option is to give notice of opposition of the issuance of the Taxable IRBs, which would kill the project. The second option is to make a motion to approve the adoption of a resolution by Butler County regarding the issuance of the Taxable IRBs, allowing the project to move forward. The third option is to take no action either way, which will be deemed as an affirmative approval after seven days of the meeting on February 20, 2024, allowing the project to move forward.

The issuance of the Taxable Industrial Bonds will have no property tax impact on the City of Augusta as it is not located within the city limits of Augusta. For that reason, staff recommends

approving the adoption of a resolution by Butler County regarding the issuance of the Taxable Industrial Revenue Bonds for this project.

FISCAL IMPACT/FUNDING SOURCE:

None

Department Head Approval Date: 2/14/2024
City Manager Approval Date:
City Attorney Approval Date:
Attachments *(list in packet assembly order)***:**

1. *Butler County Request for Approval of Resolution No. 24-05*
2. *Butler County Resolution No. 24-05 – Taxable IRB Issuance*

BUTLER COUNTY
CLERK'S OFFICE

February 6, 2024

City Clerk
City of Augusta, Kansas
113 E. 6th
Augusta, Kansas 67010

Not to Exceed $3,200,000
Butler County, Kansas
Taxable Industrial Revenue Bonds
(Hattan Ford Project)

The governing body of the City of Augusta, Kansas (the "City") is hereby requested pursuant to K.S.A. 12-1741b, as amended, to approve adoption of a resolution by the Board of County Commissioners of Butler, Kansas (the "County") regarding the issuance of the above referenced Taxable Industrial Revenue Bonds to finance the acquisition, construction and equipping of a commercial facility to be located within three miles of the corporate limits of the City. A copy of the County's resolution is enclosed. Approval may be affirmatively made by action of the governing body or will be deemed made if the governing body fails to disapprove the issuance of the Taxable Industrial Revenue Bonds within seven business days after its next regular meeting following receipt of this request.

BUTLER COUNTY, KANSAS

By: Tatum Stafford
Tatum Stafford, County Clerk

COUNTY CLERK ★ SEAL ★ BUTLER COUNTY, KANSAS

Received this Request February 12, 2024

Erica Jones
Erica Jones, City Clerk

Gilmore & Bell, P.C.
01/17/2024

RESOLUTION NO. 24-05

A RESOLUTION OF THE GOVERNING BODY OF BUTLER COUNTY, KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A COMMERCIAL FACILITY TO BE LOCATED IN THE COUNTY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

WHEREAS, Butler County, Kansas (the "Issuer") desires to promote, stimulate and develop the general economic welfare and prosperity of Butler County, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the Issuer is authorized to issue revenue bonds for such purposes, and it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that revenue bonds of the Issuer in a principal amount not to exceed $3,200,000 be authorized and issued, in one or more series, to provide funds to pay the costs of the acquisition, construction and equipping of a commercial facility (the "Project") to be located in the Issuer and within three miles of the corporate limits of the City of Augusta and to be leased by the Issuer to Don Hattan Ford Properties, LLC, (the "Tenant") or another legal entity to be formed by the principals of the Tenant.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF BUTLER COUNTY, KANSAS:

Section 1. Public Purpose. The governing body of the Issuer hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the Issuer, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas.

Section 2. Authorization to Acquire Project; Intent to Issue Bonds. The Issuer is hereby authorized to proceed with the acquisition, construction and equipping of the Project and to issue its revenue bonds, in one or more series, in a principal amount not to exceed $3,200,000 (the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. Conditions to Issuance of Bonds. The issuance of the Bonds is subject to: (a) the adoption of a resolution authorizing the issuance of the Bonds; (b) the successful negotiation of a Trust Indenture, Site Lease, Project Lease, Bond Purchase Agreement or other legal documents necessary to accomplish the issuance of the Bonds, the terms of which shall be in compliance with the Act and mutually satisfactory to the Issuer and the Tenant; (c) the successful negotiation and sale of the Bonds to a purchaser or purchasers yet to be determined (the "Purchaser"), which sale shall be the responsibility of the Tenant and not the Issuer; (d) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the Issuer, the Tenant and the Purchaser; (e) the obtaining of all necessary governmental approvals to the issuance of the Bonds; (f) the commitment to and payment by the Tenant or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the Issuer and the

Issuer Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals; and (g) the satisfactory negotiation of an agreement with the Tenant relating to the payment or exemption of all or a portion of property taxes assessed against the Project after issuance of the Bonds.

