

December 18, 2018
City Commission Room, 701 N. Jefferson, Junction City KS 66441

Mayor Pat Landes
Vice Mayor Phyllis Fitzgerald
Commissioner Tim Brown
Commissioner Jeff Underhill
Commissioner Nicholas Allbritton
City Manager Allen Dinkel
City Attorney Britain Stites
City Clerk Tammy Melton
Finance Director Lindsay Miller

1. 7:00 P.M. - CALL TO ORDER:

a. Pledge of Allegiance.

2. PUBLIC COMMENT: The Commission requests that comments be limited to a maximum of five minutes for each person.

3. CONSENT AGENDA: All items listed are considered to be routine by the City Commission and will be enacted by one motion. There will be no separate discussion of these items unless a Commissioner so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda.

a. Consideration of Appropriation Ordinance A-24 dated Nov 28th 2018-Dec 11th 2018 in the amount of \$1,610,509.73 and pre-approval for items listed below in the amount \$581,735.45. (p.4)

Joshua Douglass \$2,500.00, Raven Aero \$850.00, HDR Engineering Inc. \$76,280.40, Columbia Capital \$1,290.00, Wex Fuel Bill \$18,886.58, Veolia Water \$497,521.91, and Freedom Claims \$1,406.56.

b. Consideration of November 2018 ambulance contractual obligation adjustments for \$37,984.28 and bad debt adjustments for \$22,050.14. (p.43)

c. Consideration of City Commission Minutes for December 4, 2018 Meeting. (p.45)

4. PUBLIC HEARING:

a. 2018 Budget Amendment Hearing.

5. SPECIAL PRESENTATIONS:

a. Probationary Firefighter Completion presented by Fire Chief Johnson. (p.49)

6. APPOINTMENT:

- [a.](#) The Appointment of Mark Powers to a two year term on the Junction City Area Chamber of Commerce Economic Development Advisory Committee. (p.51)

7. NEW BUSINESS:

- [a.](#) Consideration of the 2018 Budget Amendments. (p.53)
- [b.](#) Consider the request from Junction City Community Partnership's Empowerment Program for the use and waiver of fees at 12th Street Community Center on the Second and Fourth Tuesday evenings of 2019. (p.60)
- [c.](#) Consideration of the Marketing Agreement with National League of Cities Service Line Warranty Program. (p.62)
- [d.](#) Consider the request from the Junction City Housing Authority to Waive 2017 Payment in Lieu of Taxes. (p.82)
- [e.](#) Consideration of Resolution No. R-2884, Authorizing the Redemption and Payment of its Taxable Multifamily Residential Revenue Bonds, Series 2006 and Series 2007. (p.85)
- [f.](#) Consideration to Award the Tax-Exempt Lease/Purchase Bid to Bci Capital Management Group with an interest rate of 3.13%. (p.107)
- [g.](#) Consideration of Resolution No. R-2886, Lease Purchase Agreement with BCI Capital Management Group for an ambulance, four salt spreaders, street sweeper and Rathert Stadium turf project. (p.250)
- [h.](#) Consideration of the Airport Environmental Assessment Study to Alfred Benesch & Company not to exceed \$90,000. (p.254)
- [i.](#) Consideration of Ordinance No. G-1235, adopt the 2018 International Fire Code for Title II of the City Code of Ordinances regulating Fire & Life Safety Codes for the City of Junction City. (p.265)
- [j.](#) Consider the request to apply for the 2018 Fire Prevention & Safety (FP&S) Grant. (p.285)
- [k.](#) Consider the request to apply for the 2019 Kansas Revolving and Assistance (KRAFT) Grant. (p.292)
- [l.](#) Report of Emergency Purchase of Fire Station 2 Emergency Generator. (p.298)
- [m.](#) Consideration of the Amendment to the Agreement for Engineering Services with HDR Engineering, Inc. (p.313)

[n.](#) Discuss the Agreement with USD# 475 for the new Junction City High School Project. (p.317)

[o.](#) Consider the request to extend the Neighborhood Revitalization Program. (p.319)

8. EXECUTIVE SESSION:

[a.](#) Executive Session to discuss Acquisition of Real Property. (p.322)

9. COMMISSIONER COMMENTS & COMMITTEE REPORTS:

10. STAFF COMMENTS:

11. ADJOURNMENT:

Backup material for agenda item:

- a. Consideration of Appropriation Ordinance A-24 dated Nov 28th 2018-Dec 11th 2018 in the amount of \$1,610,509.73 and pre-approval for items listed below in the amount \$581,735.45.

Joshua Douglass \$2,500.00, Raven Aero \$850.00, HDR Engineering Inc. \$76,280.40, Columbia Capital \$1,290.00, Wex Fuel Bill \$18,886.58, Veolia Water \$497,521.91, and Freedom Claims \$1,406.56.

City of Junction City

City Commission

Agenda Memo

Dec 18th 2018

From: Cynthia Sinkler, Water Billing and Accounts Payable Manager
To: City Commissioners
Subject: Consideration of Appropriation Ordinance A-24 dated Nov 28th 2018-Dec 11th 2018 in the amount of \$1,610,509.73 and pre-approval for items listed below in the amount \$581,735.45

Background: Attached is a Listing and Checks - Appropriations for Nov 28th 2018-Dec 11th 2018

Appropriations: Nov 28th 2018-Dec 11th 2018

ACH Payment or Payments due before next meeting –Total \$581,735.45

Joshua Douglass	\$2,500.00
Raven Aero	\$850.00
HDR Engineering Inc.	\$76,280.40
Columbia Capital	\$1,290.00
Wex Fuel Bill	\$18,886.58
Veolia Water	\$497,521.91
Freedom Claims	\$1,406.56



Junction City, KS

Bank Transaction Report

Transaction Detail

Issued Date Range: 11/28/2018 - 12/11/2018

Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
Accounts Payable							
Outstanding							
Bank Draft							
12/07/2018		DFT0003303	INTERNAL REVENUE SERVICE	Accounts Payable	Outstanding	Bank Draft	-9.38
12/07/2018		DFT0003304	INTERNAL REVENUE SERVICE	Accounts Payable	Outstanding	Bank Draft	-2.20
12/07/2018		DFT0003306	ADVANCE LIFE INSURANCE	Accounts Payable	Outstanding	Bank Draft	-11.20
12/07/2018		DFT0003307	ADVANCE LIFE INSURANCE	Accounts Payable	Outstanding	Bank Draft	-2.80
12/07/2018		DFT0003308	AMERICAN FAMILY LIFE ASSURANCE COMPANY	Accounts Payable	Outstanding	Bank Draft	-11.64
12/07/2018		DFT0003309	AMERICAN FAMILY LIFE ASSURANCE COMPANY	Accounts Payable	Outstanding	Bank Draft	-90.49
12/07/2018		DFT0003310	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-88.11
12/07/2018		DFT0003311	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-465.40
12/07/2018		DFT0003312	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-573.87
12/07/2018		DFT0003313	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-190.15
12/07/2018		DFT0003314	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-44.85
12/07/2018		DFT0003315	KANSAS PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-874.80
12/07/2018		DFT0003316	KANSAS PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-525.58
12/07/2018		DFT0003317	KANSAS PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-1,100.87
12/07/2018		DFT0003318	KANSAS PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-151.85
12/07/2018		DFT0003319	KAREN COMPTON	Accounts Payable	Outstanding	Bank Draft	-161.07
12/07/2018		DFT0003320	AMERICAN FAMILY LIFE ASSURANCE COMPANY	Accounts Payable	Outstanding	Bank Draft	-52.89
12/07/2018		DFT0003321	KANSAS DEPT OF REVENUE	Accounts Payable	Outstanding	Bank Draft	-622.16
12/07/2018		DFT0003322	INTERNAL REVENUE SERVICE	Accounts Payable	Outstanding	Bank Draft	-1,818.16
12/07/2018		DFT0003323	INTERNAL REVENUE SERVICE	Accounts Payable	Outstanding	Bank Draft	-1,345.90
12/07/2018		DFT0003324	INTERNAL REVENUE SERVICE	Accounts Payable	Outstanding	Bank Draft	-425.20
12/07/2018		DFT0003360	ADVANCE LIFE INSURANCE	Accounts Payable	Outstanding	Bank Draft	-269.72
12/07/2018		DFT0003361	ADVANCE LIFE INSURANCE	Accounts Payable	Outstanding	Bank Draft	-780.13
12/07/2018		DFT0003362	AMERICAN FAMILY LIFE ASSURANCE COMPANY	Accounts Payable	Outstanding	Bank Draft	-373.93
12/07/2018		DFT0003363	AMERICAN FAMILY LIFE ASSURANCE COMPANY	Accounts Payable	Outstanding	Bank Draft	-2,056.26
12/07/2018		DFT0003364	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-901.54
12/07/2018		DFT0003365	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-451.59
12/07/2018		DFT0003366	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-3,340.89
12/07/2018		DFT0003367	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-1,113.66
12/07/2018		DFT0003368	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-499.29
12/07/2018		DFT0003369	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-1,981.48
12/07/2018		DFT0003370	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-3,670.92
12/07/2018		DFT0003371	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-408.26
12/07/2018		DFT0003372	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-899.92

Bank Transaction Report

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Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
12/07/2018		DFT0003373	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-10,845.30
12/07/2018		DFT0003374	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-3,238.34
12/07/2018		DFT0003375	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-3,443.22
12/07/2018		DFT0003376	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-950.75
12/07/2018		DFT0003377	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-707.46
12/07/2018		DFT0003378	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-4,075.54
12/07/2018		DFT0003379	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-1,749.52
12/07/2018		DFT0003380	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-1,046.50
12/07/2018		DFT0003381	KANSAS PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-72,153.14
12/07/2018		DFT0003382	KANSAS PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-5,985.94
12/07/2018		DFT0003383	KANSAS PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-6,296.12
12/07/2018		DFT0003384	KANSAS PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-5,621.54
12/07/2018		DFT0003385	GREAT WEST FINANCIAL	Accounts Payable	Outstanding	Bank Draft	-6,358.85
12/07/2018		DFT0003386	KANSAS PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-1,260.54
12/07/2018		DFT0003387	KAREN COMPTON	Accounts Payable	Outstanding	Bank Draft	-5,055.52
12/07/2018		DFT0003388	AMERICAN FAMILY LIFE ASSURANCE COMPANY	Accounts Payable	Outstanding	Bank Draft	-659.73
12/07/2018		DFT0003389	KANSAS DEPT OF REVENUE	Accounts Payable	Outstanding	Bank Draft	-15,011.86
12/07/2018		DFT0003390	INTERNAL REVENUE SERVICE	Accounts Payable	Outstanding	Bank Draft	-15,404.50
12/07/2018		DFT0003391	INTERNAL REVENUE SERVICE	Accounts Payable	Outstanding	Bank Draft	-34,984.29
12/07/2018		DFT0003392	INTERNAL REVENUE SERVICE	Accounts Payable	Outstanding	Bank Draft	-10,742.60
12/07/2018		DFT0003394	KANSAS PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-2,220.83
12/07/2018		DFT0003395	KANSAS DEPT OF REVENUE	Accounts Payable	Outstanding	Bank Draft	-263.68
12/07/2018		DFT0003396	INTERNAL REVENUE SERVICE	Accounts Payable	Outstanding	Bank Draft	-619.56
12/07/2018		DFT0003397	INTERNAL REVENUE SERVICE	Accounts Payable	Outstanding	Bank Draft	-236.42
Bank Draft Total: (58)							-234,247.91
Check							
12/04/2018		366219	NEW HORIZONS HOMES	Accounts Payable	Outstanding	Check	-342.50
12/05/2018		366231	HELLAS CONSTRUCTION, INC.	Accounts Payable	Outstanding	Check	-77,646.18
12/05/2018		366233	VERIZON WIRELESS	Accounts Payable	Outstanding	Check	-3,164.41
12/06/2018		366234	KANSAS DEPT OF AGRICULTURE	Accounts Payable	Outstanding	Check	-400.00
12/07/2018		366220	CITY OF JC FLEX SPENDING ACCT 1074334	Accounts Payable	Outstanding	Check	-104.16
12/07/2018		366221	CARVER & BLANTON SHEA	Accounts Payable	Outstanding	Check	-215.82
12/07/2018		366222	CITY OF JC FLEX SPENDING ACCT 1074334	Accounts Payable	Outstanding	Check	-3,332.19
12/07/2018		366223	CITY OF JUNCTION CITY	Accounts Payable	Outstanding	Check	-373.25
12/07/2018		366224	FLEXIBLE SPENDING ACCOUNT #1074334	Accounts Payable	Outstanding	Check	-724.99
12/07/2018		366225	H KENT HOLLINS	Accounts Payable	Outstanding	Check	-285.91
12/07/2018		366226	KANSAS PAYMENT CENTER	Accounts Payable	Outstanding	Check	-1,029.70
12/07/2018		366227	MARYLAND CHILD SUPPORT ACCOUNT	Accounts Payable	Outstanding	Check	-117.69
12/07/2018		366228	POLICE & FIREMEN'S INSURANCE ASSOCIATION	Accounts Payable	Outstanding	Check	-1,014.84
12/07/2018		366229	ROLLING MEADOWS GOLF COURSE	Accounts Payable	Outstanding	Check	-130.02
12/07/2018		366230	UNITED WAY OF JUNCTION CITY-GEARY COUNTY	Accounts Payable	Outstanding	Check	-33.00
12/11/2018		366237	A HOMESTEAD WRECKER	Accounts Payable	Outstanding	Check	-442.00

Bank Transaction Report

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Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
12/11/2018		366238	AIRGAS	Accounts Payable	Outstanding	Check	-73.97
12/11/2018		366239	ALLIED BUSINESS SOLUTIONS LLC	Accounts Payable	Outstanding	Check	-272.44
12/11/2018		366240	ARNOLD & ASSOCIATES OF WICHITA, INC	Accounts Payable	Outstanding	Check	-730.38
12/11/2018		366241	BAYER CONSTRUCTION CO.	Accounts Payable	Outstanding	Check	-105,365.29
12/11/2018		366242	BRIAN W. NYP	Accounts Payable	Outstanding	Check	-2,615.07
12/11/2018		366243	CATHY FAHEY	Accounts Payable	Outstanding	Check	-14.27
12/11/2018		366244	CDW GOVERNMENT INC	Accounts Payable	Outstanding	Check	-1,282.82
12/11/2018		366245	CEDAR POINT CAR WASH	Accounts Payable	Outstanding	Check	-200.00
12/11/2018		366246	CENTRAL POWER SYSTEMS & SERVICES	Accounts Payable	Outstanding	Check	-671.64
12/11/2018		366247	CENTURY BUSINESS TECHNOLOGIES	Accounts Payable	Outstanding	Check	-14.67
12/11/2018		366248	CENTURYLINK COMMUNICATION, INC.	Accounts Payable	Outstanding	Check	-2,216.60
12/11/2018		366249	CHAMPIONS CAR AND TRUCK WASH	Accounts Payable	Outstanding	Check	-24.90
12/11/2018		366250	CHIEF SUPPLY	Accounts Payable	Outstanding	Check	-67.34
12/11/2018		366251	CLARK & PLATT, CHTD.	Accounts Payable	Outstanding	Check	-1,250.00
12/11/2018		366252	COLLECTION BUREAU OF KANSAS INC	Accounts Payable	Outstanding	Check	-924.71
12/11/2018		366253	COMPLIANCEONE	Accounts Payable	Outstanding	Check	-438.75
12/11/2018		366254	CONRAD FIRE EQUIPMENT	Accounts Payable	Outstanding	Check	-383.15
12/11/2018		366255	COX BUSINESS SERVICES	Accounts Payable	Outstanding	Check	-9,246.71
12/11/2018		366256	DANKO EMERGENCY EQUIPMENT CO.	Accounts Payable	Outstanding	Check	-2,794.72
12/11/2018		366257	DAVE'S ELECTRIC, INC.	Accounts Payable	Outstanding	Check	-1,028.58
12/11/2018		366258	DRY CLEAN CITY #1	Accounts Payable	Outstanding	Check	-629.00
12/11/2018		366259	DS&O RURAL ELECTRIC	Accounts Payable	Outstanding	Check	-5,960.10
12/11/2018		366260	EAE ENTERPRISES	Accounts Payable	Outstanding	Check	-110.00
12/11/2018		366261	ELLIOTT EQUIPMENT CO.	Accounts Payable	Outstanding	Check	-94.06
12/11/2018		366262	ENGSTROM'S WELDING	Accounts Payable	Outstanding	Check	-123.86
12/11/2018		366263	FACTORY MOTOR PARTS	Accounts Payable	Outstanding	Check	-145.70
12/11/2018		366264	GADES SALES CO.	Accounts Payable	Outstanding	Check	-260.06
12/11/2018		366265	GEARY COMMUNITY HOSPITAL	Accounts Payable	Outstanding	Check	-2,876.40
12/11/2018		366266	GEARY COUNTY ATTORNEY	Accounts Payable	Outstanding	Check	-860.25
12/11/2018		366267	GEARY COUNTY ATTORNEY	Accounts Payable	Outstanding	Check	-10,862.49
12/11/2018		366268	GEARY COUNTY PUBLIC WORKS	Accounts Payable	Outstanding	Check	-33,462.00
12/11/2018		366269	GEARY COUNTY RWD #4	Accounts Payable	Outstanding	Check	-50.66
12/11/2018		366270	GEARY COUNTY SHERIFF	Accounts Payable	Outstanding	Check	-29,598.86
12/11/2018		366271	GEARY COUNTY SHERIFF	Accounts Payable	Outstanding	Check	-2,874.00
12/11/2018		366272	GEARY COUNTY SHERIFF	Accounts Payable	Outstanding	Check	-5,114.75
12/11/2018		366273	GEARY COUNTY SHERIFF	Accounts Payable	Outstanding	Check	-28,750.00
12/11/2018		366274	GEARY COUNTY SHERIFF	Accounts Payable	Outstanding	Check	-2,707.43
12/11/2018		366275	GRAINGER	Accounts Payable	Outstanding	Check	-49.50
12/11/2018		366276	GRANDVIEW PLAZA PD	Accounts Payable	Outstanding	Check	-5,951.16
12/11/2018		366277	HELLAS CONSTRUCTION, INC.	Accounts Payable	Outstanding	Check	-250,720.02
12/11/2018		366278	IMAGING OFFICE SYSTEMS, INC	Accounts Payable	Outstanding	Check	-11,750.00
12/11/2018		366279	INTERSTATE GLASS CO.	Accounts Payable	Outstanding	Check	-850.00
12/11/2018		366280	K & L SAFETY PRODUCTS	Accounts Payable	Outstanding	Check	-156.78

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
12/11/2018		366281	KA-COMM	Accounts Payable	Outstanding	Check	-300.00
12/11/2018		366282	KANSAS BUREAU OF INVESTIGATION	Accounts Payable	Outstanding	Check	-2.40
12/11/2018		366283	KANSAS GAS SERVICE	Accounts Payable	Outstanding	Check	-2,976.43
12/11/2018		366284	KANSAS LAW ENFORCEMENT MEMORIAL FOUNDATION	Accounts Payable	Outstanding	Check	-460.00
12/11/2018		366285	KANSAS ONE-CALL SYSTEMS, INC.	Accounts Payable	Outstanding	Check	-120.00
12/11/2018		366286	KANSAS PEACE OFFICERS	Accounts Payable	Outstanding	Check	-940.00
12/11/2018		366287	KANSAS STATE SURPLUS PROPERTY	Accounts Payable	Outstanding	Check	-24.00
12/11/2018		366288	KANSAS STATE UNIVERSITY-KSVDL	Accounts Payable	Outstanding	Check	-300.00
12/11/2018		366289	KEY OFFICE PRODUCTS	Accounts Payable	Outstanding	Check	-78.26
12/11/2018		366290	LEAGUE OF KANSAS MUNICIPALITIES	Accounts Payable	Outstanding	Check	-11,209.98
12/11/2018		366291	LOGAN BUSINESS MACHINES	Accounts Payable	Outstanding	Check	-272.64
12/11/2018		366292	M & L SERVICE LLC	Accounts Payable	Outstanding	Check	-195.00
12/11/2018		366293	MARVIN WILLIAMS	Accounts Payable	Outstanding	Check	-75.00
12/11/2018		366294	MIDWEST CONCRETE MATERIALS	Accounts Payable	Outstanding	Check	-1,393.75
12/11/2018		366295	MSC INDUSTRIAL SUPPLY CO	Accounts Payable	Outstanding	Check	-3,111.49
12/11/2018		366296	MUNICIPAL CODE CORPORATION	Accounts Payable	Outstanding	Check	-899.00
12/11/2018		366297	NAPA AUTO PARTS OF J.C.	Accounts Payable	Outstanding	Check	-670.63
12/11/2018		366298	NETWORK COMPUTING SOLUTIONS, LLC	Accounts Payable	Outstanding	Check	-71.45
12/11/2018		366299	NEX-TECH	Accounts Payable	Outstanding	Check	-969.00
12/11/2018		366300	OMNI BILLING	Accounts Payable	Outstanding	Check	-4,185.60
12/11/2018		366301	PHILLIPS SOUTHERN ELECTRIC CO., INC.	Accounts Payable	Outstanding	Check	-101,720.87
12/11/2018		366302	POSTMASTER	Accounts Payable	Outstanding	Check	-496.00
12/11/2018		366303	PROPANE CENTRAL	Accounts Payable	Outstanding	Check	-372.80
12/11/2018		366304	PURVIS LAW OFFICE LLC	Accounts Payable	Outstanding	Check	-500.00
12/11/2018		366305	R & R PRODUCTS CO.	Accounts Payable	Outstanding	Check	-1,652.50
12/11/2018		366306	REDGUARD, LLC	Accounts Payable	Outstanding	Check	-110.00
12/11/2018		366307	RILEY CO POLICE DEPT	Accounts Payable	Outstanding	Check	-2.40
12/11/2018		366308	SALINA SUPPLY COMPANY	Accounts Payable	Outstanding	Check	-670.00
12/11/2018		366309	SCHULTE SUPPLY, INC.	Accounts Payable	Outstanding	Check	-795.00
12/11/2018		366310	SCREEN MACHINE SPORTS	Accounts Payable	Outstanding	Check	-801.08
12/11/2018		366311	SEATON PUBLISHING CO. INC.	Accounts Payable	Outstanding	Check	-3,736.29
12/11/2018		366312	SECURITY SOLUTIONS INC	Accounts Payable	Outstanding	Check	-10,780.42
12/11/2018		366313	SERVICEMASTER	Accounts Payable	Outstanding	Check	-798.00
12/11/2018		366314	SIR SPEEDY	Accounts Payable	Outstanding	Check	-40.21
12/11/2018		366315	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	Accounts Payable	Outstanding	Check	-212.74
12/11/2018		366316	STAPLES ADVANTAGE	Accounts Payable	Outstanding	Check	-165.19
12/11/2018		366317	SUMMIT TRUCK GROUP	Accounts Payable	Outstanding	Check	-1,220.97
12/11/2018		366318	SUNDOWN SALUTE INC	Accounts Payable	Outstanding	Check	-548.00
12/11/2018		366319	T & T BOUNCE LLC	Accounts Payable	Outstanding	Check	-300.00
12/11/2018		366320	TESTA ENTERPRISES	Accounts Payable	Outstanding	Check	-4,443.12
12/11/2018		366321	THERMAL COMFORT AIR, INC	Accounts Payable	Outstanding	Check	-120.00
12/11/2018		366322	TYLER M EAKES	Accounts Payable	Outstanding	Check	-385.40
12/11/2018		366323	UNDERGROUND VAULTS & STORAGE, INC.	Accounts Payable	Outstanding	Check	-35.00

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
12/11/2018		366324	VAN WALL EQUIPMENT	Accounts Payable	Outstanding	Check	-512.70
12/11/2018		366325	WEST PAYMENT CENTER	Accounts Payable	Outstanding	Check	-857.71
12/11/2018		366326	WESTAR ENERGY	Accounts Payable	Outstanding	Check	-23,522.13
12/11/2018		366327	XEROX CORPORATION	Accounts Payable	Outstanding	Check	-155.33
12/11/2018		366328	YERIELA BELL	Accounts Payable	Outstanding	Check	-80.00
Check Total: (107)							-796,218.24
EFT							
12/03/2018		10000669	FREEDOM CLAIMS MGT. INC PREMIUM ACCT	Accounts Payable	Outstanding	EFT	-4,329.10
12/03/2018		10000670	FREEDOM CLAIMS MGT.INC CLAIMS ACCOUNT	Accounts Payable	Outstanding	EFT	-1,852.11
12/05/2018		10000671	DOROTHY BRAMLAGE LIBRARY	Accounts Payable	Outstanding	EFT	-44,999.71
12/05/2018		10000672	FREEDOM CLAIMS MGT.INC CLAIMS ACCOUNT	Accounts Payable	Outstanding	EFT	-5,369.77
12/06/2018		10000677	COLUMBIA CAPITAL MANAGEMENT LLC	Accounts Payable	Outstanding	EFT	-1,290.00
12/06/2018		10000678	EMPRISE BANK	Accounts Payable	Outstanding	EFT	-31,023.96
12/06/2018		10000679	HDR ENGINEERING INC	Accounts Payable	Outstanding	EFT	-51,996.16
12/06/2018		10000680	JOSHUA DOUGLASS	Accounts Payable	Outstanding	EFT	-2,500.00
12/06/2018		10000681	RAVEN AERO SERVICE,INC.	Accounts Payable	Outstanding	EFT	-850.00
12/06/2018		10000682	WALTERS MORGAN CONSTRUCTION, INC.	Accounts Payable	Outstanding	EFT	-149,712.00
12/07/2018		10000673	FIREMEN'S RELIEF ASSOCIATION	Accounts Payable	Outstanding	EFT	-239.19
12/07/2018		10000674	JCPOA	Accounts Payable	Outstanding	EFT	-840.00
12/07/2018		10000675	JUNCTION CITY FIRE FIGHTERS ASSOCIATION LOCAL 3309	Accounts Payable	Outstanding	EFT	-1,650.00
12/07/2018		10000676	JUNCTION CITY FIREFIGHTERS AID ASSOCIATION	Accounts Payable	Outstanding	EFT	-127.50
EFT Total: (14)							-296,779.50
Outstanding Total: (179)							-1,327,245.65
Accounts Payable Total: (179)							-1,327,245.65
Payroll							
Outstanding							
EFT							
12/07/2018		DFT0003302	Payroll EFT	Payroll	Outstanding	EFT	-69.89
12/07/2018		DFT0003305	Payroll EFT	Payroll	Outstanding	EFT	-10,326.73
12/07/2018		DFT0003359	Payroll EFT	Payroll	Outstanding	EFT	-266,299.14
12/07/2018		DFT0003393	Payroll EFT	Payroll	Outstanding	EFT	-6,568.32
EFT Total: (4)							-283,264.08
Outstanding Total: (4)							-283,264.08
Payroll Total: (4)							-283,264.08
Report Total: (183)							-1,610,509.73

Summary

Bank Account	Count	Amount
1074318 POOLED CASH MASTER	183	-1,610,509.73
Report Total:	183	-1,610,509.73

Cash Account	Count	Amount
999 999-1-00000-0101 POOLED CASH MASTER	183	-1,610,509.73
Report Total:	183	-1,610,509.73

Transaction Type	Count	Amount
Bank Draft	58	-234,247.91
Check	107	-796,218.24
EFT	18	-580,043.58
Report Total:	183	-1,610,509.73



Junction City, KS

Appropriations-Nov 28th 2018-Dec 11th 2018-CS

By Fund

Post Dates 11/28/2018 - 12/11/2018

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - NON-DEPARTMENTAL					
Vendor: 043380 - ADVANCE LIFE INSURANCE					
ADVANCE LIFE INSURANCE	INV0014690	12/07/2018	CITY OF JC EMPLOYER PD LIFE		11.20
ADVANCE LIFE INSURANCE	INV0014691	12/07/2018	ADVANCE LIFE INSURANCE BEF...		2.80
ADVANCE LIFE INSURANCE	INV0014765	12/07/2018	CITY OF JC EMPLOYER PD LIFE		230.29
ADVANCE LIFE INSURANCE	INV0014766	12/07/2018	ADVANCE LIFE INSURANCE BEF...		652.55
Vendor 043380 - ADVANCE LIFE INSURANCE Total:					896.84
Vendor: 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY					
AMERICAN FAMILY LIFE ASSUR...	INV0014692	12/07/2018	AFLAC		11.64
AMERICAN FAMILY LIFE ASSUR...	INV0014693	12/07/2018	AFLAC BEFORE TAX		90.49
AMERICAN FAMILY LIFE ASSUR...	INV0014705	12/07/2018	VSP Vision Insurance Pre-Tax		52.89
AMERICAN FAMILY LIFE ASSUR...	INV0014767	12/07/2018	AFLAC		325.09
AMERICAN FAMILY LIFE ASSUR...	INV0014768	12/07/2018	AFLAC BEFORE TAX		1,856.85
AMERICAN FAMILY LIFE ASSUR...	INV0014808	12/07/2018	VSP Vision Insurance Pre-Tax		587.81
Vendor 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY Total:					2,924.77
Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC					
BLUE CROSS BLUE SHIELD OF KS ..	INV0014694	12/07/2018	BLUE CROSS BLUE SHIELD		88.11
BLUE CROSS BLUE SHIELD OF KS ..	INV0014695	12/07/2018	BLUE CROSS BLUE SHIELD		465.40
BLUE CROSS BLUE SHIELD OF KS ..	INV0014696	12/07/2018	BLUE CROSS BLUE SHIELD		573.87
BLUE CROSS BLUE SHIELD OF KS ..	INV0014697	12/07/2018	BLUE CROSS BLUE SHIELD		190.15
BLUE CROSS BLUE SHIELD OF KS ..	INV0014698	12/07/2018	BLUE CROSS BLUE SHIELD		44.85
BLUE CROSS BLUE SHIELD OF KS ..	INV0014769	12/07/2018	BLUE CROSS BLUE SHIELD		631.08
BLUE CROSS BLUE SHIELD OF KS ..	INV0014770	12/07/2018	BLUE CROSS BLUE SHIELD		451.59
BLUE CROSS BLUE SHIELD OF KS ..	INV0014771	12/07/2018	BLUE CROSS BLUE SHIELD		3,025.37
BLUE CROSS BLUE SHIELD OF KS ..	INV0014772	12/07/2018	BLUE CROSS BLUE SHIELD		1,113.66
BLUE CROSS BLUE SHIELD OF KS ..	INV0014773	12/07/2018	BLUE CROSS BLUE SHIELD		380.32
BLUE CROSS BLUE SHIELD OF KS ..	INV0014774	12/07/2018	BLUE CROSS BLUE SHIELD		1,981.48
BLUE CROSS BLUE SHIELD OF KS ..	INV0014775	12/07/2018	BLUE CROSS BLUE SHIELD		2,834.77
BLUE CROSS BLUE SHIELD OF KS ..	INV0014776	12/07/2018	BLUE CROSS BLUE SHIELD		408.26
BLUE CROSS BLUE SHIELD OF KS ..	INV0014777	12/07/2018	BLUE CROSS BLUE SHIELD		734.09
BLUE CROSS BLUE SHIELD OF KS ..	INV0014778	12/07/2018	BLUE CROSS BLUE SHIELD		9,644.58
BLUE CROSS BLUE SHIELD OF KS ..	INV0014779	12/07/2018	BLUE CROSS BLUE SHIELD		2,741.03
BLUE CROSS BLUE SHIELD OF KS ..	INV0014780	12/07/2018	BLUE CROSS BLUE SHIELD		3,318.90
BLUE CROSS BLUE SHIELD OF KS ..	INV0014781	12/07/2018	BLUE CROSS BLUE SHIELD		387.75
BLUE CROSS BLUE SHIELD OF KS ..	INV0014782	12/07/2018	BLUE CROSS BLUE SHIELD		707.46
BLUE CROSS BLUE SHIELD OF KS ..	INV0014783	12/07/2018	BLUE CROSS BLUE SHIELD		4,075.54
BLUE CROSS BLUE SHIELD OF KS ..	INV0014784	12/07/2018	BLUE CROSS BLUE SHIELD		1,565.36
BLUE CROSS BLUE SHIELD OF KS ..	INV0014785	12/07/2018	BLUE CROSS BLUE SHIELD		895.37
Vendor 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total:					36,258.99
Vendor: 01126 - CARVER & BLANTON SHEA					
CARVER & BLANTON SHEA	INV0014786	12/07/2018	GARNISHMENT		215.82
Vendor 01126 - CARVER & BLANTON SHEA Total:					215.82
Vendor: 044005 - CITY OF JC FLEX SPENDING ACCT 1074334					
CITY OF JC FLEX SPENDING ACCT..	INV0014703	12/07/2018	FLEX SPENDING-1074334		104.16
CITY OF JC FLEX SPENDING ACCT..	INV0014802	12/07/2018	FLEX SPENDING-1074334		2,950.78
Vendor 044005 - CITY OF JC FLEX SPENDING ACCT 1074334 Total:					3,054.94
Vendor: 012130 - CITY OF JUNCTION CITY					
CITY OF JUNCTION CITY	INV0014787	12/07/2018	TELEPHONE REIMBURSEMENT		17.00
CITY OF JUNCTION CITY	INV0014792	12/07/2018	CITY OF JUNCTION CITY (G-FEE)		15.00
CITY OF JUNCTION CITY	INV0014805	12/07/2018	TELEPHONE REIMBURSEMENT		264.37
Vendor 012130 - CITY OF JUNCTION CITY Total:					296.37

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
Vendor: 025326 - FIREMEN'S RELIEF ASSOCIATION					
FIREMEN'S RELIEF ASSOCIATION	INV0014791	12/07/2018	FIREMANS RELIEF		239.19
Vendor 025326 - FIREMEN'S RELIEF ASSOCIATION Total:					239.19
Vendor: 050188 - FLEXIBLE SPENDING ACCOUNT #1074334					
FLEXIBLE SPENDING ACCOUNT ...	INV0014788	12/07/2018	DEPENDENT CARE ACCT 10743...		589.57
Vendor 050188 - FLEXIBLE SPENDING ACCOUNT #1074334 Total:					589.57
Vendor: 01944 - GREAT WEST FINANCIAL					
GREAT WEST FINANCIAL	INV0014800	12/07/2018	GREAT WEST FINANCIAL		5,322.37
Vendor 01944 - GREAT WEST FINANCIAL Total:					5,322.37
Vendor: 001010 - INTERNAL REVENUE SERVICE					
INTERNAL REVENUE SERVICE	INV0014688	12/07/2018	SOCIAL SECURITY WITHHOLDING		9.38
INTERNAL REVENUE SERVICE	INV0014689	12/07/2018	MEDICARE WITHHOLDING		2.20
INTERNAL REVENUE SERVICE	INV0014707	12/07/2018	SOCIAL SECURITY WITHHOLDING		1,818.16
INTERNAL REVENUE SERVICE	INV0014708	12/07/2018	FEDERAL WITHHOLDING		1,345.90
INTERNAL REVENUE SERVICE	INV0014709	12/07/2018	MEDICARE WITHHOLDING		425.20
INTERNAL REVENUE SERVICE	INV0014810	12/07/2018	SOCIAL SECURITY WITHHOLDING		10,128.10
INTERNAL REVENUE SERVICE	INV0014811	12/07/2018	FEDERAL WITHHOLDING		31,495.95
INTERNAL REVENUE SERVICE	INV0014812	12/07/2018	MEDICARE WITHHOLDING		9,447.08
INTERNAL REVENUE SERVICE	INV0014815	12/07/2018	FEDERAL WITHHOLDING		619.56
INTERNAL REVENUE SERVICE	INV0014816	12/07/2018	MEDICARE WITHHOLDING		236.42
Vendor 001010 - INTERNAL REVENUE SERVICE Total:					55,527.95
Vendor: 039125 - JCPOA					
JCPOA	INV0014804	12/07/2018	JCPOA		820.00
Vendor 039125 - JCPOA Total:					820.00
Vendor: 037195 - JUNCTION CITY FIRE FIGHTERS ASSOCIATION LOCAL 3309					
JUNCTION CITY FIRE FIGHTERS ...	INV0014790	12/07/2018	I.A.F.F. LOCAL 3309		1,650.00
Vendor 037195 - JUNCTION CITY FIRE FIGHTERS ASSOCIATION LOCAL 3309 Total:					1,650.00
Vendor: 00813 - JUNCTION CITY FIREFIGHTERS AID ASSOCIATION					
JUNCTION CITY FIREFIGHTERS A...	INV0014789	12/07/2018	FIREFIGHTERS AID ASSOCIATION		127.50
Vendor 00813 - JUNCTION CITY FIREFIGHTERS AID ASSOCIATION Total:					127.50
Vendor: 042540 - KANSAS DEPT OF REVENUE					
KANSAS DEPT OF REVENUE	INV0014706	12/07/2018	STATE WITHHOLDING		622.16
KANSAS DEPT OF REVENUE	INV0014809	12/07/2018	STATE WITHHOLDING		13,363.74
KANSAS DEPT OF REVENUE	INV0014814	12/07/2018	STATE WITHHOLDING		263.68
Vendor 042540 - KANSAS DEPT OF REVENUE Total:					14,249.58
Vendor: 014435 - KANSAS PAYMENT CENTER					
KANSAS PAYMENT CENTER	INV0014795	12/07/2018	GARNISHMENT		387.20
Vendor 014435 - KANSAS PAYMENT CENTER Total:					387.20
Vendor: 043859 - KANSAS PUBLIC EMPLOYEES					
KANSAS PUBLIC EMPLOYEES	INV0014699	12/07/2018	KPERS #1		874.80
KANSAS PUBLIC EMPLOYEES	INV0014700	12/07/2018	KPERS #2		525.58
KANSAS PUBLIC EMPLOYEES	INV0014701	12/07/2018	KPERS #3		1,100.87
KANSAS PUBLIC EMPLOYEES	INV0014702	12/07/2018	KPERS INSURANCE		151.85
KANSAS PUBLIC EMPLOYEES	INV0014796	12/07/2018	KP&F		71,553.97
KANSAS PUBLIC EMPLOYEES	INV0014797	12/07/2018	KPERS #1		4,677.89
KANSAS PUBLIC EMPLOYEES	INV0014798	12/07/2018	KPERS #2		4,141.75
KANSAS PUBLIC EMPLOYEES	INV0014799	12/07/2018	KPERS #3		2,885.50
KANSAS PUBLIC EMPLOYEES	INV0014801	12/07/2018	KPERS INSURANCE		838.01
KANSAS PUBLIC EMPLOYEES	INV0014813	12/07/2018	KP&F		2,220.83
Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:					88,971.05
Vendor: 02713 - KAREN COMPTON					
KAREN COMPTON	INV0014704	12/07/2018	CITY OF JC EMPLOYER PAID STD		161.07
KAREN COMPTON	INV0014806	12/07/2018	CITY OF JC EMPLOYER PAID STD		4,391.69
Vendor 02713 - KAREN COMPTON Total:					4,552.76