Section 4. Property Tax Exemption and Payment in Lieu of Taxes. The Issuer hereby determines that pursuant to the provisions of K.S.A. 79-201a *Twenty-Fourth,* the Project, to the extent purchased or constructed with the proceeds of the Bonds, and to the extent applicable, should be exempt from payment of ad valorem property taxes for six years, commencing with the year following the year in which the Bonds are issued, provided proper application is made therefor; provided no exemption may be granted from the ad valorem property tax levied: (a) by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto; and (b) for the uses restricted pursuant to the provisions of K.S.A. 79-201a, *Second* and *Twenty-Fourth;* and (c) for real estate on which the Project is located. In making such determination the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by K.S.A. 12-1749d. The Tenant is responsible for preparing such application and providing the same to the Issuer for its review and submission to the State Board of Tax Appeals. The Issuer reserves the right to negotiate a payment in lieu of taxes so exempted, to be made by the Tenant.

Section 5. Sales Tax Exemption. The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the "Sales Tax Act"), particularly 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore. In the event that the Bonds are not issued for any reason, the Tenant will not be entitled to a sales tax exemption under the terms of the Sales Tax Act and will remit to the State Department of Revenue all sales taxes that were not paid due to reliance on the sales tax exemption certificate granted hereunder.

Section 6. Reliance by Tenant; Limited Liability of Issuer. It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds. Proceeds of Bonds may be used to reimburse the Tenant for such expenditures made not more than 60 days prior to the date this Resolution is adopted. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the Issuer from the Project and not from any other fund or source. The Issuer shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the Issuer shall have no liability to the Tenant.

Section 7. Execution and Delivery of Bond Purchase Agreement. At such time as the Tenant has demonstrated compliance with the provisions of this Resolution, the Mayor and City Clerk are authorized to execute a bond purchase agreement with the Purchaser and the Tenant for the sale of the Bonds in a form satisfactory to the City Attorney and Bond Counsel.

Section 8. Further Action. The Clerk is hereby authorized to deliver an executed copy of this Resolution to the Tenant. The Chairman, Clerk and other officials and employees of the Issuer, including the Issuer's counsel and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to cooperating with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property; and (b) execution on behalf of the Issuer of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act.

Section 9. Effective Date. This resolution shall become effective upon adoption by the Governing Body.

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ADOPTED by the governing body of Butler County, Kansas on February 6, 2024.

[SEAL]

Chairman

Attest:

County Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Issuer adopted by the governing body on February 6, 2024, as the same appears of record in my office.

DATED: February 6, 2024.

County Clerk

ITEM NO. H5

CITY OF AUGUSTA
CITY COUNCIL AGENDA REPORT

Meeting Date:	February 20, 2024
Department:	Administration
Submitted By:	Erica Jones, City Clerk / Director of Finance
Prepared By:	Erica Jones, City Clerk / Director of Finance
Agenda Title:	**Schedule Project Performance Public Hearing for CDBG Grant No. 22-PF-003 for the Acquisition of a Fire Truck**

RECOMMENDED ACTION:

Schedule a public hearing on Monday, March 18, 2024, at 7:00 p.m. in the City Council Room located at City Hall, 113 E 6th Avenue, Augusta, Kansas for the purpose of evaluating the performance of Grant No. 22-PF-003 for the acquisition of a fire truck.

BACKGROUND:

The City of Augusta received a CDBG grant (Grant No. 22-PF-003) to use for the purchase of a new fire truck. The truck was received on January 29, 2024. A requirement of the grant is to conduct a public hearing upon completion of the project to evaluate the performance of the grant. Notice of the public hearing must be published in the newspaper at least 7 days prior to the public hearing and no more than 20 days prior to the public hearing. Rose Mary Saunders with Ransom Financial, who was contracted with for administration of the grant project, will submit the notice to the Butler County Times Gazette for publication on behalf of the City and will be in attendance during the public hearing to provide information related to the performance of the grant. She will be available at that time to answer any questions the governing body or public may have related to the performance of the grant.

FISCAL IMPACT/FUNDING SOURCE:

None.

Department Head Approval Date: 2/14/2024
City Manager Approval Date:
City Attorney Approval Date:
Attachments *(list in packet assembly order)*:

1. **Notice of Public Hearing**

ITEM NO. H5

PROJECT PERFORMANCE PUBLIC HEARING NOTICE
COMMUNITY FACILITIES PROJECT

The City of Augusta will hold a public hearing on Monday, March 18, 2024, at 7:00 pm in the City Council Meeting Room located at City Hall-113 E. 6th, Augusta, Kansas for the purpose of evaluating the performance of Grant No. 22-PF-003 for the acquisition of a fire truck.

During the application phase, the specific project application that was discussed was the purchase of a new fire engine, complete with a 1,000-gallon water capacity with a 1,250 gallon per minute pump which meets the department's specifications.

The final completed project that has been accomplished is the purchase of a new fire engine, complete with a 1,000-gallon water capacity with a 1,250 gallon per minute pump which meets the department's specifications.

The estimated final project cost is $529,826 with the grant request for $260,000 of the project cost. Other project proposals introduced at the hearing will be considered. Oral and written comments will be recorded and become a part of Augusta's CDBG Citizen Participation Plan.

Reasonable accommodation will be made available to persons with disabilities. Request should be submitted to Josh Shaw, City Manager at jshaw@augustagov.org or Erica Jones City Clerk at ejones@augustagov.org or by calling (316)775-4510 by March 8, 2024.

ITEM NO. H6

CITY OF AUGUSTA
CITY COUNCIL AGENDA REPORT

Meeting Date:	February 20, 2024
Department:	Administration
Submitted By:	Josh Shaw, City Manager
Prepared By:	Shawna Cortez, Assistant to the City Manager
Agenda Title:	**Funding for Trap/Neuter/Vaccinate/Return (TNVR) of Feral Cats**

RECOMMENDED ACTION:

Discuss and provide direction regarding funding for Trap/Neuter/Vaccinate/Return (TNVR) of feral cats.

BACKGROUND:

In August 2023, City Council approved Ordinance No. 2225 which repealed and replaced Chapter 2 of the Augusta City Code relating to animal control and regulation. Chapter 2, Section 211 provides for the Trap/Neuter/Vaccinate/Return (TNVR) of feral cats, stating that citizens interested in caring for a feral cat colony may apply with the City to serve in such capacity so long as they agree to comply with the following responsibilities:

(1) Work with animal control officer as needed to maintain a healthy colony;
(2) Agree to spay/neuter, vaccinate, and ear tip all cats within the colony and under his/her care; and
(3) Assist in the resolution of any complaint over the conduct of cats within colony.

A request has been made to Mayor Rawlings by colony manager Sue Jones for the city to provide financial assistance for the TNVR of feral cats.

ANALYSIS:

The ordinance passed by the City Council in 2023 does not address financial assistance for feral cat/community cat caregivers and makes spay/neutering and vaccinations the responsibility of the caregiver. The city did not allocate any funding for TNVR in the 2024 budget document. Therefore, the request for funding is being submitted directly to the City Council for consideration. If approved, staff can include regular funding in the line-item budget for the Animal Control division in future years and, depending on the amount authorized by the City Council, absorb the cost in the general fund this year. The City would need to create some procedures for releasing the funding (i.e. creating

an official registration program for colony caregivers; does city pay money directly to the vet or provide reimbursement to colony owner; is funding on a first come first serve basis, etc.)

FISCAL IMPACT/FUNDING SOURCE:

The 2024 Budget does not provide funding for TNVR, but any expenditures approved by Council would be coded to the Animal Control Fund 1-18.

Department Head Approval Date:
City Manager Approval Date: 2/16/2024
City Attorney Approval Date:
Attachments *(list in packet assembly order)***:**

2-211 Trap/Neuter/Vaccinate/Return (TNVR).