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
Vendor: 048289 - POLICE & FIREMEN'S INSURANCE ASSOCIATION					
POLICE & FIREMEN'S INSURANC...	INV0014803	12/07/2018	POLICE & FIRE INSURANCE		1,014.84
Vendor 048289 - POLICE & FIREMEN'S INSURANCE ASSOCIATION Total:					1,014.84
Vendor: 067881 - ROLLING MEADOWS GOLF COURSE					
ROLLING MEADOWS GOLF COU...	INV0014793	12/07/2018	ROLLING MEADOWS GOLF COU...		130.02
Vendor 067881 - ROLLING MEADOWS GOLF COURSE Total:					130.02
Vendor: 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY					
UNITED WAY OF JUNCTION CITY...	INV0014807	12/07/2018	UNITED WAY		23.50
Vendor 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY Total:					23.50
Department 000 - NON-DEPARTMENTAL Total:					217,253.26
Department: 002 - INFORMATION TECHNOLOGY SYSTEMS					
Vendor: 00957 - CENTURYLINK COMMUNICATION, INC.					
CENTURYLINK COMMUNICATI...	NOV 2018	12/11/2018	INFORMATION SYSTEMS		14.93
Vendor 00957 - CENTURYLINK COMMUNICATION, INC. Total:					14.93
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Channel 3 Digital Music		34.76
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Metro E - Municipal Building		1,500.00
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Outside - FS2 Internet		47.95
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Phone Lines - Cox		48.31
COX BUSINESS SERVICES	DEC 2018	12/01/2018	TV Charges		10.49
Vendor 01604 - COX BUSINESS SERVICES Total:					1,641.51
Vendor: 059998 - INCODE					
INCODE	025-241970	12/01/2018	Web Publishing Fees		200.00
INCODE	025-242737	12/01/2018	TCM annual maintenance		1,653.75
Vendor 059998 - INCODE Total:					1,853.75
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	IT-NOV 2018	12/05/2018	IT DIRECTOR		53.36
VERIZON WIRELESS	IT-NOV 2018	12/05/2018	IT TECHNICIAN		53.36
Vendor 00970 - VERIZON WIRELESS Total:					106.72
Department 002 - INFORMATION TECHNOLOGY SYSTEMS Total:					3,616.91
Department: 003 - ADMINISTRATION					
Vendor: 02484 - ALLIED BUSINESS SOLUTIONS LLC					
ALLIED BUSINESS SOLUTIONS L...	1940 Nov-2018	12/03/2018	Change Corporate Plan POTs lin...		128.26
ALLIED BUSINESS SOLUTIONS L...	1940 Nov-2018	12/03/2018	Eliminate - Cellular items		8.97
ALLIED BUSINESS SOLUTIONS L...	1940 Nov-2018	12/03/2018	Eliminate - Phone Taxes		58.78
ALLIED BUSINESS SOLUTIONS L...	1940 Nov-2018	12/03/2018	Reduce Universal Fund		6.02
Vendor 02484 - ALLIED BUSINESS SOLUTIONS LLC Total:					202.03
Vendor: 02753 - BRIAN W. NYP					
BRIAN W. NYP	1002-04	12/06/2018	CONSULTING SERVICES 11/1/20...		871.69
Vendor 02753 - BRIAN W. NYP Total:					871.69
Vendor: 00957 - CENTURYLINK COMMUNICATION, INC.					
CENTURYLINK COMMUNICATI...	NOV 2018	12/11/2018	ADMINISTRATION		71.69
CENTURYLINK COMMUNICATI...	NOV 2018	12/11/2018	ADMINISTRATION		14.93
CENTURYLINK COMMUNICATI...	NOV 2018	12/11/2018	ADMINISTRATIVE SERVICES		14.93
CENTURYLINK COMMUNICATI...	NOV 2018	12/11/2018	EDC-ADMINISTRATION		29.87
Vendor 00957 - CENTURYLINK COMMUNICATION, INC. Total:					131.42
Vendor: 053896 - COMPLIANCEONE					
COMPLIANCEONE	250022	12/10/2018	DOT RANDOM DRUG SCREENI...		75.00
COMPLIANCEONE	250178	12/10/2018	RANDOM DRUGS SCREENING F...		363.75
Vendor 053896 - COMPLIANCEONE Total:					438.75
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Phone Lines - Cox		217.39
Vendor 01604 - COX BUSINESS SERVICES Total:					217.39

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
Vendor: 028260 - GEARY COMMUNITY HOSPITAL					
GEARY COMMUNITY HOSPITAL	2018-1031	12/10/2018	PHARMACEUTICAL AND SUPPLI...		1,972.90
Vendor 028260 - GEARY COMMUNITY HOSPITAL Total:					1,972.90
Vendor: 043271 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	CITY HALL-NOV 18	12/10/2018	700 N JEFFERSON-		181.09
Vendor 043271 - KANSAS GAS SERVICE Total:					181.09
Vendor: 048780 - LEAGUE OF KANSAS MUNICIPALITIES					
LEAGUE OF KANSAS MUNICIPAL...	19-8	12/01/2018	2019 MEMBERSHIP DUES, MAG...		340.00
LEAGUE OF KANSAS MUNICIPAL...	19-8	12/01/2018	2019 MEMBERSHIP DUES, MAG...		10,869.98
Vendor 048780 - LEAGUE OF KANSAS MUNICIPALITIES Total:					11,209.98
Vendor: 024740 - LOGAN BUSINESS MACHINES					
LOGAN BUSINESS MACHINES	IN65571	12/03/2018	ADMINISTRATION COPIER		272.64
Vendor 024740 - LOGAN BUSINESS MACHINES Total:					272.64
Vendor: 01360 - MUNICIPAL CODE CORPORATION					
MUNICIPAL CODE CORPORATI...	00321760	12/05/2018	ADMINISTRATIVE SUPPORT FEE...		450.00
MUNICIPAL CODE CORPORATI...	00322274	12/05/2018	Municode Meetings (AgendaPal)		449.00
Vendor 01360 - MUNICIPAL CODE CORPORATION Total:					899.00
Vendor: 059898 - NEX-TECH					
NEX-TECH	NOVEMBER 2018	12/11/2018	NEX-GEN ROUND UP FOR YOU...		0.11
Vendor 059898 - NEX-TECH Total:					0.11
Vendor: 064200 - POSTMASTER					
POSTMASTER	2019-PO BOX DUES	12/10/2018	2019-PO BOX DUES		496.00
Vendor 064200 - POSTMASTER Total:					496.00
Vendor: 02667 - SEATON PUBLISHING CO. INC.					
SEATON PUBLISHING CO. INC.	0041111.001	12/04/2018	CITY MANAGER SUBSCRIPTION ...		136.49
SEATON PUBLISHING CO. INC.	03100179.001	11/30/2018	ADS FOR HR DIRECTOR AND ME...		194.61
SEATON PUBLISHING CO. INC.	300319035	11/30/2018	JOB AD HUMAN RESOURCES DI...		258.00
SEATON PUBLISHING CO. INC.	300319037	11/30/2018	AD FOR TAX EXEMPT LEASE/PU...		38.53
SEATON PUBLISHING CO. INC.	300319169	11/30/2018	CAMSO IRB 5.3205		68.45
Vendor 02667 - SEATON PUBLISHING CO. INC. Total:					696.08
Vendor: 01671 - UNDERGROUND VAULTS & STORAGE, INC.					
UNDERGROUND VAULTS & STO...	185190	11/30/2018	SHRED SERVICE 64 GALLON CO...		35.00
Vendor 01671 - UNDERGROUND VAULTS & STORAGE, INC. Total:					35.00
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	ADMIN-NOV 2018	12/05/2018	785-532-8788 FINANCE DIRECT...		43.36
VERIZON WIRELESS	ADMIN-NOV 2018	12/05/2018	785-280-3591-CITY MANAGER		43.36
VERIZON WIRELESS	ADMIN-NOV 2018	12/05/2018	785-307-0557-HR DIRECTOR		54.08
VERIZON WIRELESS	ADMIN-NOV 2018	12/05/2018	785-307-1769 CITY CLERK		43.36
VERIZON WIRELESS	WATER-NOV 2018	12/05/2018	785-410-1876-ACCOUNTS PAY...		21.68
Vendor 00970 - VERIZON WIRELESS Total:					205.84
Vendor: 043802 - WESTAR ENERGY					
WESTAR ENERGY	NOV1-2018	12/11/2018	700 N JEFFERSON		1,295.27
WESTAR ENERGY	NOV1-2018	12/11/2018	MERGER SAVINGS CREDIT/TAX ...		-918.67
Vendor 043802 - WESTAR ENERGY Total:					376.60
Department 003 - ADMINISTRATION Total:					18,206.52
Department: 008 - BUILDING MAINTENANCE					
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	P & R-NOV 2018	12/05/2018	1761 BM WRIGHT		43.36
VERIZON WIRELESS	P & R-NOV 2018	12/05/2018	6618 BM WILLIAMS		43.36
Vendor 00970 - VERIZON WIRELESS Total:					86.72
Department 008 - BUILDING MAINTENANCE Total:					86.72
Department: 010 - PARKS DEPARTMENT					
Vendor: 006660 - BAYER CONSTRUCTION CO.					
BAYER CONSTRUCTION CO.	SMS601593	12/03/2018	5TH STREET PARK ROCK		252.46
Vendor 006660 - BAYER CONSTRUCTION CO. Total:					252.46

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	DEC 2018	12/01/2018	WUPD - Metro E		182.50
COX BUSINESS SERVICES	DEC 2018	12/01/2018	WUPD - Telephone		84.91
Vendor 01604 - COX BUSINESS SERVICES Total:					267.41
Vendor: 02767 - HELLAS CONSTRUCTION, INC.					
HELLAS CONSTRUCTION, INC.	16142	12/05/2018	RATHERT STADIUM TURF APPLI...		77,646.18
HELLAS CONSTRUCTION, INC.	16273	11/30/2018	RATHERT STADIUM TURF APPLI...		250,720.02
Vendor 02767 - HELLAS CONSTRUCTION, INC. Total:					328,366.20
Vendor: 043271 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	NOV 2018	12/10/2018	1017 1/2 W 5TH ST		30.56
KANSAS GAS SERVICE	PW/PARKS-NOV 18	12/10/2018	2307 N JACKSON-PARKS		97.43
Vendor 043271 - KANSAS GAS SERVICE Total:					127.99
Vendor: 02667 - SEATON PUBLISHING CO. INC.					
SEATON PUBLISHING CO. INC.	03100179.001	11/30/2018	ADS FOR HR DIRECTOR AND ME...		51.11
SEATON PUBLISHING CO. INC.	300319036	11/30/2018	JOB AD FOR WATER METER RE...		40.14
Vendor 02667 - SEATON PUBLISHING CO. INC. Total:					91.25
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	P & R-NOV 2018	12/05/2018	5621-REC POOLE		43.36
VERIZON WIRELESS	P & R-NOV 2018	12/05/2018	7131 PR DIRECTOR LAZEAR		53.36
VERIZON WIRELESS	P & R-NOV 2018	12/05/2018	7130 PW FLORES		25.63
Vendor 00970 - VERIZON WIRELESS Total:					122.35
Vendor: 043802 - WESTAR ENERGY					
WESTAR ENERGY	NOV1-2018	12/11/2018	RIMROCK PARK & PAL		481.91
WESTAR ENERGY	NOV1-2018	12/11/2018	2307 N JACKSON-POLE LIGHTS		316.75
WESTAR ENERGY	NOV1-2018	12/11/2018	CLEARY PARK LIGHTS		583.39
WESTAR ENERGY	NOV1-2018	12/11/2018	MERGER SAVINGS CREDIT/TAX ...		-1,499.58
WESTAR ENERGY	NOV1-2018	12/11/2018	1900 THOMPSON-CONCESION		147.29
WESTAR ENERGY	NOV1-2018	12/11/2018	302 W 18TH-BUFFALO SOLDIER		333.26
WESTAR ENERGY	NOV1-2018	12/11/2018	200 N EISENHOWER-SIGN		23.33
WESTAR ENERGY	NOV1-2018	12/11/2018	900 W 12TH-PARK LIGHT		23.33
WESTAR ENERGY	NOV1-2018	12/11/2018	SOUTH PARK LIGHTS		196.20
WESTAR ENERGY	NOV1-2018	12/11/2018	900 W 13TH-RATHERT FIELD		377.05
WESTAR ENERGY	NOV1-2018	12/11/2018	5TH ST PARK LIGHT POLES		552.76
WESTAR ENERGY	NOV1-2018	12/11/2018	100 GRANT-WASH-MONT PLAZA		72.31
WESTAR ENERGY	NOV1-2018	12/11/2018	511 N JEFFERSON-HERITAGE		37.77
WESTAR ENERGY	NOV1-2018	12/11/2018	5TH & EISENHOWER-SIGN		39.16
WESTAR ENERGY	NOV1-2018	12/11/2018	920 E GUNNER-PATH LIGHT		46.77
WESTAR ENERGY	NOV1-2018	12/11/2018	930 E GUNNER-PATH LIGHT		45.39
WESTAR ENERGY	NOV1-2018	12/11/2018	1200 N FRANKLIN ST		75.59
WESTAR ENERGY	NOV1-2018	12/11/2018	420 GRANT-BRAMLAGE		124.71
WESTAR ENERGY	NOV1-2018	12/11/2018	145 E ASH-RIVER WALK		117.95
WESTAR ENERGY	NOV1-2018	12/11/2018	1101 W 12-CLEARY PARK BATH...		26.05
WESTAR ENERGY	NOV1-2018	12/11/2018	1500 ST MARY RD-SOUTH PK B...		26.45
WESTAR ENERGY	NOV1-2018	12/11/2018	1017 W 5TH-TENNIS		37.50
WESTAR ENERGY	NOV1-2018	12/11/2018	920 E 5TH-SERTOMA PARK LIG...		27.31
WESTAR ENERGY	NOV1-2018	12/11/2018	1021 GRANT-FEMA LAND		27.95
WESTAR ENERGY	NOV1-2018	12/11/2018	1020 W 11TH 1/2-CLEARY BLDG		51.03
WESTAR ENERGY	NOV1-2018	12/11/2018	104 ASH-TENNIS LIGHTS-CORO...		23.27
WESTAR ENERGY	NOV1-2018	12/11/2018	2301 VALLEY DR-PLANTERS		23.25
WESTAR ENERGY	NOV1-2018	12/11/2018	102 W ASH-BATHROOMS-COR...		42.78
WESTAR ENERGY	NOV1-2018	12/11/2018	1821 CAROLINE AVE-BLUFFS		26.91
Vendor 043802 - WESTAR ENERGY Total:					2,407.84
Department 010 - PARKS DEPARTMENT Total:					331,635.50
Department: 011 - SWIMMING POOL					
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Pool - Phone		35.01
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Pool - Internet Connection		47.95
Vendor 01604 - COX BUSINESS SERVICES Total:					82.96

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
Vendor: 043271 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	NOV 2018	12/10/2018	1017 W 5TH		31.19
Vendor 043271 - KANSAS GAS SERVICE Total:					31.19
Vendor: 043802 - WESTAR ENERGY					
WESTAR ENERGY	NOV1-2018	12/11/2018	MERGER SAVINGS CREDIT/TAX ...		-253.35
WESTAR ENERGY	NOV1-2018	12/11/2018	5TH ST POOL		81.37
Vendor 043802 - WESTAR ENERGY Total:					-171.98
Department 011 - SWIMMING POOL Total:					-57.83
Department: 013 - SPIN CITY					
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	DEC 2018	12/01/2018	SC - Metro E		182.50
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Spin City - Cable		136.44
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Spin City - Telephone		91.55
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Spin City - Internet		47.95
Vendor 01604 - COX BUSINESS SERVICES Total:					458.44
Vendor: 043271 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	NOV 2018	12/10/2018	915 S WASHINGTON		172.20
Vendor 043271 - KANSAS GAS SERVICE Total:					172.20
Vendor: 041100 - SECURITY SOLUTIONS INC					
SECURITY SOLUTIONS INC	97331	11/28/2018	REPLACE WIRE AND PUT NEW ...		132.50
Vendor 041100 - SECURITY SOLUTIONS INC Total:					132.50
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	P & R-NOV 2018	12/05/2018	4006-SC MGR GRAY		43.36
Vendor 00970 - VERIZON WIRELESS Total:					43.36
Vendor: 043802 - WESTAR ENERGY					
WESTAR ENERGY	NOV1-2018	12/11/2018	915 S WASHINGTON-GOLF-SPI...		65.64
WESTAR ENERGY	NOV1-2018	12/11/2018	915 S WASHINGTON-SPIN CITY		1,166.48
WESTAR ENERGY	NOV1-2018	12/11/2018	MERGER SAVINGS CREDIT/TAX ...		-735.07
Vendor 043802 - WESTAR ENERGY Total:					497.05
Department 013 - SPIN CITY Total:					1,303.55
Department: 014 - JUNCTION CITY AIRPORT					
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Phone		51.85
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Airport - Internet Connection		47.95
Vendor 01604 - COX BUSINESS SERVICES Total:					99.80
Vendor: 029989 - GRAINGER					
GRAINGER	9016373954	11/29/2018	FLANGE RELAY		49.50
Vendor 029989 - GRAINGER Total:					49.50
Vendor: 043271 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	NOV 2018	12/10/2018	540 W 18TH ST		34.39
KANSAS GAS SERVICE	NOV 2018	12/10/2018	540 AIRPORT RD #100		62.21
Vendor 043271 - KANSAS GAS SERVICE Total:					96.60
Vendor: 043802 - WESTAR ENERGY					
WESTAR ENERGY	NOV1-2018	12/11/2018	520 AIRPORT RD		85.35
WESTAR ENERGY	NOV1-2018	12/11/2018	2619 N JACKSON-AIRPORT LIGH...		56.42
WESTAR ENERGY	NOV1-2018	12/11/2018	MERGER SAVINGS CREDIT/TAX ...		-233.03
WESTAR ENERGY	NOV1-2018	12/11/2018	500 W 18TH-AIRPORT MAIN		260.06
WESTAR ENERGY	NOV1-2018	12/11/2018	540 AIRPORT RD 100		104.32
Vendor 043802 - WESTAR ENERGY Total:					273.12
Department 014 - JUNCTION CITY AIRPORT Total:					519.02
Department: 017 - ROLLING MEADOWS GOLF COURSE					
Vendor: 02484 - ALLIED BUSINESS SOLUTIONS LLC					
ALLIED BUSINESS SOLUTIONS L...	1940 Nov-2018	12/03/2018	Eliminate - Sales Taxes		0.54
Vendor 02484 - ALLIED BUSINESS SOLUTIONS LLC Total:					0.54