In order to control, stabilize, and ultimately reduce the population of feral cats within the city and to protect animals and citizens against the spread of rabies, the City recognizes TNVR for feral/ community cats.

(a) Citizens interested in caring for a feral cat colony may apply with the City to serve in such capacity so long as they agree to comply with the following responsibilities:

(1) Work with animal control officer as needed to maintain a healthy colony;

(2) Agree to spay/neuter, vaccinate, and ear tip all cats within the colony and under his/her care; and

(3) Assist in the resolution of any complaint over the conduct of cats within colony.

(4) Caretakers will not be penalized under any provision of this ordinance for providing food, water, shelter, and other care to feral/community cats.

(b) Feral/Community Cat Assistance and Enforcement – the City retains the right to:

(1) Seize or remove cats from a colony that have not been vaccinated or that demonstrate signs of disease.

(2) Seize or remove cats from a colony that is creating a nuisance, if after a 15-day warning period to the colony caretaker, appropriate action to resolve the issue has not been accomplished.

(3) Regulate the size of the colony.

(4) Animal control or a public safety officer is authorized to release at the point of capture any feral cat exhibiting the designated ear tip.

(5) The registration/tag requirement shall not apply to ear-tipped feral cats.

(Ord. 2225)

ITEM NO. J

CITY OF AUGUSTA
CITY COUNCIL AGENDA REPORT

Meeting Date:	February 20, 2024
Department:	Administration
Submitted By:	Josh Shaw, City Manager
Prepared By:	Josh Shaw, City Manager
Agenda Title:	**Informational Memorandum**

A. CURRENT JOB RECRUITMENTS (as of 2/16/2024)

1. Assistant Pool Manager
2. Seasonal Lifeguard
3. Seasonal Parks Technician at Santa Fe Lake
4. Communications Specialist (911 Dispatcher)
5. Public Safety Officer (Police & Fire)
6. Electric Production Superintendent
7. Airport Manager
8. Water Operator/Trainee
9. Street Laborer
10. Wastewater Operator I

B. CITY MANAGER OFFICE ACTIVITIES:

1. Attended CTB meeting.
2. Attended Go! Augusta News at Noon meeting.
3. Attended API meeting.
4. Prepared materials for Strategic Retreat Part II.
5. Worked on performance evaluations for multiple employees.
6. Follow-up check in meeting with Placer.AI.
7. Prepared and submitted opposition testimony regarding tax incentives and the revenue neutral rate.
8. Responded to (5) Public Requests for Information.
    - Pay scales
    - Veteran's Memorial
    - Property around airport
    - KAKE News Interview regarding airport runway project
    - Placer.AI software
9. Responded to (1) Council Requests for Information.

- Potholes

10. City Manager Update Email (1)
    - 2/8/2024 – Miscellaneous

C. ATTACHMENTS:

1. Event Form – Twisted Oz Swap Meet

City Clerk: (316) 775-4510 | City Manager: (316) 775-4510 |
Community Development: (316) 775-4505 | Public Safety: (316) 775-4500
Public Works: (316) 425-4558
City of Augusta | 113 East 6th Avenue | P.O. Box 489 | Augusta, KS 67010

City of Augusta Event Planning Form

This form must be submitted at least 30 days prior to the event for review by City Departments and approval by the Governing Body.

Event Name

Twisted OZ Motorcycle Museum - Annual Swap Meet + Bike show

Event Date

April 6 2024

Start/End Times

8:00 AM 4:00 PM

Location of Event

527 W. 7th Ave Augusta

Organization or Applicant Name

Twisted OZ Motorcycle Museum

Event Planner / Contact Person

Paul Belt

Address

1216 Dearborn, Augusta, Ks 67010

Phone

316-239-9258

Fax

—

Contact On-call During Event

Paul Belt

Contact's Cell Phone

316-239-9258

What time will event set-up begin?

6:00 Am April 6

What time will tear down be complete?