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
Vendor: 00957 - CENTURYLINK COMMUNICATION, INC.					
CENTURYLINK COMMUNICATI...	NOV 2018	12/11/2018	GOLF COURSE		158.17
Vendor 00957 - CENTURYLINK COMMUNICATION, INC. Total:					158.17
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Golf - Metro E		196.19
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Golf - Internet Connection		59.95
COX BUSINESS SERVICES	DEC 2018	12/01/2018	TV Charges		13.99
Vendor 01604 - COX BUSINESS SERVICES Total:					270.13
Vendor: 017700 - DS&O RURAL ELECTRIC					
DS&O RURAL ELECTRIC	NOVEMBER 2018	12/10/2018	GOLF COURSE-CART SHED		102.02
DS&O RURAL ELECTRIC	NOVEMBER 2018	12/10/2018	GOLF CLUB HOUSE		1,168.87
DS&O RURAL ELECTRIC	NOVEMBER 2018	12/10/2018	GOLF COURSE		1,757.61
Vendor 017700 - DS&O RURAL ELECTRIC Total:					3,028.50
Vendor: 028140 - GEARY COUNTY RWD #4					
GEARY COUNTY RWD #4	11/27/18	12/10/2018	Rural Water supply		50.66
Vendor 028140 - GEARY COUNTY RWD #4 Total:					50.66
Vendor: 041336 - KEY OFFICE PRODUCTS					
KEY OFFICE PRODUCTS	0GT47A	12/10/2018	Dell printer ink		78.26
Vendor 041336 - KEY OFFICE PRODUCTS Total:					78.26
Vendor: 059898 - NEX-TECH					
NEX-TECH	NOVEMBER 2018	12/11/2018	GOLF COURSE		4.05
Vendor 059898 - NEX-TECH Total:					4.05
Vendor: 01369 - PROPANE CENTRAL					
PROPANE CENTRAL	U1087479	12/10/2018	Propane for Maintenance shop ...		372.80
Vendor 01369 - PROPANE CENTRAL Total:					372.80
Vendor: 065640 - R & R PRODUCTS CO.					
R & R PRODUCTS CO.	CD2292062	12/10/2018	Reel 7 blade heavy duty		424.30
R & R PRODUCTS CO.	CD2292093	12/10/2018	Roller smooth tubular steel		202.30
R & R PRODUCTS CO.	CD2292708	12/10/2018	reel 7 blade heavy duty		424.30
R & R PRODUCTS CO.	CD2292735	12/10/2018	Refill sheets, cast alum cut setter		86.00
R & R PRODUCTS CO.	CD2295498	12/10/2018	reel 7 blade heavy duty		212.15
R & R PRODUCTS CO.	CD2295522	12/10/2018	roller smooth tubular steel		303.45
Vendor 065640 - R & R PRODUCTS CO. Total:					1,652.50
Vendor: 00766 - SITEONE LANDSCAPE SUPPLY HOLDING, LLC					
SITEONE LANDSCAPE SUPPLY H...	87828986-001	12/10/2018	Plastic cup standard golf		162.00
SITEONE LANDSCAPE SUPPLY H...	88133535-001	12/10/2018	4 repair coupling-no stop-GXG-...		50.74
Vendor 00766 - SITEONE LANDSCAPE SUPPLY HOLDING, LLC Total:					212.74
Vendor: 01824 - TESTA ENTERPRISES					
TESTA ENTERPRISES	1212018	12/01/2018	REPLACED SIDING, RMGC CLUB...		4,443.12
Vendor 01824 - TESTA ENTERPRISES Total:					4,443.12
Vendor: 080943 - VAN WALL EQUIPMENT					
VAN WALL EQUIPMENT	1022725	12/10/2018	Wheel		158.01
VAN WALL EQUIPMENT	1034008	12/10/2018	Brake pully, brake assembly		354.69
Vendor 080943 - VAN WALL EQUIPMENT Total:					512.70
Department 017 - ROLLING MEADOWS GOLF COURSE Total:					10,784.17
Department: 018 - EMERGENCY MEDICAL SERVICES					
Vendor: 02484 - ALLIED BUSINESS SOLUTIONS LLC					
ALLIED BUSINESS SOLUTIONS L...	1940 Nov-2018	12/03/2018	Eliminate - Sales Taxes		7.76
Vendor 02484 - ALLIED BUSINESS SOLUTIONS LLC Total:					7.76
Vendor: 00957 - CENTURYLINK COMMUNICATION, INC.					
CENTURYLINK COMMUNICATI...	NOV 2018	12/11/2018	AMBULANCE		48.54
Vendor 00957 - CENTURYLINK COMMUNICATION, INC. Total:					48.54
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Fire Station 2 - Metro E 50%		91.25
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Fire Station 2 - Phone 50%		66.71

Appropriations-Nov 28th 2018-Dec 11th 2018-CS
Post Dates: 11/28/2018 - 12/11/2018

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Phone Lines - Cox (50%)		96.62
Vendor 01604 - COX BUSINESS SERVICES Total:					254.58
Vendor: 028260 - GEARY COMMUNITY HOSPITAL					
GEARY COMMUNITY HOSPITAL	2018-1031	12/10/2018	MEDICATION/AMBULANCE		903.50
Vendor 028260 - GEARY COMMUNITY HOSPITAL Total:					903.50
Vendor: 00242 - K & L SAFETY PRODUCTS					
K & L SAFETY PRODUCTS	827	12/04/2018	SHORE POWE INDICATOR (FRO...		95.94
Vendor 00242 - K & L SAFETY PRODUCTS Total:					95.94
Vendor: 043271 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	CITY HALL-NOV 18	12/10/2018	700 N JEFFERSON-		90.54
Vendor 043271 - KANSAS GAS SERVICE Total:					90.54
Vendor: 059898 - NEX-TECH					
NEX-TECH	BD-60184	11/30/2018	CABLE, MOVE PHONE LINES/STN		464.50
Vendor 059898 - NEX-TECH Total:					464.50
Vendor: 061198 - OMNI BILLING					
OMNI BILLING	113018	12/03/2018	AMBULANCE BILLING - NOV 20...		4,185.60
Vendor 061198 - OMNI BILLING Total:					4,185.60
Vendor: 041100 - SECURITY SOLUTIONS INC					
SECURITY SOLUTIONS INC	97328	11/28/2018	LOCKING SYSTEM & CAMERA/H...		7,447.92
SECURITY SOLUTIONS INC	97329	11/28/2018	LOCKING SYSTEM & CAMERA/H...		2,580.00
SECURITY SOLUTIONS INC	97330	11/28/2018	LOCKING SYSTEM & CAMERA/H...		437.50
Vendor 041100 - SECURITY SOLUTIONS INC Total:					10,465.42
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	CM0000295	11/28/2018	NOV 2018 CELL BILL - FIRE		-36.12
Vendor 00970 - VERIZON WIRELESS Total:					-36.12
Vendor: 043802 - WESTAR ENERGY					
WESTAR ENERGY	NOV1-2018	12/11/2018	700 N JEFFERSON		647.64
WESTAR ENERGY	NOV1-2018	12/11/2018	MERGER SAVINGS CREDIT/TAX ...		-459.34
Vendor 043802 - WESTAR ENERGY Total:					188.30
Vendor: 02762 - YERIELA BELL					
YERIELA BELL	120318	12/10/2018	REIMBURSE/EMT APPLICATION		80.00
Vendor 02762 - YERIELA BELL Total:					80.00
Department 018 - EMERGENCY MEDICAL SERVICES Total:					16,748.56
Department: 020 - PLANNING & ZONING					
Vendor: 00957 - CENTURYLINK COMMUNICATION, INC.					
CENTURYLINK COMMUNICATI...	NOV 2018	12/11/2018	ZONING/COUNTY INSPECTION		14.93
Vendor 00957 - CENTURYLINK COMMUNICATION, INC. Total:					14.93
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Phone Lines - Cox		48.31
Vendor 01604 - COX BUSINESS SERVICES Total:					48.31
Department 020 - PLANNING & ZONING Total:					63.24
Department: 021 - ENGINEERING DEPARTMENT					
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Phone Lines - Cox		120.77
Vendor 01604 - COX BUSINESS SERVICES Total:					120.77
Department 021 - ENGINEERING DEPARTMENT Total:					120.77
Department: 022 - BUILDING CODES & INSPECTIONS					
Vendor: 00957 - CENTURYLINK COMMUNICATION, INC.					
CENTURYLINK COMMUNICATI...	NOV 2018	12/11/2018	CODE ENFORCEMENT		37.33
Vendor 00957 - CENTURYLINK COMMUNICATION, INC. Total:					37.33
Vendor: 01143 - CHAMPIONS CAR AND TRUCK WASH					
CHAMPIONS CAR AND TRUCK ...	161419	12/03/2018	Blight 1		24.90
Vendor 01143 - CHAMPIONS CAR AND TRUCK WASH Total:					24.90

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Phone Lines - Cox		48.31
COX BUSINESS SERVICES	DEC 2018	12/01/2018	TV Charges		10.49
Vendor 01604 - COX BUSINESS SERVICES Total:					58.80
Vendor: 058200 - NAPA AUTO PARTS OF J.C.					
NAPA AUTO PARTS OF J.C.	CM401428	11/28/2018	Truck 728 Rear Brakes Core De...		-8.80
Vendor 058200 - NAPA AUTO PARTS OF J.C. Total:					-8.80
Vendor: 02667 - SEATON PUBLISHING CO. INC.					
SEATON PUBLISHING CO. INC.	300318551	11/30/2018	RESOLUTION 2878: 439 W. 4TH ...		171.05
SEATON PUBLISHING CO. INC.	300318552	11/30/2018	RESOLUTION 2876: 135 W. 11T...		171.05
SEATON PUBLISHING CO. INC.	300318553	11/30/2018	RESOLUTION 2879: 1105 N. AD...		171.05
SEATON PUBLISHING CO. INC.	300318554	11/30/2018	RESOLUTION 2881: 1510 RUCK...		171.05
SEATON PUBLISHING CO. INC.	300318555	11/30/2018	RESOLUTION 2880: 1322 N. AD...		171.05
SEATON PUBLISHING CO. INC.	300318556	11/30/2018	RESOLUTION 2877: 220 E. 12TH...		171.05
Vendor 02667 - SEATON PUBLISHING CO. INC. Total:					1,026.30
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	CODES-NOV 2018	12/05/2018	INSPECTORS IPAD2-307-8252		40.01
VERIZON WIRELESS	CODES-NOV 2018	12/05/2018	SENIOR INSPECTOR-209-1267		25.63
VERIZON WIRELESS	CODES-NOV 2018	12/05/2018	INSPECTORS2 INSPECTORS-307...		25.63
VERIZON WIRELESS	CODES-NOV 2018	12/05/2018	INSPECTOR INSPECTOR-209-16...		25.63
VERIZON WIRELESS	CODES-NOV 2018	12/05/2018	INSPECTORS1 INSPECTORS-307...		43.36
VERIZON WIRELESS	CODES-NOV 2018	12/05/2018	INSPECTOR1 IPAD4-307-8307		40.01
VERIZON WIRELESS	CODES-NOV 2018	12/05/2018	SENIOR INSPECTOR IPAD2-307-...		40.01
VERIZON WIRELESS	CODES-NOV 2018	12/05/2018	INSPECTOR2 IPAD4-307-8383		40.01
Vendor 00970 - VERIZON WIRELESS Total:					280.29
Department 022 - BUILDING CODES & INSPECTIONS Total:					1,418.82
Department: 023 - LAW ENFORCEMENT DEPARTMENT					
Vendor: 01981 - A HOMESTEAD WRECKER					
A HOMESTEAD WRECKER	1915A	12/10/2018	1915 Towing Fees #18-26925		184.00
A HOMESTEAD WRECKER	1944A	12/10/2018	1944 Towing Fees #18-26925		134.00
Vendor 01981 - A HOMESTEAD WRECKER Total:					318.00
Vendor: 02484 - ALLIED BUSINESS SOLUTIONS LLC					
ALLIED BUSINESS SOLUTIONS L...	1940 Nov-2018	12/03/2018	Eliminate - Sales Taxes		8.12
ALLIED BUSINESS SOLUTIONS L...	1940 Nov-2018	12/03/2018	Eliminate - Cellular items		6.90
ALLIED BUSINESS SOLUTIONS L...	1940 Nov-2018	12/03/2018	Eliminate - Cellular lines		42.26
Vendor 02484 - ALLIED BUSINESS SOLUTIONS LLC Total:					57.28
Vendor: 00957 - CENTURYLINK COMMUNICATION, INC.					
CENTURYLINK COMMUNICATI...	NOV 2018	12/11/2018	POLICE/DISPATCH		412.23
CENTURYLINK COMMUNICATI...	PD-NOV 2018	12/11/2018	PD-NOV 2018 (PHONE BILL)		1,037.02
Vendor 00957 - CENTURYLINK COMMUNICATION, INC. Total:					1,449.25
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	DEC 2018	12/01/2018	TV Charges		175.43
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Internet Charges - PD Video		150.00
COX BUSINESS SERVICES	DEC 2018	12/01/2018	City - Fiber Internet		3,849.99
Vendor 01604 - COX BUSINESS SERVICES Total:					4,175.42
Vendor: 028442 - GEARY COUNTY SHERIFF					
GEARY COUNTY SHERIFF	164892	12/10/2018	164892 Command Vehicle Mobi...		2,874.00
Vendor 028442 - GEARY COUNTY SHERIFF Total:					2,874.00
Vendor: 015300 - KA-COMM					
KA-COMM	165027	12/07/2018	165027 Data Backbone System		150.00
KA-COMM	165027	12/07/2018	165027 Data Backbone System		150.00
Vendor 015300 - KA-COMM Total:					300.00
Vendor: 043271 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	JCPD-NOV 2018	12/10/2018	210 E 9TH-POLICE DEPARTMENT		108.94
KANSAS GAS SERVICE	JCPD-NOV 2018	12/10/2018	312 E 9TH-WAREHOUSE		87.83
Vendor 043271 - KANSAS GAS SERVICE Total:					196.77

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
Vendor: 058200 - NAPA AUTO PARTS OF J.C.					
NAPA AUTO PARTS OF J.C.	401734	12/07/2018	401734 Brake Caliper #206		132.19
NAPA AUTO PARTS OF J.C.	402291	12/07/2018	402291 Core Deposit		-70.18
Vendor 058200 - NAPA AUTO PARTS OF J.C. Total:					62.01
Vendor: 059898 - NEX-TECH					
NEX-TECH	NOVEMBER 2018	12/11/2018	POLICE/DISPATCH		33.45
Vendor 059898 - NEX-TECH Total:					33.45
Vendor: 02667 - SEATON PUBLISHING CO. INC.					
SEATON PUBLISHING CO. INC.	300319071	11/30/2018	BIDS FOR POLICE SUV'S		36.39
Vendor 02667 - SEATON PUBLISHING CO. INC. Total:					36.39
Vendor: 01167 - STAPLES ADVANTAGE					
STAPLES ADVANTAGE	3398029564	12/10/2018	3398029564 Tissue		54.15
Vendor 01167 - STAPLES ADVANTAGE Total:					54.15
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	PD Nov 2018	11/28/2018	PD Cell November 2018		928.36
Vendor 00970 - VERIZON WIRELESS Total:					928.36
Vendor: 083460 - WEST PAYMENT CENTER					
WEST PAYMENT CENTER	839373616	12/10/2018	839373616 CLEAR Subscription		225.80
Vendor 083460 - WEST PAYMENT CENTER Total:					225.80
Vendor: 043802 - WESTAR ENERGY					
WESTAR ENERGY	230 E 9TH-NOV 18	12/10/2018	230 E 9TH-NOV 2018		276.78
WESTAR ENERGY	NOV1-2018	12/11/2018	210 E 9TH-JCPD		2,235.47
WESTAR ENERGY	NOV1-2018	12/11/2018	MERGER SAVINGS CREDIT/TAX ...		-1,189.43
WESTAR ENERGY	NOV1-2018	12/11/2018	312 E 9TH-JCPD STORAGE		150.86
Vendor 043802 - WESTAR ENERGY Total:					1,473.68
Department 023 - LAW ENFORCEMENT DEPARTMENT Total:					12,184.56
Department: 024 - FIRE DEPARTMENT					
Vendor: 00957 - CENTURYLINK COMMUNICATION, INC.					
CENTURYLINK COMMUNICATI...	NOV 2018	12/11/2018	FIRE		48.54
Vendor 00957 - CENTURYLINK COMMUNICATION, INC. Total:					48.54
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	DEC 2018	12/01/2018	TV Charges - FS1		88.03
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Fire Station 2 - Metro E 50%		91.25
COX BUSINESS SERVICES	DEC 2018	12/01/2018	TV Charges - FS2		78.65
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Fire Station 2 - Phone 50%		66.71
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Phone Lines - Cox (50%)		96.62
Vendor 01604 - COX BUSINESS SERVICES Total:					421.26
Vendor: 039599 - INTERSTATE GLASS CO.					
INTERSTATE GLASS CO.	J39198	11/30/2018	LOCK/EMS OFFICE DOOR		850.00
Vendor 039599 - INTERSTATE GLASS CO. Total:					850.00
Vendor: 043271 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	CITY HALL-NOV 18	12/10/2018	700 N JEFFERSON-		90.54
KANSAS GAS SERVICE	NOV 2018	12/10/2018	2245 LACY DR-FIRE		125.70
Vendor 043271 - KANSAS GAS SERVICE Total:					216.24
Vendor: 059898 - NEX-TECH					
NEX-TECH	BD-60184	11/30/2018	CABLE, MOVE PHONE LINES/STN		464.50
Vendor 059898 - NEX-TECH Total:					464.50
Vendor: 060191 - SCREEN MACHINE SPORTS					
SCREEN MACHINE SPORTS	30647	12/04/2018	UNIFORM SHIRTS		472.00
SCREEN MACHINE SPORTS	31221	12/04/2018	UNIFORM SHIRTS		239.90
Vendor 060191 - SCREEN MACHINE SPORTS Total:					711.90
Vendor: 043802 - WESTAR ENERGY					
WESTAR ENERGY	NOV1-2018	12/11/2018	MERGER SAVINGS CREDIT/TAX ...		-532.72
WESTAR ENERGY	NOV1-2018	12/11/2018	MERGER SAVINGS CREDIT/TAX ...		-459.34
WESTAR ENERGY	NOV1-2018	12/11/2018	700 N JEFFERSON		647.64

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
WESTAR ENERGY	NOV1-2018	12/11/2018	2245 LACY-FIRESTATION#2		750.01
Vendor 043802 - WESTAR ENERGY Total:					405.59
Department 024 - FIRE DEPARTMENT Total:					3,118.03
Department: 025 - STREET DEPARTMENT					
Vendor: 009001 - AIRGAS					
AIRGAS	73.97	12/03/2018	WELDING SUPPLIES		29.59
Vendor 009001 - AIRGAS Total:					29.59
Vendor: 02484 - ALLIED BUSINESS SOLUTIONS LLC					
ALLIED BUSINESS SOLUTIONS L...	1940 Nov-2018	12/03/2018	Eliminate - Cellular items		4.83
Vendor 02484 - ALLIED BUSINESS SOLUTIONS LLC Total:					4.83
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Public Works - Metro E - 25%		45.63
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Public Works - Telephone - 25%		58.26
Vendor 01604 - COX BUSINESS SERVICES Total:					103.89
Vendor: 017700 - DS&O RURAL ELECTRIC					
DS&O RURAL ELECTRIC	NOVEMBER 2018	12/10/2018	1807 LYDIA LN-WARNING SIREN		52.50
DS&O RURAL ELECTRIC	NOVEMBER 2018	12/10/2018	QUINTON POINT SIREN		55.04
DS&O RURAL ELECTRIC	NOVEMBER 2018	12/10/2018	LIGHTS AT HUNTERS RIDGE		554.66
DS&O RURAL ELECTRIC	NOVEMBER 2018	12/10/2018	K-18 HWY/SPRING VALLEY RD-2...		11.61
DS&O RURAL ELECTRIC	NOVEMBER 2018	12/10/2018	LIGHTS AT HARGRAVES #4		11.75
DS&O RURAL ELECTRIC	NOVEMBER 2018	12/10/2018	LIGHTS AT HARGRAVES #1		23.50
DS&O RURAL ELECTRIC	NOVEMBER 2018	12/10/2018	LIGHTS AT HILLTOP #5		7.75
DS&O RURAL ELECTRIC	NOVEMBER 2018	12/10/2018	LIGHTS AT INDIAN RIDGE/J.CITY		39.90
DS&O RURAL ELECTRIC	NOVEMBER 2018	12/10/2018	LIGHTS AT RUSSUEL JOHNSON ...		26.25
DS&O RURAL ELECTRIC	NOVEMBER 2018	12/10/2018	LIGHTS AT HARGRAVES #2		61.69
DS&O RURAL ELECTRIC	NOVEMBER 2018	12/10/2018	LIGHTS AT MANN'S RANCH		74.03
DS&O RURAL ELECTRIC	NOVEMBER 2018	12/10/2018	LIGHTS AT HARGRAVES#5		123.38
DS&O RURAL ELECTRIC	NOVEMBER 2018	12/10/2018	LIGHTS ALONG SVR		234.41
DS&O RURAL ELECTRIC	NOVEMBER 2018	12/10/2018	LIGHTS AT SUTTER HIGHLANDS		246.75
DS&O RURAL ELECTRIC	NOVEMBER 2018	12/10/2018	LIGHTS AT SUTTERWOODS		308.44
DS&O RURAL ELECTRIC	NOVEMBER 2018	12/10/2018	LIGHTS AT OLIVIA FARMS		45.94
DS&O RURAL ELECTRIC	NOVEMBER 2018	12/10/2018	LIGHTS AT HARGRAVES #3		35.25
DS&O RURAL ELECTRIC	NOVEMBER 2018	12/10/2018	K-18 HWY/SPRING VALLEY RD		116.51
Vendor 017700 - DS&O RURAL ELECTRIC Total:					2,029.36
Vendor: 02138 - FACTORY MOTOR PARTS					
FACTORY MOTOR PARTS	8-Z08869	11/29/2018	BATTERIES		97.85
Vendor 02138 - FACTORY MOTOR PARTS Total:					97.85
Vendor: 043271 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	NOV 2018	12/10/2018	2324 1/2 N JACKSON		98.16
KANSAS GAS SERVICE	PW/PARKS-NOV 18	12/10/2018	2324 N JACKSON-PUBLIC WORKS		35.86
Vendor 043271 - KANSAS GAS SERVICE Total:					134.02
Vendor: 055098 - M & L SERVICE LLC					
M & L SERVICE LLC	27485	11/30/2018	SERVICED HEATER AT PW		48.75
Vendor 055098 - M & L SERVICE LLC Total:					48.75
Vendor: 01514 - MIDWEST CONCRETE MATERIALS					
MIDWEST CONCRETE MATERIA...	443497	11/28/2018	HERITAGE PARK MONUMENT C...		303.00
Vendor 01514 - MIDWEST CONCRETE MATERIALS Total:					303.00
Vendor: 01554 - MSC INDUSTRIAL SUPPLY CO					
MSC INDUSTRIAL SUPPLY CO	2341843001	12/06/2018	FLEET SHOP PIECES		227.91
MSC INDUSTRIAL SUPPLY CO	2341889001	12/06/2018	SHOP FAN		92.87
MSC INDUSTRIAL SUPPLY CO	2610849001	12/04/2018	FLEET SHOP PIECES		164.77
Vendor 01554 - MSC INDUSTRIAL SUPPLY CO Total:					485.55
Vendor: 058200 - NAPA AUTO PARTS OF J.C.					
NAPA AUTO PARTS OF J.C.	402123	11/28/2018	HELICOIL FOR #687		46.14
Vendor 058200 - NAPA AUTO PARTS OF J.C. Total:					46.14

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
Vendor: 02170 - NETWORK COMPUTING SOLUTIONS, LLC					
NETWORK COMPUTING SOLUT...	57719	12/04/2018	Copier - BW Copies		3.87
NETWORK COMPUTING SOLUT...	57719	12/04/2018	Copier - Copies - 25%		14.00
Vendor 02170 - NETWORK COMPUTING SOLUTIONS, LLC Total:					17.87
Vendor: 015374 - SUMMIT TRUCK GROUP					
SUMMIT TRUCK GROUP	410160085X2	11/30/2018	WHEEL WAITS FOR WHEEL BAL...		21.09
SUMMIT TRUCK GROUP	410160884X1	11/29/2018	YOKE		32.16
SUMMIT TRUCK GROUP	CM410160944X1	12/06/2018	CORE DEPOSIT		-528.00
Vendor 015374 - SUMMIT TRUCK GROUP Total:					-474.75
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	PW-NOV 2018	12/05/2018	UTILITY 1-223-1241		25.63
VERIZON WIRELESS	PW-NOV 2018	12/05/2018	TENORIO-761-5450		25.63
VERIZON WIRELESS	PW-NOV 2018	12/05/2018	STREET 3-761-5218		25.63
VERIZON WIRELESS	PW-NOV 2018	12/05/2018	HORN-761-5254		25.63
VERIZON WIRELESS	PW-NOV 2018	12/05/2018	HALL-761-5396		25.63
VERIZON WIRELESS	PW-NOV 2018	12/05/2018	ROETHER-375-8899		43.36
VERIZON WIRELESS	PW-NOV 2018	12/05/2018	IBARRA-223-1232		43.36
VERIZON WIRELESS	PW-NOV 2018	12/05/2018	LEWIS-761-5415		43.36
VERIZON WIRELESS	PW-NOV 2018	12/05/2018	ON CALL-223-1508		25.63
Vendor 00970 - VERIZON WIRELESS Total:					283.86
Vendor: 043802 - WESTAR ENERGY					
WESTAR ENERGY	2031 S US-DEC 18	12/10/2018	2031 S US HIGHWAY 77-DEC 20...		49.71
WESTAR ENERGY	NOV1-2018	12/11/2018	MERGER SAVINGS CREDIT/TAX ...		-829.27
WESTAR ENERGY	NOV1-2018	12/11/2018	2324 N JACKSON-BUILDING		1,002.07
WESTAR ENERGY	NOV1-2018	12/11/2018	2324 N JACKSON-PUBLIC WORKS		891.99
WESTAR ENERGY	NOV1-2018	12/11/2018	MERGER SAVINGS CREDIT/TAX ...		-1,004.66
WESTAR ENERGY	NOV1-2018	12/11/2018	1935 NORTHWIND-SIREN		25.80
WESTAR ENERGY	NOV1-2018	12/11/2018	1222 W 8TH-SIREN		25.25
WESTAR ENERGY	NOV1-2018	12/11/2018	2022 LACY DRIVE-SIREN		23.33
WESTAR ENERGY	NOV1-2018	12/11/2018	1361 W 14TH ST -SIREN		36.88
WESTAR ENERGY	NOV1-2018	12/11/2018	940 GRANT -SIREN		36.88
WESTAR ENERGY	NOV1-2018	12/11/2018	100 W VINE-SIREN		36.88
WESTAR ENERGY	NOV1-2018	12/11/2018	403 GRANT AVE-SIREN		25.87
WESTAR ENERGY	NOV1-2018	12/11/2018	907 MEADOW LN SIREN		34.26
WESTAR ENERGY	NOV1-2018	12/11/2018	MERGER SAVINGS CREDIT/TAX ...		-175.92
WESTAR ENERGY	NOV1-2018	12/11/2018	137 W 15TH ST SIREN		34.26
WESTAR ENERGY	NOV1-2018	12/11/2018	2631 OAKWOOD DR SIREN		27.10
WESTAR ENERGY	NOV1-2018	12/11/2018	1804 N JACKSON SIREN		34.87
WESTAR ENERGY	NOV1-2018	12/11/2018	MERGER SAVINGS CREDIT/TAX ...		-14.13
WESTAR ENERGY	NOV1-2018	12/11/2018	1102 ST MARYS RD-SIREN		26.29
WESTAR ENERGY	NOV1-2018	12/11/2018	703 W ASH-SIREN		26.28
WESTAR ENERGY	NOV1-2018	12/11/2018	701 SOUTHWIND-SIREN		26.41
WESTAR ENERGY	NOV1-2018	12/11/2018	101 E 6TH STREET-SIGNAL		59.78
WESTAR ENERGY	NOV1-2018	12/11/2018	2800 GATEWAY-ST LIGHT		26.81
WESTAR ENERGY	NOV1-2018	12/11/2018	601 W CHESTNUT-FLAG		23.33
WESTAR ENERGY	NOV1-2018	12/11/2018	132 N EISENHOWER-ST LIGHT		23.33
WESTAR ENERGY	NOV1-2018	12/11/2018	825 CRESTVIEW-ST LIGHTS		23.54
WESTAR ENERGY	NOV1-2018	12/11/2018	1618 N JEFFERSON-ST LIGHTS		23.76
WESTAR ENERGY	NOV1-2018	12/11/2018	1419 N JEFFERSON-ST LIGHTS		23.87
WESTAR ENERGY	NOV1-2018	12/11/2018	107 S WASHINGTON-ST LIGHTS		23.87
WESTAR ENERGY	NOV1-2018	12/11/2018	600 W 6TH-ST LIGHT		42.89
WESTAR ENERGY	NOV1-2018	12/11/2018	1500 ST MARYS-ST LIGHTS		23.27
WESTAR ENERGY	NOV1-2018	12/11/2018	825 N JACKSON ST-ST LIGHTS		10.24
WESTAR ENERGY	NOV1-2018	12/11/2018	1016 1/2 N JACKSON ST ST XING		10.24
WESTAR ENERGY	NOV1-2018	12/11/2018	MERGER SAVINGS CREDIT/TAX ...		-10.45
WESTAR ENERGY	NOV1-2018	12/11/2018	401 CAROLINE CT-ST LIGHTS		110.64
WESTAR ENERGY	NOV1-2018	12/11/2018	1501 RUCKER		97.30
WESTAR ENERGY	NOV1-2018	12/11/2018	920 SPRUCE ST-ST LIGHTS		53.12
WESTAR ENERGY	NOV1-2018	12/11/2018	1632 N WASHINGTON-ST LIGHTS		23.87

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
WESTAR ENERGY	NOV1-2018	12/11/2018	1200 S WASHINGTON-ST LIGHT		335.16
WESTAR ENERGY	NOV1-2018	12/11/2018	102 GRANT AVE		32.02
WESTAR ENERGY	NOV1-2018	12/11/2018	902 E CHESTNUT-ST LIGHT		394.89
WESTAR ENERGY	NOV1-2018	12/11/2018	716 N WASHINGTON-ST LIGHTS		277.23
WESTAR ENERGY	NOV1-2018	12/11/2018	351 E CHESTNUT-ST LIGHTS		365.70
WESTAR ENERGY	NOV1-2018	12/11/2018	219 W 7TH ST SAL		219.39
WESTAR ENERGY	NOV1-2018	12/11/2018	807 N WASHINGTON-ST LIGHT		171.69
WESTAR ENERGY	NOV1-2018	12/11/2018	615 N WASHINGTON-ST LIGHTS		139.57
WESTAR ENERGY	NOV1-2018	12/11/2018	312 N WASHINGTON		23.87
WESTAR ENERGY	NOV1-2018	12/11/2018	1501 N JACKSON		16.36
WESTAR ENERGY	NOV1-2018	12/11/2018	599 EISENHOWER		19.98
WESTAR ENERGY	NOV1-2018	12/11/2018	604 N ADAMS-ST LIGHT		20.02
WESTAR ENERGY	NOV1-2018	12/11/2018	641 GARFIELD		21.49
WESTAR ENERGY	NOV1-2018	12/11/2018	117 S WASHINGTON		37.22
WESTAR ENERGY	NOV1-2018	12/11/2018	439 W 8TH ST		12.21
WESTAR ENERGY	NOV1-2018	12/11/2018	8TH WASHINGTON		35.79
WESTAR ENERGY	NOV1-2018	12/11/2018	1760 W ASH-SIGNAL		68.39
WESTAR ENERGY	NOV1-2018	12/11/2018	142 W 8TH ST		69.00
WESTAR ENERGY	NOV1-2018	12/11/2018	316 N US HIGHWAY 77 SIGNAL		71.50
WESTAR ENERGY	NOV1-2018	12/11/2018	6TH MADISON SIGNAL		39.15
WESTAR ENERGY	NOV1-2018	12/11/2018	MERGER SAVINGS CREDIT/TAX ...		-435.93
WESTAR ENERGY	NOV1-2018	12/11/2018	127 E 6TH ST		103.64
WESTAR ENERGY	NOV1-2018	12/11/2018	6TH & WEBSTER		172.09
WESTAR ENERGY	NOV1-2018	12/11/2018	8TH & JEFFERSON		327.42
WESTAR ENERGY	NOV1-2018	12/11/2018	510 1/2 N JACKSON ST		29.13
WESTAR ENERGY	NOV1-2018	12/11/2018	124 E 9TH ST		31.01
WESTAR ENERGY	NOV2-2018	12/10/2018	2631 OAKWOOD-SIREN		29.99
WESTAR ENERGY	NOV2-2018	12/10/2018	1423 N WASHINGTON-ST LIGHT		24.41
WESTAR ENERGY	NOV2-2018	12/10/2018	601 E CHESTNUT-ST LIGHT		339.21
WESTAR ENERGY	ST LIGHTS-NOV 2018	12/10/2018	ST LIGHTS-NOV 2018		12,594.89
Vendor 043802 - WESTAR ENERGY Total:					16,516.05
Department 025 - STREET DEPARTMENT Total:					19,626.01
Department: 029 - LEGAL DEPARTMENT					
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	ADMIN-NOV 2018	12/05/2018	785-307-0016--CITY PROSECUT...		43.36
Vendor 00970 - VERIZON WIRELESS Total:					43.36
Vendor: 083460 - WEST PAYMENT CENTER					
WEST PAYMENT CENTER	839183627	12/10/2018	OCT 1 2018-OCT 31 2018		240.09
WEST PAYMENT CENTER	839314297	12/10/2018	SUBSCRIPTION PRODUCT-SERIES		391.82
Vendor 083460 - WEST PAYMENT CENTER Total:					631.91
Department 029 - LEGAL DEPARTMENT Total:					675.27
Department: 030 - MUNICIPAL COURT					
Vendor: 00957 - CENTURYLINK COMMUNICATION, INC.					
CENTURYLINK COMMUNICATI...	NOV 2018	12/11/2018	MUNICIPAL COURT		43.85
Vendor 00957 - CENTURYLINK COMMUNICATION, INC. Total:					43.85
Vendor: 014455 - CLARK & PLATT, CHTD.					
CLARK & PLATT, CHTD.	02642B	11/29/2018	CRT APPT ATTNY FEES- BOBBIE ...		250.00
CLARK & PLATT, CHTD.	18-227738B	11/29/2018	CRT APPT ATTNY FEES-CHRZAN...		250.00
CLARK & PLATT, CHTD.	29968	11/29/2018	CRT APPT ATTNY FEES-JONES,D...		500.00
CLARK & PLATT, CHTD.	31292	11/29/2018	CRT APPT ATTNY FEES- JONES, ...		250.00
Vendor 014455 - CLARK & PLATT, CHTD. Total:					1,250.00
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Phone Lines - Cox		169.08
COX BUSINESS SERVICES	DEC 2018	12/01/2018	TV - Municipal Court		15.72
Vendor 01604 - COX BUSINESS SERVICES Total:					184.80

Appropriations-Nov 28th 2018-Dec 11th 2018-CS
Post Dates: 11/28/2018 - 12/11/2018

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
Vendor: 059998 - INCODE					
INCODE	025-241970	12/01/2018	Web - Court Inquiry		100.00
				Vendor 059998 - INCODE Total:	100.00
Vendor: 043271 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	701 N JEFF-NOV 18	12/10/2018	701 N JEFFERSON-NOV 2018		194.01
				Vendor 043271 - KANSAS GAS SERVICE Total:	194.01
Vendor: 043802 - WESTAR ENERGY					
WESTAR ENERGY	NOV1-2018	12/11/2018	MERGER SAVINGS CREDIT/TAX ...		-215.29
WESTAR ENERGY	NOV1-2018	12/11/2018	701 N JEFFERSON-MUNICIPAL CT		357.19
				Vendor 043802 - WESTAR ENERGY Total:	141.90
				Department 030 - MUNICIPAL COURT Total:	1,914.56
Department: 040 - C.L. HOOVER OPERA HOUSE					
Vendor: 00957 - CENTURYLINK COMMUNICATION, INC.					
CENTURYLINK COMMUNICATI...	NOV 2018	12/11/2018	OPERA HOUSE		37.33
				Vendor 00957 - CENTURYLINK COMMUNICATION, INC. Total:	37.33
Vendor: 043271 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	CITY HALL-NOV 18	12/10/2018	133 W 7TH-CL HOOVER OPERA ...		82.08
				Vendor 043271 - KANSAS GAS SERVICE Total:	82.08
				Department 040 - C.L. HOOVER OPERA HOUSE Total:	119.41
Department: 048 - RECREATION DEPARTMENT					
Vendor: 00957 - CENTURYLINK COMMUNICATION, INC.					
CENTURYLINK COMMUNICATI...	NOV 2018	12/11/2018	RECREATION		83.87
				Vendor 00957 - CENTURYLINK COMMUNICATION, INC. Total:	83.87
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	DEC 2018	12/01/2018	12th St Internet Connection		47.95
COX BUSINESS SERVICES	DEC 2018	12/01/2018	12th Street Metro E		182.50
COX BUSINESS SERVICES	DEC 2018	12/01/2018	12th Street Phones		84.91
				Vendor 01604 - COX BUSINESS SERVICES Total:	315.36
Vendor: 021653 - EAE ENTERPRISES					
EAE ENTERPRISES	18801	12/06/2018	STAFF SHIRTS		110.00
				Vendor 021653 - EAE ENTERPRISES Total:	110.00
Vendor: 043271 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	NOV 2018	12/10/2018	1002 W 12TH		1,284.35
				Vendor 043271 - KANSAS GAS SERVICE Total:	1,284.35
Vendor: 02796 - MARVIN WILLIAMS					
MARVIN WILLIAMS	11817039	12/11/2018	GYM DEP AND ROOM DEPOSIT ...		75.00
				Vendor 02796 - MARVIN WILLIAMS Total:	75.00
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	P & R-NOV 2018	12/05/2018	3067 REC MGR SWIHART		43.36
				Vendor 00970 - VERIZON WIRELESS Total:	43.36
Vendor: 043802 - WESTAR ENERGY					
WESTAR ENERGY	NOV1-2018	12/11/2018	1002 W 12TH-COMMUNITY/P L...		1,528.25
WESTAR ENERGY	NOV1-2018	12/11/2018	MERGER SAVINGS CREDIT/TAX ...		-895.73
				Vendor 043802 - WESTAR ENERGY Total:	632.52
				Department 048 - RECREATION DEPARTMENT Total:	2,544.46
				Fund 001 - GENERAL FUND Total:	641,881.51
Fund: 014 - WATER UTILITY FUND					
Department: 000 - NON-DEPARTMENTAL					
Vendor: 043380 - ADVANCE LIFE INSURANCE					
ADVANCE LIFE INSURANCE	INV0014765	12/07/2018	CITY OF JC EMPLOYER PD LIFE		12.51
ADVANCE LIFE INSURANCE	INV0014766	12/07/2018	ADVANCE LIFE INSURANCE BEF...		22.90
				Vendor 043380 - ADVANCE LIFE INSURANCE Total:	35.41
Vendor: 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY					
AMERICAN FAMILY LIFE ASSUR...	INV0014767	12/07/2018	AFLAC		16.08
AMERICAN FAMILY LIFE ASSUR...	INV0014768	12/07/2018	AFLAC BEFORE TAX		39.45