6:00 PM - April 6

Number of Event Staff

20

Number of Spectators/ Attendees

800

Total

820

Please indicate if you are requesting permission to use one of the following city facilities (Some buildings and parks require fees and prior scheduling)

- ☐ Garvin Park
- ☐ Jim Brown Park
- ☐ Bill Reed Park
- ☐ Shryock Park
- ☐ Kerry Unrein Community Stage (Schedule/Fee)
- ☐ Gary W. Dryden Shelter
- ☐ Moyle Field
- ☐ Shryock Park Picnic Area (Schedule/Fee)
- ☐ Augusta Disc Golf Course
- ☐ Garvin Park Baseball Fields
- ☐ Knockwood Disc Golf Course at Santa Fe Lake

Will there be restrictions on parking?	⊘ Yes	○ No
Will your event include food or retail sales?	⊘ Yes	○ No
Will your event include a park or trail?	○ Yes	⊘ No
Will your event include a parade or race?	○ Yes	⊘ No
Will your event use tents/canopies?	⊘ Yes	○ No
Will your event include fireworks or open fires?	○ Yes	⊘ No
Other (Police Escort, Traffic Control, Barricades, Trash Containers)	⊘ Yes	○ No

If "Yes" to previous question, please provide details below.

We ~~would~~ would like to have about 8-10 Trash carts

STREET CLOSURE

Will your event require street closures? ○ Yes ⊗ No

If "Yes" please list the streets you are requesting to close

Have you contacted the residents / businesses affected by the street closure? **If not, you will need to contact them after receiving approval from the Governing Body.** ○ Yes ○ No ⊗ N/A

Did you have any issues when you contacted the residents / businesses about the street closure? ○ Yes ○ No ⊗ N/A

If "Yes" please explain

****If you are going to use paint to mark routes for runs/walks/bike rides on City streets, it MUST be water soluble paint.****

Site Plan or Sketch (please attach to this form): If you plan to have a parade or event involving the closure of streets, please provide a sketch of the parade route or sketch of the streets that you are requesting be closed for your event.

Please provide a detailed description of your event:

Motorcycle swap meet + bikeshow on the Musem propety

Police presence is allways welcome but we are not requesting that they be on site.

The City of Augusta will bill race organizers for police officer's overtime rate plus fringe benefits for each additional officer required as a result of an event to be held within the city. If no additional officers are required above normal shift levels, no charges will be assessed.

****The event organizers agree to secure and maintain event liability insurance in a sum not less than $1 million and to provide a certificate of insurance coverage to the City PRIOR to the event. The City of Augusta shall be named as an "Additional Insured" for the event on the certificate.****

*****Under no circumstances are vehicles allowed in any location of any park - except for designated parking areas - without prior consent granted at the time the event is approved by the Governing Body. Failure to abide by this request may result in a loss of privilege to use the park system for future events.*****

I, the undersigned, certify the statements and information included in this event form are true, accurate and complete to the best of my knowledge and belief.

Event Coordinator Signature: Paul Bert

Date: 2-6-24

Please return this application and all supporting documents to:

Augusta City Hall
113 East 6th Avenue - P.O. Box 489
Augusta, KS 67010
Fax: (316) 775-4566
E-mail: jshaw@augustagov.org

Approved

Initials

Date

ITEM NO. K1

CITY OF AUGUSTA
CITY COUNCIL AGENDA REPORT

Meeting Date:	February 20, 2024
Department:	Administration
Submitted By:	Josh Shaw, City Manager
Prepared By:	Josh Shaw, City Manager
Agenda Title:	**Executive Session – Preliminary Discussions Regarding Acquisition of Real Property**

RECOMMENDED ACTION:

Staff recommends that the Council go into executive session for preliminary discussions regarding acquisition of real property.

The proper motion to go into executive session would be as follows:

"I move to recess into executive session for 20 minutes to discuss acquisition of real property pursuant to the preliminary discussions of the acquisition of real property exception, K.S.A. 75-4319(b)(6). I ask that City Manager Josh Shaw, Assistant City Manager Kamme Sroufe, and City Attorney Andrew Marino join the Council in executive session. The open meeting of the governing body will reconvene in the Council Chambers at _____ p.m."

Department Head Approval Date:
City Manager Approval Date:
City Attorney Approval Date:
Attachments *(list in packet assembly order)***:**