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
AMERICAN FAMILY LIFE ASSUR...	INV0014808	12/07/2018	VSP Vision Insurance Pre-Tax		19.86
Vendor 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY Total:					75.39
Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC					
BLUE CROSS BLUE SHIELD OF KS ..	INV0014769	12/07/2018	BLUE CROSS BLUE SHIELD		112.70
BLUE CROSS BLUE SHIELD OF KS ..	INV0014771	12/07/2018	BLUE CROSS BLUE SHIELD		129.92
BLUE CROSS BLUE SHIELD OF KS ..	INV0014773	12/07/2018	BLUE CROSS BLUE SHIELD		24.99
BLUE CROSS BLUE SHIELD OF KS ..	INV0014775	12/07/2018	BLUE CROSS BLUE SHIELD		285.55
BLUE CROSS BLUE SHIELD OF KS ..	INV0014777	12/07/2018	BLUE CROSS BLUE SHIELD		58.86
BLUE CROSS BLUE SHIELD OF KS ..	INV0014778	12/07/2018	BLUE CROSS BLUE SHIELD		286.24
BLUE CROSS BLUE SHIELD OF KS ..	INV0014779	12/07/2018	BLUE CROSS BLUE SHIELD		164.60
BLUE CROSS BLUE SHIELD OF KS ..	INV0014780	12/07/2018	BLUE CROSS BLUE SHIELD		19.16
BLUE CROSS BLUE SHIELD OF KS ..	INV0014781	12/07/2018	BLUE CROSS BLUE SHIELD		281.54
BLUE CROSS BLUE SHIELD OF KS ..	INV0014784	12/07/2018	BLUE CROSS BLUE SHIELD		57.58
BLUE CROSS BLUE SHIELD OF KS ..	INV0014785	12/07/2018	BLUE CROSS BLUE SHIELD		47.76
Vendor 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total:					1,468.90
Vendor: 044005 - CITY OF JC FLEX SPENDING ACCT 1074334					
CITY OF JC FLEX SPENDING ACCT..	INV0014802	12/07/2018	FLEX SPENDING-1074334		104.68
Vendor 044005 - CITY OF JC FLEX SPENDING ACCT 1074334 Total:					104.68
Vendor: 012130 - CITY OF JUNCTION CITY					
CITY OF JUNCTION CITY	INV0014792	12/07/2018	CITY OF JUNCTION CITY (G-FEE)		5.02
CITY OF JUNCTION CITY	INV0014805	12/07/2018	TELEPHONE REIMBURSEMENT		19.38
Vendor 012130 - CITY OF JUNCTION CITY Total:					24.40
Vendor: 050188 - FLEXIBLE SPENDING ACCOUNT #1074334					
FLEXIBLE SPENDING ACCOUNT ...	INV0014788	12/07/2018	DEPENDENT CARE ACCT 107433...		41.66
Vendor 050188 - FLEXIBLE SPENDING ACCOUNT #1074334 Total:					41.66
Vendor: 01944 - GREAT WEST FINANCIAL					
GREAT WEST FINANCIAL	INV0014800	12/07/2018	GREAT WEST FINANCIAL		351.19
Vendor 01944 - GREAT WEST FINANCIAL Total:					351.19
Vendor: 016941 - H KENT HOLLINS					
H KENT HOLLINS	INV0014794	12/07/2018	GARNISHMENT		142.96
Vendor 016941 - H KENT HOLLINS Total:					142.96
Vendor: 001010 - INTERNAL REVENUE SERVICE					
INTERNAL REVENUE SERVICE	INV0014810	12/07/2018	SOCIAL SECURITY WITHHOLDING		1,467.08
INTERNAL REVENUE SERVICE	INV0014811	12/07/2018	FEDERAL WITHHOLDING		914.49
INTERNAL REVENUE SERVICE	INV0014812	12/07/2018	MEDICARE WITHHOLDING		343.20
Vendor 001010 - INTERNAL REVENUE SERVICE Total:					2,724.77
Vendor: 042540 - KANSAS DEPT OF REVENUE					
KANSAS DEPT OF REVENUE	INV0014809	12/07/2018	STATE WITHHOLDING		448.15
Vendor 042540 - KANSAS DEPT OF REVENUE Total:					448.15
Vendor: 014435 - KANSAS PAYMENT CENTER					
KANSAS PAYMENT CENTER	INV0014795	12/07/2018	GARNISHMENT		60.00
Vendor 014435 - KANSAS PAYMENT CENTER Total:					60.00
Vendor: 043859 - KANSAS PUBLIC EMPLOYEES					
KANSAS PUBLIC EMPLOYEES	INV0014797	12/07/2018	KPERS #1		408.99
KANSAS PUBLIC EMPLOYEES	INV0014798	12/07/2018	KPERS #2		424.18
KANSAS PUBLIC EMPLOYEES	INV0014799	12/07/2018	KPERS #3		945.86
KANSAS PUBLIC EMPLOYEES	INV0014801	12/07/2018	KPERS INSURANCE		124.11
Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:					1,903.14
Vendor: 02713 - KAREN COMPTON					
KAREN COMPTON	INV0014806	12/07/2018	CITY OF JC EMPLOYER PAID STD		184.09
Vendor 02713 - KAREN COMPTON Total:					184.09
Vendor: 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY					
UNITED WAY OF JUNCTION CITY...	INV0014807	12/07/2018	UNITED WAY		3.02
Vendor 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY Total:					3.02
Department 000 - NON-DEPARTMENTAL Total:					7,567.76

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
Department: 532 - WATER DISTRIBUTION SYSTEM					
Vendor: 009001 - AIRGAS					
AIRGAS	73.97	12/03/2018	WELDING SUPPLIES		18.49
Vendor 009001 - AIRGAS Total:					18.49
Vendor: 02753 - BRIAN W. NYP					
BRIAN W. NYP	1002-04	12/06/2018	CONSULTING SERVICES 11/1/20...		871.69
Vendor 02753 - BRIAN W. NYP Total:					871.69
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Public Works - Metro E - 25%		45.63
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Public Works - Telephone - 25%		58.26
Vendor 01604 - COX BUSINESS SERVICES Total:					103.89
Vendor: 02138 - FACTORY MOTOR PARTS					
FACTORY MOTOR PARTS	8-Z08869	11/29/2018	BATTERIES		97.85
Vendor 02138 - FACTORY MOTOR PARTS Total:					97.85
Vendor: 042659 - KANSAS DEPT OF AGRICULTURE					
KANSAS DEPT OF AGRICULTURE	WATER 2018	12/06/2018	WELL#19 & WELL#20- WATER T...		400.00
Vendor 042659 - KANSAS DEPT OF AGRICULTURE Total:					400.00
Vendor: 043271 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	PW/PARKS-NOV 18	12/10/2018	2324 N JACKSON-PUBLIC WORKS		35.87
Vendor 043271 - KANSAS GAS SERVICE Total:					35.87
Vendor: 01528 - KANSAS ONE-CALL SYSTEMS, INC.					
KANSAS ONE-CALL SYSTEMS, IN...	8110311	11/30/2018	DIG SAFE LOCATE CALLS		60.00
Vendor 01528 - KANSAS ONE-CALL SYSTEMS, INC. Total:					60.00
Vendor: 055098 - M & L SERVICE LLC					
M & L SERVICE LLC	27485	11/30/2018	SERVICED HEATER AT PW		48.75
Vendor 055098 - M & L SERVICE LLC Total:					48.75
Vendor: 01554 - MSC INDUSTRIAL SUPPLY CO					
MSC INDUSTRIAL SUPPLY CO	2341843001	12/06/2018	FLEET SHOP PIECES		189.92
MSC INDUSTRIAL SUPPLY CO	2341889001	12/06/2018	SHOP FAN		92.87
MSC INDUSTRIAL SUPPLY CO	2610849001	12/04/2018	FLEET SHOP PIECES		137.31
MSC INDUSTRIAL SUPPLY CO	2610854001	12/04/2018	PRESSURE WASHER HOSE		118.80
Vendor 01554 - MSC INDUSTRIAL SUPPLY CO Total:					538.90
Vendor: 02170 - NETWORK COMPUTING SOLUTIONS, LLC					
NETWORK COMPUTING SOLUT...	57719	12/04/2018	Copier - Copies - 25%		14.00
NETWORK COMPUTING SOLUT...	57719	12/04/2018	Copier - BW Copies		3.87
Vendor 02170 - NETWORK COMPUTING SOLUTIONS, LLC Total:					17.87
Vendor: 01740 - SCHULTE SUPPLY, INC.					
SCHULTE SUPPLY, INC.	S1144062.001	12/10/2018	METAL DETECTOR FOR METER ...		397.50
Vendor 01740 - SCHULTE SUPPLY, INC. Total:					397.50
Vendor: 02667 - SEATON PUBLISHING CO. INC.					
SEATON PUBLISHING CO. INC.	03100179.001	11/30/2018	ADS FOR HR DIRECTOR AND ME...		51.11
SEATON PUBLISHING CO. INC.	300319036	11/30/2018	JOB AD FOR WATER METER RE...		40.13
Vendor 02667 - SEATON PUBLISHING CO. INC. Total:					91.24
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	PW-NOV 2018	12/05/2018	UTILITY 5-761-5237		25.63
VERIZON WIRELESS	PW-NOV 2018	12/05/2018	HAYHURST-761-5293		25.63
VERIZON WIRELESS	PW-NOV 2018	12/05/2018	STREET 5-761-5283		25.63
VERIZON WIRELESS	PW-NOV 2018	12/05/2018	ROGERS-761-5094		25.63
Vendor 00970 - VERIZON WIRELESS Total:					102.52
Department 532 - WATER DISTRIBUTION SYSTEM Total:					2,784.57
Department: 534 - WATER ADMINISTRATION					
Vendor: 02795 - ARNOLD & ASSOCIATES OF WICHITA, INC					
ARNOLD & ASSOCIATES OF WIC...	2212220	12/10/2018	TEMP AGENCY-KAREEM ANDER...		62.16
ARNOLD & ASSOCIATES OF WIC...	2212389	12/10/2018	TEMP AGENCY-KAREEM ANDER...		303.03
Vendor 02795 - ARNOLD & ASSOCIATES OF WICHITA, INC Total:					365.19

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
Vendor: 00957 - CENTURYLINK COMMUNICATION, INC.					
CENTURYLINK COMMUNICATI...	NOV 2018	12/11/2018	WATER ADMINISTRATION		111.11
Vendor 00957 - CENTURYLINK COMMUNICATION, INC. Total:					111.11
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Phone Lines - Cox		193.23
COX BUSINESS SERVICES	DEC 2018	12/01/2018	TV Charges		20.99
Vendor 01604 - COX BUSINESS SERVICES Total:					214.22
Vendor: 059998 - INCODE					
INCODE	025-241970	12/01/2018	Web - Utilities Inquiry - 34%		106.68
INCODE	025-242737	12/01/2018	Incode Address verification and...		396.00
Vendor 059998 - INCODE Total:					502.68
Vendor: 043271 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	NOV 2018	12/10/2018	2232 W ASH TOWER		30.56
KANSAS GAS SERVICE	NOV 2018	12/10/2018	900 W SPRUCE		31.19
Vendor 043271 - KANSAS GAS SERVICE Total:					61.75
Vendor: 058200 - NAPA AUTO PARTS OF J.C.					
NAPA AUTO PARTS OF J.C.	402349	12/10/2018	SWAY PAR LINK REPAIR KIT FO ...		17.06
Vendor 058200 - NAPA AUTO PARTS OF J.C. Total:					17.06
Vendor: 02793 - NEW HORIZONS HOMES					
NEW HORIZONS HOMES	08/15/2018	12/04/2018	1/2 COST OF THE REPAIR OF W...		342.50
Vendor 02793 - NEW HORIZONS HOMES Total:					342.50
Vendor: 01740 - SCHULTE SUPPLY,INC.					
SCHULTE SUPPLY,INC.	S1144062.001	12/10/2018	METAL DETECTOR FOR METER ...		397.50
Vendor 01740 - SCHULTE SUPPLY,INC. Total:					397.50
Vendor: 01167 - STAPLES ADVANTAGE					
STAPLES ADVANTAGE	3397077122	12/10/2018	TAPE DISPENSER,COLORED PAP...		56.89
Vendor 01167 - STAPLES ADVANTAGE Total:					56.89
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	WATER-NOV 2018	12/05/2018	785-410-1876-ACCOUNTS PAY...		21.68
Vendor 00970 - VERIZON WIRELESS Total:					21.68
Vendor: 043802 - WESTAR ENERGY					
WESTAR ENERGY	NOV1-2018	12/11/2018	2232 W ASH-WATER TOWER		116.23
WESTAR ENERGY	NOV1-2018	12/11/2018	2100 N JACKSON-WATER		218.76
WESTAR ENERGY	NOV1-2018	12/11/2018	MERGER SAVINGS CREDIT/TAX ...		-160.90
Vendor 043802 - WESTAR ENERGY Total:					174.09
Vendor: 086462 - XEROX CORPORATION					
XEROX CORPORATION	095282057	12/01/2018	Customer Service copier - Exces...		42.82
XEROX CORPORATION	095282057	12/01/2018	Customer Service copier		93.51
Vendor 086462 - XEROX CORPORATION Total:					136.33
Department 534 - WATER ADMINISTRATION Total:					2,401.00
Fund 014 - WATER UTILITY FUND Total:					12,753.33
Fund: 015 - WASTEWATER UTILITY FUND					
Department: 000 - NON-DEPARTMENTAL					
Vendor: 043380 - ADVANCE LIFE INSURANCE					
ADVANCE LIFE INSURANCE	INV0014765	12/07/2018	CITY OF JC EMPLOYER PD LIFE		11.37
ADVANCE LIFE INSURANCE	INV0014766	12/07/2018	ADVANCE LIFE INSURANCE BEF...		22.68
Vendor 043380 - ADVANCE LIFE INSURANCE Total:					34.05
Vendor: 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY					
AMERICAN FAMILY LIFE ASSUR...	INV0014767	12/07/2018	AFLAC		16.08
AMERICAN FAMILY LIFE ASSUR...	INV0014768	12/07/2018	AFLAC BEFORE TAX		33.43
AMERICAN FAMILY LIFE ASSUR...	INV0014808	12/07/2018	VSP Vision Insurance Pre-Tax		19.11
Vendor 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY Total:					68.62
Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC					
BLUE CROSS BLUE SHIELD OF KS ..	INV0014769	12/07/2018	BLUE CROSS BLUE SHIELD		112.70
BLUE CROSS BLUE SHIELD OF KS ..	INV0014771	12/07/2018	BLUE CROSS BLUE SHIELD		129.92

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
BLUE CROSS BLUE SHIELD OF KS ..INV0014773		12/07/2018	BLUE CROSS BLUE SHIELD		24.99
BLUE CROSS BLUE SHIELD OF KS ..INV0014775		12/07/2018	BLUE CROSS BLUE SHIELD		285.55
BLUE CROSS BLUE SHIELD OF KS ..INV0014777		12/07/2018	BLUE CROSS BLUE SHIELD		62.08
BLUE CROSS BLUE SHIELD OF KS ..INV0014778		12/07/2018	BLUE CROSS BLUE SHIELD		169.86
BLUE CROSS BLUE SHIELD OF KS ..INV0014779		12/07/2018	BLUE CROSS BLUE SHIELD		182.36
BLUE CROSS BLUE SHIELD OF KS ..INV0014780		12/07/2018	BLUE CROSS BLUE SHIELD		19.16
BLUE CROSS BLUE SHIELD OF KS ..INV0014781		12/07/2018	BLUE CROSS BLUE SHIELD		281.46
BLUE CROSS BLUE SHIELD OF KS ..INV0014784		12/07/2018	BLUE CROSS BLUE SHIELD		34.50
BLUE CROSS BLUE SHIELD OF KS ..INV0014785		12/07/2018	BLUE CROSS BLUE SHIELD		42.90
Vendor 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total:					1,345.48
Vendor: 044005 - CITY OF JC FLEX SPENDING ACCT 1074334					
CITY OF JC FLEX SPENDING ACCT..INV0014802		12/07/2018	FLEX SPENDING-1074334		106.86
Vendor 044005 - CITY OF JC FLEX SPENDING ACCT 1074334 Total:					106.86
Vendor: 012130 - CITY OF JUNCTION CITY					
CITY OF JUNCTION CITY	INV0014792	12/07/2018	CITY OF JUNCTION CITY (G-FEE)		4.98
CITY OF JUNCTION CITY	INV0014805	12/07/2018	TELEPHONE REIMBURSEMENT		19.08
Vendor 012130 - CITY OF JUNCTION CITY Total:					24.06
Vendor: 050188 - FLEXIBLE SPENDING ACCOUNT #1074334					
FLEXIBLE SPENDING ACCOUNT ... INV0014788		12/07/2018	DEPENDENT CARE ACCT 10743...		41.66
Vendor 050188 - FLEXIBLE SPENDING ACCOUNT #1074334 Total:					41.66
Vendor: 01944 - GREAT WEST FINANCIAL					
GREAT WEST FINANCIAL	INV0014800	12/07/2018	GREAT WEST FINANCIAL		356.87
Vendor 01944 - GREAT WEST FINANCIAL Total:					356.87
Vendor: 016941 - H KENT HOLLINS					
H KENT HOLLINS	INV0014794	12/07/2018	GARNISHMENT		142.95
Vendor 016941 - H KENT HOLLINS Total:					142.95
Vendor: 001010 - INTERNAL REVENUE SERVICE					
INTERNAL REVENUE SERVICE	INV0014810	12/07/2018	SOCIAL SECURITY WITHHOLDING		1,493.86
INTERNAL REVENUE SERVICE	INV0014811	12/07/2018	FEDERAL WITHHOLDING		914.92
INTERNAL REVENUE SERVICE	INV0014812	12/07/2018	MEDICARE WITHHOLDING		349.30
Vendor 001010 - INTERNAL REVENUE SERVICE Total:					2,758.08
Vendor: 042540 - KANSAS DEPT OF REVENUE					
KANSAS DEPT OF REVENUE	INV0014809	12/07/2018	STATE WITHHOLDING		450.68
Vendor 042540 - KANSAS DEPT OF REVENUE Total:					450.68
Vendor: 014435 - KANSAS PAYMENT CENTER					
KANSAS PAYMENT CENTER	INV0014795	12/07/2018	GARNISHMENT		582.50
Vendor 014435 - KANSAS PAYMENT CENTER Total:					582.50
Vendor: 043859 - KANSAS PUBLIC EMPLOYEES					
KANSAS PUBLIC EMPLOYEES	INV0014797	12/07/2018	KPERS #1		426.96
KANSAS PUBLIC EMPLOYEES	INV0014798	12/07/2018	KPERS #2		417.09
KANSAS PUBLIC EMPLOYEES	INV0014799	12/07/2018	KPERS #3		823.19
KANSAS PUBLIC EMPLOYEES	INV0014801	12/07/2018	KPERS INSURANCE		116.29
Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:					1,783.53
Vendor: 02713 - KAREN COMPTON					
KAREN COMPTON	INV0014806	12/07/2018	CITY OF JC EMPLOYER PAID STD		170.58
Vendor 02713 - KAREN COMPTON Total:					170.58
Vendor: 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY					
UNITED WAY OF JUNCTION CITY...INV0014807		12/07/2018	UNITED WAY		3.02
Vendor 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY Total:					3.02
Department 000 - NON-DEPARTMENTAL Total:					7,868.94
Department: 532 - WATER DISTRIBUTION SYSTEM					
Vendor: 02795 - ARNOLD & ASSOCIATES OF WICHITA, INC					
ARNOLD & ASSOCIATES OF WIC... 2212220		12/10/2018	TEMP AGENCY-KAREEM ANDER...		62.16

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
ARNOLD & ASSOCIATES OF WIC...	2212389	12/10/2018	TEMP AGENCY-KAREEM ANDER...		303.03
Vendor 02795 - ARNOLD & ASSOCIATES OF WICHITA, INC Total:					365.19
Department 532 - WATER DISTRIBUTION SYSTEM Total:					365.19
Department: 540 - WASTEWATER DISTRIBUTION SYSTEM					
Vendor: 009001 - AIRGAS					
AIRGAS	73.97	12/03/2018	WELDING SUPPLIES		18.49
Vendor 009001 - AIRGAS Total:					18.49
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Public Works - Metro E - 25%		45.63
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Public Works - Telephone - 25%		58.26
Vendor 01604 - COX BUSINESS SERVICES Total:					103.89
Vendor: 043271 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	PW/PARKS-NOV 18	12/10/2018	2324 N JACKSON-PUBLIC WORKS		35.87
Vendor 043271 - KANSAS GAS SERVICE Total:					35.87
Vendor: 01528 - KANSAS ONE-CALL SYSTEMS, INC.					
KANSAS ONE-CALL SYSTEMS, IN...	8110311	11/30/2018	DIG SAFE LOCATE CALLS		60.00
Vendor 01528 - KANSAS ONE-CALL SYSTEMS, INC. Total:					60.00
Vendor: 055098 - M & L SERVICE LLC					
M & L SERVICE LLC	27485	11/30/2018	SERVICED HEATER AT PW		48.75
Vendor 055098 - M & L SERVICE LLC Total:					48.75
Vendor: 01554 - MSC INDUSTRIAL SUPPLY CO					
MSC INDUSTRIAL SUPPLY CO	2341843001	12/06/2018	FLEET SHOP PIECES		189.92
MSC INDUSTRIAL SUPPLY CO	2341889001	12/06/2018	SHOP FAN		92.87
MSC INDUSTRIAL SUPPLY CO	2610849001	12/04/2018	FLEET SHOP PIECES		137.31
MSC INDUSTRIAL SUPPLY CO	2610854001	12/04/2018	PRESSURE WASHER HOSE		118.81
Vendor 01554 - MSC INDUSTRIAL SUPPLY CO Total:					538.91
Vendor: 02170 - NETWORK COMPUTING SOLUTIONS, LLC					
NETWORK COMPUTING SOLUT...	57719	12/04/2018	Copier - Copies - 25%		14.00
NETWORK COMPUTING SOLUT...	57719	12/04/2018	Copier - BW Copies		3.87
Vendor 02170 - NETWORK COMPUTING SOLUTIONS, LLC Total:					17.87
Vendor: 02667 - SEATON PUBLISHING CO. INC.					
SEATON PUBLISHING CO. INC.	03100179.001	11/30/2018	ADS FOR HR DIRECTOR AND ME...		51.11
SEATON PUBLISHING CO. INC.	300319036	11/30/2018	JOB AD FOR WATER METER RE...		40.13
Vendor 02667 - SEATON PUBLISHING CO. INC. Total:					91.24
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	PW-NOV 2018	12/05/2018	SANITATION 3-761-5373		25.63
VERIZON WIRELESS	PW-NOV 2018	12/05/2018	MARSTON-761-5354		25.63
Vendor 00970 - VERIZON WIRELESS Total:					51.26
Vendor: 043802 - WESTAR ENERGY					
WESTAR ENERGY	NOV2-2018	12/10/2018	2309 N JACKSON- LIFT PUMP		25.73
WESTAR ENERGY	NOV2-2018	12/10/2018	1001 GOLDENBELT LIFT PUMP		28.43
WESTAR ENERGY	NOV2-2018	12/10/2018	1452 CANDLELIGHT LIFT PUMP		30.57
WESTAR ENERGY	NOV2-2018	12/10/2018	630 E ST LIFT PUMP		31.31
WESTAR ENERGY	NOV2-2018	12/10/2018	1935 NORTHWIND-LIFT PUMP		36.15
WESTAR ENERGY	NOV2-2018	12/10/2018	948 GRANT AVE LIFT PUMP		43.81
WESTAR ENERGY	NOV2-2018	12/10/2018	500 E ASH LIFT PUMP		55.79
WESTAR ENERGY	NOV2-2018	12/10/2018	400 E CHESTNUT LIFT PUMP		87.83
WESTAR ENERGY	NOV2-2018	12/10/2018	1121 CYPRESS-LIFT PUMP		109.61
WESTAR ENERGY	NOV2-2018	12/10/2018	100 HOOVER LIFT PUMP		158.14
Vendor 043802 - WESTAR ENERGY Total:					607.37
Department 540 - WASTEWATER DISTRIBUTION SYSTEM Total:					1,573.65
Department: 541 - WASTEWATER ADMINISTRATION					
Vendor: 02753 - BRIAN W. NYP					
BRIAN W. NYP	1002-04	12/06/2018	CONSULTING SERVICES 11/1/20...		871.69
Vendor 02753 - BRIAN W. NYP Total:					871.69

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
Vendor: 059998 - INCODE					
INCODE	025-241970	12/01/2018	Web - Utilities Inquiry - 33%		106.66
INCODE	025-242737	12/01/2018	Incode Address verification and...		396.00
Vendor 059998 - INCODE Total:					502.66
Department 541 - WASTEWATER ADMINISTRATION Total:					1,374.35
Department: 547 - WASTEWATER PLANT OPERATIONS					
Vendor: 017700 - DS&O RURAL ELECTRIC					
DS&O RURAL ELECTRIC	NOVEMBER 2018	12/10/2018	2515 WILMA-OLIVIA FARMS-LIFT		125.16
DS&O RURAL ELECTRIC	NOVEMBER 2018	12/10/2018	2326/2321 OSPREY SWR LIFT		129.17
DS&O RURAL ELECTRIC	NOVEMBER 2018	12/10/2018	2542/2548 JAGER DR SWR LIFT		153.02
DS&O RURAL ELECTRIC	NOVEMBER 2018	12/10/2018	LIFT STATION- HILLTOP #5		202.67
DS&O RURAL ELECTRIC	NOVEMBER 2018	12/10/2018	BROOKEBEND LIFT STATION		207.51
DS&O RURAL ELECTRIC	NOVEMBER 2018	12/10/2018	SEWER LIFT		84.71
Vendor 017700 - DS&O RURAL ELECTRIC Total:					902.24
Department 547 - WASTEWATER PLANT OPERATIONS Total:					902.24
Fund 015 - WASTEWATER UTILITY FUND Total:					12,084.37
Fund: 018 - STORM WATER UTILITY FUND					
Department: 000 - NON-DEPARTMENTAL					
Vendor: 043380 - ADVANCE LIFE INSURANCE					
ADVANCE LIFE INSURANCE	INV0014765	12/07/2018	CITY OF JC EMPLOYER PD LIFE		3.17
ADVANCE LIFE INSURANCE	INV0014766	12/07/2018	ADVANCE LIFE INSURANCE BEF...		13.98
Vendor 043380 - ADVANCE LIFE INSURANCE Total:					17.15
Vendor: 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY					
AMERICAN FAMILY LIFE ASSUR...	INV0014767	12/07/2018	AFLAC		8.06
AMERICAN FAMILY LIFE ASSUR...	INV0014768	12/07/2018	AFLAC BEFORE TAX		38.08
AMERICAN FAMILY LIFE ASSUR...	INV0014808	12/07/2018	VSP Vision Insurance Pre-Tax		10.88
Vendor 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY Total:					57.02
Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC					
BLUE CROSS BLUE SHIELD OF KS ..	INV0014769	12/07/2018	BLUE CROSS BLUE SHIELD		22.54
BLUE CROSS BLUE SHIELD OF KS ..	INV0014771	12/07/2018	BLUE CROSS BLUE SHIELD		18.56
BLUE CROSS BLUE SHIELD OF KS ..	INV0014773	12/07/2018	BLUE CROSS BLUE SHIELD		33.74
BLUE CROSS BLUE SHIELD OF KS ..	INV0014775	12/07/2018	BLUE CROSS BLUE SHIELD		122.37
BLUE CROSS BLUE SHIELD OF KS ..	INV0014777	12/07/2018	BLUE CROSS BLUE SHIELD		16.08
BLUE CROSS BLUE SHIELD OF KS ..	INV0014779	12/07/2018	BLUE CROSS BLUE SHIELD		34.70
BLUE CROSS BLUE SHIELD OF KS ..	INV0014780	12/07/2018	BLUE CROSS BLUE SHIELD		19.16
BLUE CROSS BLUE SHIELD OF KS ..	INV0014785	12/07/2018	BLUE CROSS BLUE SHIELD		3.01
Vendor 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total:					270.16
Vendor: 044005 - CITY OF JC FLEX SPENDING ACCT 1074334					
CITY OF JC FLEX SPENDING ACCT..	INV0014802	12/07/2018	FLEX SPENDING-1074334		47.73
Vendor 044005 - CITY OF JC FLEX SPENDING ACCT 1074334 Total:					47.73
Vendor: 012130 - CITY OF JUNCTION CITY					
CITY OF JUNCTION CITY	INV0014805	12/07/2018	TELEPHONE REIMBURSEMENT		5.95
Vendor 012130 - CITY OF JUNCTION CITY Total:					5.95
Vendor: 050188 - FLEXIBLE SPENDING ACCOUNT #1074334					
FLEXIBLE SPENDING ACCOUNT ...	INV0014788	12/07/2018	DEPENDENT CARE ACCT 10743...		20.84
Vendor 050188 - FLEXIBLE SPENDING ACCOUNT #1074334 Total:					20.84
Vendor: 01944 - GREAT WEST FINANCIAL					
GREAT WEST FINANCIAL	INV0014800	12/07/2018	GREAT WEST FINANCIAL		144.65
Vendor 01944 - GREAT WEST FINANCIAL Total:					144.65
Vendor: 001010 - INTERNAL REVENUE SERVICE					
INTERNAL REVENUE SERVICE	INV0014810	12/07/2018	SOCIAL SECURITY WITHHOLDING		385.52
INTERNAL REVENUE SERVICE	INV0014811	12/07/2018	FEDERAL WITHHOLDING		242.78
INTERNAL REVENUE SERVICE	INV0014812	12/07/2018	MEDICARE WITHHOLDING		90.12
Vendor 001010 - INTERNAL REVENUE SERVICE Total:					718.42

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
Vendor: 042540 - KANSAS DEPT OF REVENUE					
KANSAS DEPT OF REVENUE	INV0014809	12/07/2018	STATE WITHHOLDING		114.55
Vendor 042540 - KANSAS DEPT OF REVENUE Total:					114.55
Vendor: 043859 - KANSAS PUBLIC EMPLOYEES					
KANSAS PUBLIC EMPLOYEES	INV0014797	12/07/2018	KPERS #1		101.23
KANSAS PUBLIC EMPLOYEES	INV0014798	12/07/2018	KPERS #2		75.76
KANSAS PUBLIC EMPLOYEES	INV0014799	12/07/2018	KPERS #3		300.35
KANSAS PUBLIC EMPLOYEES	INV0014801	12/07/2018	KPERS INSURANCE		33.29
Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:					510.63
Vendor: 02713 - KAREN COMPTON					
KAREN COMPTON	INV0014806	12/07/2018	CITY OF JC EMPLOYER PAID STD		57.07
Vendor 02713 - KAREN COMPTON Total:					57.07
Vendor: 02513 - MARYLAND CHILD SUPPORT ACCOUNT					
MARYLAND CHILD SUPPORT AC...	INV0014764	12/07/2018	MD CHILD SUPPORT ACCOUNT		117.69
Vendor 02513 - MARYLAND CHILD SUPPORT ACCOUNT Total:					117.69
Vendor: 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY					
UNITED WAY OF JUNCTION CITY...	INV0014807	12/07/2018	UNITED WAY		1.51
Vendor 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY Total:					1.51
Department 000 - NON-DEPARTMENTAL Total:					2,083.37
Fund 018 - STORM WATER UTILITY FUND Total:					2,083.37
Fund: 020 - BRAMLAGE PUBLIC LIBRARY FUND					
Department: 130 - LIBRARY					
Vendor: 020580 - DOROTHY BRAMLAGE LIBRARY					
DOROTHY BRAMLAGE LIBRARY	SEPT 2018-TAX DIST	12/04/2018	SEPT 2018-TAX DISTRIBUTION		44,999.71
Vendor 020580 - DOROTHY BRAMLAGE LIBRARY Total:					44,999.71
Department 130 - LIBRARY Total:					44,999.71
Fund 020 - BRAMLAGE PUBLIC LIBRARY FUND Total:					44,999.71
Fund: 022 - SPECIAL HIGHWAY FUND					
Department: 043 - 043					
Vendor: 00957 - CENTURYLINK COMMUNICATION, INC.					
CENTURYLINK COMMUNICATI...	NOV 2018	12/11/2018	ENGINEERING		37.33
Vendor 00957 - CENTURYLINK COMMUNICATION, INC. Total:					37.33
Department 043 - 043 Total:					37.33
Fund 022 - SPECIAL HIGHWAY FUND Total:					37.33
Fund: 023 - SOLID WASTE UTILITY FUND					
Department: 000 - NON-DEPARTMENTAL					
Vendor: 043380 - ADVANCE LIFE INSURANCE					
ADVANCE LIFE INSURANCE	INV0014765	12/07/2018	CITY OF JC EMPLOYER PD LIFE		10.78
ADVANCE LIFE INSURANCE	INV0014766	12/07/2018	ADVANCE LIFE INSURANCE BEF...		68.02
Vendor 043380 - ADVANCE LIFE INSURANCE Total:					78.80
Vendor: 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY					
AMERICAN FAMILY LIFE ASSUR...	INV0014767	12/07/2018	AFLAC		8.62
AMERICAN FAMILY LIFE ASSUR...	INV0014768	12/07/2018	AFLAC BEFORE TAX		88.45
AMERICAN FAMILY LIFE ASSUR...	INV0014808	12/07/2018	VSP Vision Insurance Pre-Tax		22.07
Vendor 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY Total:					119.14
Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC					
BLUE CROSS BLUE SHIELD OF KS ..	INV0014769	12/07/2018	BLUE CROSS BLUE SHIELD		22.52
BLUE CROSS BLUE SHIELD OF KS ..	INV0014771	12/07/2018	BLUE CROSS BLUE SHIELD		37.12
BLUE CROSS BLUE SHIELD OF KS ..	INV0014773	12/07/2018	BLUE CROSS BLUE SHIELD		35.25
BLUE CROSS BLUE SHIELD OF KS ..	INV0014775	12/07/2018	BLUE CROSS BLUE SHIELD		142.68
BLUE CROSS BLUE SHIELD OF KS ..	INV0014777	12/07/2018	BLUE CROSS BLUE SHIELD		28.81
BLUE CROSS BLUE SHIELD OF KS ..	INV0014778	12/07/2018	BLUE CROSS BLUE SHIELD		744.62
BLUE CROSS BLUE SHIELD OF KS ..	INV0014779	12/07/2018	BLUE CROSS BLUE SHIELD		115.65
BLUE CROSS BLUE SHIELD OF KS ..	INV0014780	12/07/2018	BLUE CROSS BLUE SHIELD		66.84
BLUE CROSS BLUE SHIELD OF KS ..	INV0014784	12/07/2018	BLUE CROSS BLUE SHIELD		46.04

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
BLUE CROSS BLUE SHIELD OF KS ..	INV0014785	12/07/2018	BLUE CROSS BLUE SHIELD		57.46
Vendor 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total:					1,296.99
Vendor: 044005 - CITY OF JC FLEX SPENDING ACCT 1074334					
CITY OF JC FLEX SPENDING ACCT..	INV0014802	12/07/2018	FLEX SPENDING-1074334		59.64
Vendor 044005 - CITY OF JC FLEX SPENDING ACCT 1074334 Total:					59.64
Vendor: 012130 - CITY OF JUNCTION CITY					
CITY OF JUNCTION CITY	INV0014805	12/07/2018	TELEPHONE REIMBURSEMENT		22.47
Vendor 012130 - CITY OF JUNCTION CITY Total:					22.47
Vendor: 050188 - FLEXIBLE SPENDING ACCOUNT #1074334					
FLEXIBLE SPENDING ACCOUNT ...	INV0014788	12/07/2018	DEPENDENT CARE ACCT 10743...		31.26
Vendor 050188 - FLEXIBLE SPENDING ACCOUNT #1074334 Total:					31.26
Vendor: 01944 - GREAT WEST FINANCIAL					
GREAT WEST FINANCIAL	INV0014800	12/07/2018	GREAT WEST FINANCIAL		183.77
Vendor 01944 - GREAT WEST FINANCIAL Total:					183.77
Vendor: 001010 - INTERNAL REVENUE SERVICE					
INTERNAL REVENUE SERVICE	INV0014810	12/07/2018	SOCIAL SECURITY WITHHOLDING		1,929.94
INTERNAL REVENUE SERVICE	INV0014811	12/07/2018	FEDERAL WITHHOLDING		1,248.31
INTERNAL REVENUE SERVICE	INV0014812	12/07/2018	MEDICARE WITHHOLDING		451.36
Vendor 001010 - INTERNAL REVENUE SERVICE Total:					3,629.61
Vendor: 042540 - KANSAS DEPT OF REVENUE					
KANSAS DEPT OF REVENUE	INV0014809	12/07/2018	STATE WITHHOLDING		563.27
Vendor 042540 - KANSAS DEPT OF REVENUE Total:					563.27
Vendor: 043859 - KANSAS PUBLIC EMPLOYEES					
KANSAS PUBLIC EMPLOYEES	INV0014797	12/07/2018	KPERS #1		370.87
KANSAS PUBLIC EMPLOYEES	INV0014798	12/07/2018	KPERS #2		1,237.34
KANSAS PUBLIC EMPLOYEES	INV0014799	12/07/2018	KPERS #3		666.64
KANSAS PUBLIC EMPLOYEES	INV0014801	12/07/2018	KPERS INSURANCE		148.84
Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:					2,423.69
Vendor: 02713 - KAREN COMPTON					
KAREN COMPTON	INV0014806	12/07/2018	CITY OF JC EMPLOYER PAID STD		213.48
Vendor 02713 - KAREN COMPTON Total:					213.48
Vendor: 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY					
UNITED WAY OF JUNCTION CITY..	INV0014807	12/07/2018	UNITED WAY		1.95
Vendor 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY Total:					1.95
Department 000 - NON-DEPARTMENTAL Total:					8,624.07
Department: 644 - SOLID WASTE OPERATIONS					
Vendor: 009001 - AIRGAS					
AIRGAS	73.97	12/03/2018	WELDING SUPPLIES		7.40
Vendor 009001 - AIRGAS Total:					7.40
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Public Works - Metro E - 25%		45.62
COX BUSINESS SERVICES	DEC 2018	12/01/2018	Public Works - Telephone - 25%		58.26
Vendor 01604 - COX BUSINESS SERVICES Total:					103.88
Vendor: 028441 - GEARY COUNTY PUBLIC WORKS					
GEARY COUNTY PUBLIC WORKS	PWNOV2018TT	12/03/2018	NOVEMBER 2018 TRANSFER TI...		33,462.00
Vendor 028441 - GEARY COUNTY PUBLIC WORKS Total:					33,462.00
Vendor: 059998 - INCODE					
INCODE	025-242737	12/01/2018	Incode Address verification and...		408.00
Vendor 059998 - INCODE Total:					408.00
Vendor: 043271 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	PW/PARKS-NOV 18	12/10/2018	2324 N JACKSON-PUBLIC WORKS		35.86
Vendor 043271 - KANSAS GAS SERVICE Total:					35.86
Vendor: 055098 - M & L SERVICE LLC					
M & L SERVICE LLC	27485	11/30/2018	SERVICED HEATER AT PW		48.75
Vendor 055098 - M & L SERVICE LLC Total:					48.75

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
Vendor: 01554 - MSC INDUSTRIAL SUPPLY CO					
MSC INDUSTRIAL SUPPLY CO	2341843001	12/06/2018	FLEET SHOP PIECES		151.95
MSC INDUSTRIAL SUPPLY CO	2341889001	12/06/2018	SHOP FAN		92.87
MSC INDUSTRIAL SUPPLY CO	2610849001	12/04/2018	FLEET SHOP PIECES		109.84
Vendor 01554 - MSC INDUSTRIAL SUPPLY CO Total:					354.66
Vendor: 02170 - NETWORK COMPUTING SOLUTIONS, LLC					
NETWORK COMPUTING SOLUT...	57719	12/04/2018	Copier - Copies - 25%		13.98
NETWORK COMPUTING SOLUT...	57719	12/04/2018	Copier - BW Copies		3.86
Vendor 02170 - NETWORK COMPUTING SOLUTIONS, LLC Total:					17.84
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	PW-NOV 2018	12/05/2018	TODD BARRIGER-223-1759		25.63
VERIZON WIRELESS	PW-NOV 2018	12/05/2018	MERRIT-223-2022		25.63
VERIZON WIRELESS	PW-NOV 2018	12/05/2018	SANITATION 1-223-1758		25.63
VERIZON WIRELESS	PW-NOV 2018	12/05/2018	DOWNS-307-6183		25.63
VERIZON WIRELESS	PW-NOV 2018	12/05/2018	UTILITY 2-223-1337		25.63
VERIZON WIRELESS	PW-NOV 2018	12/05/2018	STREET 7-761-5310		25.63
Vendor 00970 - VERIZON WIRELESS Total:					153.78
Department 644 - SOLID WASTE OPERATIONS Total:					34,592.17
Department: 645 - SOLID WASTE ADMINISTRATION					
Vendor: 059998 - INCODE					
INCODE	025-241970	12/01/2018	Web - Utilities Inquiry - 33%		106.66
Vendor 059998 - INCODE Total:					106.66
Department 645 - SOLID WASTE ADMINISTRATION Total:					106.66
Fund 023 - SOLID WASTE UTILITY FUND Total:					43,322.90
Fund: 035 - EMPLOYEE BENEFITS FUND					
Department: 140 - EMPLOYEE BENEFITS					
Vendor: 02156 - FREEDOM CLAIMS MGT. INC PREMIUM ACCT					
FREEDOM CLAIMS MGT. INC PR...	% OFF SAVINGS-10/18	11/30/2018	% OF SAVINGS 10/2018		879.10
FREEDOM CLAIMS MGT. INC PR...	152NOVJC-2018	11/30/2018	NOV 2018-JC EMPLOYEES-PREM..		3,036.00
FREEDOM CLAIMS MGT. INC PR...	152NOVL-2018	11/30/2018	NOV 2018-LIBRARY-PREMIUMS		253.00
FREEDOM CLAIMS MGT. INC PR...	152NOVR-2018	11/30/2018	NOV 2018-RETIRES-PREMIUMS		161.00
Vendor 02156 - FREEDOM CLAIMS MGT. INC PREMIUM ACCT Total:					4,329.10
Vendor: 02155 - FREEDOM CLAIMS MGT.INC CLAIMS ACCOUNT					
FREEDOM CLAIMS MGT.INC CLA...	911152-112118	11/30/2018	CLAIMS WEEK OF 1121118		1,852.11
FREEDOM CLAIMS MGT.INC CLA...	911152-113018	12/04/2018	CLAIMS WEEK OF 11302018		5,369.77
Vendor 02155 - FREEDOM CLAIMS MGT.INC CLAIMS ACCOUNT Total:					7,221.88
Department 140 - EMPLOYEE BENEFITS Total:					11,550.98
Fund 035 - EMPLOYEE BENEFITS FUND Total:					11,550.98
Fund: 046 - SUNDOWN SALUTE FUND					
Department: 330 - SUNDOWN SALUTE					
Vendor: 075662 - SUNDOWN SALUTE INC					
SUNDOWN SALUTE INC	NOVEMBER 2018	12/11/2018	NOV 2018-WATER BILL DONATI...		548.00
Vendor 075662 - SUNDOWN SALUTE INC Total:					548.00
Department 330 - SUNDOWN SALUTE Total:					548.00
Fund 046 - SUNDOWN SALUTE FUND Total:					548.00
Fund: 047 - DRUG & ALCOHOL ABUSE FUND					
Department: 000 - NON-DEPARTMENTAL					
Vendor: 043380 - ADVANCE LIFE INSURANCE					
ADVANCE LIFE INSURANCE	INV0014765	12/07/2018	CITY OF JC EMPLOYER PD LIFE		1.60
Vendor 043380 - ADVANCE LIFE INSURANCE Total:					1.60
Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC					
BLUE CROSS BLUE SHIELD OF KS ..	INV0014784	12/07/2018	BLUE CROSS BLUE SHIELD		46.04
Vendor 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total:					46.04

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
Vendor: 044005 - CITY OF JC FLEX SPENDING ACCT 1074334					
CITY OF JC FLEX SPENDING ACCT..INV0014802		12/07/2018	FLEX SPENDING-1074334		62.50
Vendor 044005 - CITY OF JC FLEX SPENDING ACCT 1074334 Total:					62.50
Vendor: 001010 - INTERNAL REVENUE SERVICE					
INTERNAL REVENUE SERVICE	INV0014811	12/07/2018	FEDERAL WITHHOLDING		167.84
INTERNAL REVENUE SERVICE	INV0014812	12/07/2018	MEDICARE WITHHOLDING		61.54
Vendor 001010 - INTERNAL REVENUE SERVICE Total:					229.38
Vendor: 039125 - JCPOA					
JCPOA	INV0014804	12/07/2018	JCPOA		20.00
Vendor 039125 - JCPOA Total:					20.00
Vendor: 042540 - KANSAS DEPT OF REVENUE					
KANSAS DEPT OF REVENUE	INV0014809	12/07/2018	STATE WITHHOLDING		71.47
Vendor 042540 - KANSAS DEPT OF REVENUE Total:					71.47
Vendor: 043859 - KANSAS PUBLIC EMPLOYEES					
KANSAS PUBLIC EMPLOYEES	INV0014796	12/07/2018	KP&F		599.17
Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:					599.17
Vendor: 02713 - KAREN COMPTON					
KAREN COMPTON	INV0014806	12/07/2018	CITY OF JC EMPLOYER PAID STD		38.61
Vendor 02713 - KAREN COMPTON Total:					38.61
Department 000 - NON-DEPARTMENTAL Total:					1,068.77
Fund 047 - DRUG & ALCOHOL ABUSE FUND Total:					1,068.77
Fund: 050 - SPECIAL LAW ENFORCEMENT TRUST FUND					
Department: 440 - SPECIAL LAW ENFORCEMENT					
Vendor: 01981 - A HOMESTEAD WRECKER					
A HOMESTEAD WRECKER	1882A	12/10/2018	1882A Towing Fees #18-05875		124.00
Vendor 01981 - A HOMESTEAD WRECKER Total:					124.00
Vendor: 02794 - KANSAS LAW ENFORCEMENT MEMORIAL FOUNDATION					
KANSAS LAW ENFORCEMENT M...111918		12/07/2018	KS Law Enforcement Memorial		460.00
Vendor 02794 - KANSAS LAW ENFORCEMENT MEMORIAL FOUNDATION Total:					460.00
Vendor: 059898 - NEX-TECH					
NEX-TECH	NOVEMBER 2018	12/11/2018	DRUG TASK FORCE		2.39
Vendor 059898 - NEX-TECH Total:					2.39
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	PD Nov 2018	11/28/2018	DTF Cell November 2018		727.07
Vendor 00970 - VERIZON WIRELESS Total:					727.07
Department 440 - SPECIAL LAW ENFORCEMENT Total:					1,313.46
Fund 050 - SPECIAL LAW ENFORCEMENT TRUST FUND Total:					1,313.46
Fund: 075 - JUNCTION CITY LAND BANK FUND					
Department: 390 - JC LAND BANK					
Vendor: 02667 - SEATON PUBLISHING CO. INC.					
SEATON PUBLISHING CO. INC.	300318610	11/30/2018	NOTICE OF SALE R-13-2018: LO...		32.11
SEATON PUBLISHING CO. INC.	300318611	11/30/2018	NOTICE OF SALE R-12-2018: LO...		25.70
SEATON PUBLISHING CO. INC.	300318612	11/30/2018	NOTICE OF SALE R-14-2018: LO...		29.98
Vendor 02667 - SEATON PUBLISHING CO. INC. Total:					87.79
Department 390 - JC LAND BANK Total:					87.79
Fund 075 - JUNCTION CITY LAND BANK FUND Total:					87.79
Grand Total:					771,731.52

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	641,881.51
014 - WATER UTILITY FUND	12,753.33
015 - WASTEWATER UTILITY FUND	12,084.37
018 - STORM WATER UTILITY FUND	2,083.37
020 - BRAMLAGE PUBLIC LIBRARY FUND	44,999.71
022 - SPECIAL HIGHWAY FUND	37.33
023 - SOLID WASTE UTILITY FUND	43,322.90
035 - EMPLOYEE BENEFITS FUND	11,550.98
046 - SUNDOWN SALUTE FUND	548.00
047 - DRUG & ALCOHOL ABUSE FUND	1,068.77
050 - SPECIAL LAW ENFORCEMENT TRUST FUND	1,313.46
075 - JUNCTION CITY LAND BANK FUND	87.79
Grand Total:	771,731.52

Account Summary

Account Number	Account Name	Payment Amount
001-2-00000-0250	F.I.T PAYABLE	33,461.41
001-2-00000-0251	FICA PAYABLE	22,066.54
001-2-00000-0252	SIT PAYABLE	14,249.58
001-2-00000-0254	UNITED WAY PAYABLE	23.50
001-2-00000-0255	KPERS PAYABLE	15,196.25
001-2-00000-0256	KPFR PAYABLE	73,774.80
001-2-00000-0257	EMP MEDICAL INS PAYAB...	32,550.89
001-2-00000-0259	GARNISHMENTS PAYABLE	603.02
001-2-00000-0260	JCPOA UNION DUES PAYA...	820.00
001-2-00000-0261	AETNA DEFERRED COMP ...	5,322.37
001-2-00000-0267	DENTAL INSURANCE PAY	3,708.10
001-2-00000-0275	I.A.F.F.	1,650.00
001-2-00000-0276	FIREMANS RELIEF ASSN	366.69
001-2-00000-0279	GARNISHMENT FEE	15.00
001-2-00000-0735	TELEPHONE REIMBURSM...	281.37
001-2-00000-1282	AFLAC	2,924.77
001-2-00000-1283	GOLF COURSE FEES	130.02
001-2-00000-1287	ADVANCE LIFE	5,449.60
001-2-00000-2377	MED REIMB/DEP CARE	3,644.51
001-2-00000-2380	P & F INS. ASSOCIATION	1,014.84
001-4-04800-0000-0454	FACILITY RENTAL	75.00
001-5-00200-0000-0710	SOFTWARE MAINTENANCE	1,653.75
001-5-00200-0000-0714	REP & MAINT OF DATA P...	1,782.71
001-5-00200-0000-0735	TELEPHONE	169.96
001-5-00200-0000-0749	OTHER SERVICES	10.49
001-5-00300-0000-0666	SUBSCRIPTIONS, BOOKS &...	476.49
001-5-00300-0000-0703	ADVERTISEMENTS & PRIN...	452.61
001-5-00300-0000-0710	SOFTWARE MAINTENANCE	449.00
001-5-00300-0000-0735	TELEPHONE	756.79
001-5-00300-0000-0736	ELECTRIC UTILITIES	376.60
001-5-00300-0000-0737	GAS UTILITIES	181.09
001-5-00300-0000-0749	OTHER SERVICES	1,356.69
001-5-00300-0000-0755	OFFICE EQUIP. SVC. (SVC. ...	272.64
001-5-00300-0000-0760	PUBLICATIONS - LEGAL	106.98
001-5-00300-0000-0768	DUES	11,365.98
001-5-00302-0000-0730	HEALTH AND WELLNESS P...	1,972.90
001-5-00302-0000-0749	OTHER SERVICES	438.75
001-5-00800-0000-0735	TELEPHONE	86.72
001-5-01000-0000-0639	MATERIAL - BUILDING	252.46
001-5-01000-0000-0703	ADVERTISEMENTS & PRIN...	91.25
001-5-01000-0000-0714	REP & MAINT OF DATA P...	182.50

Account Summary

Account Number	Account Name	Payment Amount
001-5-01000-0000-0735	TELEPHONE	207.26
001-5-01000-0000-0736	ELECTRIC UTILITIES	2,407.84
001-5-01000-0000-0737	GAS UTILITIES	127.99
001-5-01000-0000-0835	CAPITAL EQUIPMENT	328,366.20
001-5-01100-0000-0735	TELEPHONE	35.01
001-5-01100-0000-0736	ELECTRIC UTILITIES	-171.98
001-5-01100-0000-0737	GAS UTILITIES	31.19
001-5-01100-0000-0749	OTHER SERVICES	47.95
001-5-01300-0000-0714	REP & MAINT OF DATA P...	318.94
001-5-01300-0000-0735	TELEPHONE	134.91
001-5-01300-0000-0736	ELECTRIC UTILITIES	497.05
001-5-01300-0000-0737	GAS UTILITIES	172.20
001-5-01300-0000-0747	MAINT & REPAIR EQUIPM...	132.50
001-5-01300-0000-0749	OTHER SERVICES	47.95
001-5-01400-0000-0736	ELECTRIC UTILITIES	273.12
001-5-01400-0000-0737	GAS UTILITIES	96.60
001-5-01400-0000-0742	MAINTAIN RUNWAY & G...	49.50
001-5-01400-0000-0749	OTHER SERVICES	99.80
001-5-01700-0000-0667	OFFICE SUPPLIES	78.26
001-5-01700-0000-0671	GOLF SUPPLIES	162.00
001-5-01700-0000-0680	IRRIGATION REPAIR	50.74
001-5-01700-0000-0714	REP & MAINT OF DATA P...	256.14
001-5-01700-0000-0715	BUILDING MAINT. & REPA...	4,443.12
001-5-01700-0000-0735	TELEPHONE	162.76
001-5-01700-0000-0736	ELECTRIC UTILITIES	3,028.50
001-5-01700-0000-0737	GAS UTILITIES	372.80
001-5-01700-0000-0747	MAINT & REPAIR EQUIPM...	2,165.20
001-5-01700-0000-0749	OTHER SERVICES	64.65
001-5-01800-0000-0603	BUILDING MAINTENANCE...	3,017.50
001-5-01800-0000-0651	PARTS FOR VEHICLES, EQU...	95.94
001-5-01800-0000-0659	MEDICAL SUPPLIES	903.50
001-5-01800-0000-0714	REP & MAINT OF DATA P...	91.25
001-5-01800-0000-0735	TELEPHONE	648.01
001-5-01800-0000-0736	ELECTRIC UTILITIES	188.30
001-5-01800-0000-0737	GAS UTILITIES	90.54
001-5-01800-0000-0765	TRAVEL & TRAINING EXP...	80.00
001-5-01800-0000-0797	CONTRACT OPERATIONS	4,185.60
001-5-01800-0000-0835	CAPITAL EQUIPMENT	7,447.92
001-5-02000-0000-0735	TELEPHONE	63.24
001-5-02100-0000-0735	TELEPHONE	120.77
001-5-02200-0000-0703	ADVERTISEMENTS & PRIN...	1,026.30
001-5-02200-0000-0735	TELEPHONE	365.93
001-5-02200-0000-0746	MAINTAIN & REPAIR VEHI...	16.10
001-5-02200-0000-0749	OTHER SERVICES	10.49
001-5-02300-0000-0603	BUILDING MAINTENANCE...	54.15
001-5-02300-0000-0651	PARTS FOR VEHICLES, EQU...	62.01
001-5-02300-0000-0666	SUBSCRIPTIONS, BOOKS &...	225.80
001-5-02300-0000-0703	ADVERTISEMENTS & PRIN...	36.39
001-5-02300-0000-0707	TOWING FEES	318.00
001-5-02300-0000-0713	REP. & MAINT. OF COM...	3,024.00
001-5-02300-0000-0714	REP & MAINT OF DATA P...	325.43
001-5-02300-0000-0735	TELEPHONE	2,468.34
001-5-02300-0000-0736	ELECTRIC UTILITIES	1,473.68
001-5-02300-0000-0737	GAS UTILITIES	196.77
001-5-02310-0000-0713	REP. & MAINT. OF COM...	150.00
001-5-02310-0000-0714	REP & MAINT OF DATA P...	3,849.99
001-5-02400-0000-0682	UNIFORMS	711.90
001-5-02400-0000-0714	REP & MAINT OF DATA P...	257.93

Account Summary

Account Number	Account Name	Payment Amount
001-5-02400-0000-0735	TELEPHONE	676.37
001-5-02400-0000-0736	ELECTRIC UTILITIES	405.59
001-5-02400-0000-0737	GAS UTILITIES	216.24
001-5-02400-0000-0835	CAPITAL EQUIPMENT	850.00
001-5-02500-0000-0611	GASES & WELDING SUPPL...	29.59
001-5-02500-0000-0632	STREET MAINTENANCE(G...	303.00
001-5-02500-0000-0651	PARTS FOR VEHICLES, EQU..	61.92
001-5-02500-0000-0662	SHOP	92.87
001-5-02500-0000-0714	REP & MAINT OF DATA P...	45.63
001-5-02500-0000-0735	TELEPHONE	346.95
001-5-02500-0000-0736	ELECTRIC UTILITIES	1,064.79
001-5-02500-0000-0737	GAS UTILITIES	134.02
001-5-02500-0000-0739	SIREN ELECTRICITY	-636.82
001-5-02500-0000-0751	CENTRAL GARAGE SERVICE	48.75
001-5-02500-0000-0755	OFFICE EQUIP. SVC. (SVC. ...	17.87
001-5-02500-0000-0762	STREET LIGHTING	17,288.88
001-5-02500-0000-0769	TRAFFIC LIGHT ELECTRICI...	828.56
001-5-02900-0000-0666	SUBSCRIPTIONS, BOOKS &...	631.91
001-5-02900-0000-0735	TELEPHONE	43.36
001-5-03000-0000-0714	REP & MAINT OF DATA P...	100.00
001-5-03000-0000-0735	TELEPHONE	212.93
001-5-03000-0000-0736	ELECTRIC UTILITIES	141.90
001-5-03000-0000-0737	GAS UTILITIES	194.01
001-5-03000-0000-0740	LEGAL FEES (OTHER THAN...	1,250.00
001-5-03000-0000-0749	OTHER SERVICES	15.72
001-5-04000-0000-0735	TELEPHONE	37.33
001-5-04000-0000-0737	GAS UTILITIES	82.08
001-5-04800-0000-0622	RECREATION SUPPLIES &...	110.00
001-5-04800-0000-0714	REP & MAINT OF DATA P...	230.45
001-5-04800-0000-0735	TELEPHONE	212.14
001-5-04800-0000-0736	ELECTRIC UTILITIES	632.52
001-5-04800-0000-0737	GAS UTILITIES	1,284.35
014-2-00000-0250	F.I.T PAYABLE	914.49
014-2-00000-0251	FICA PAYABLE	1,810.28
014-2-00000-0252	SIT PAYABLE	448.15
014-2-00000-0254	UNITED FUND PAYABLE	3.02
014-2-00000-0255	KPERS PAYABLE	1,903.14
014-2-00000-0257	EMP MEDICAL INS PAYAB...	1,279.71
014-2-00000-0259	GARNISHMENTS PAYABLE	202.96
014-2-00000-0261	AETNA DEFERRED COMP ...	351.19
014-2-00000-0267	DENTAL INSURANCE PAY	189.19
014-2-00000-0279	GARNISHMENT FEE	5.02
014-2-00000-0735	TELEPHONE REIMBURSE...	19.38
014-2-00000-1282	AFLAC	75.39
014-2-00000-1287	ADVANCE LIFE	219.50
014-2-00000-2377	MED REIMB/DEP CARE	146.34
014-5-53200-0000-0611	GASES & WELDING SUPPL...	18.49
014-5-53200-0000-0651	PARTS FOR VEHICLES, EQU..	543.88
014-5-53200-0000-0652	TOOLS	397.50
014-5-53200-0000-0662	SHOP	92.87
014-5-53200-0000-0703	ADVERTISEMENTS & PRIN...	91.24
014-5-53200-0000-0714	REP & MAINT OF DATA P...	45.63
014-5-53200-0000-0735	TELEPHONE	160.78
014-5-53200-0000-0737	GAS UTILITIES	35.87
014-5-53200-0000-0749	OTHER SERVICES	1,331.69
014-5-53200-0000-0751	CENTRAL GARAGE SERVICE	48.75
014-5-53200-0000-0755	OFFICE EQUIP. SVC. (SVC. ...	17.87
014-5-53400-0000-0652	TOOLS	397.50

Account Summary

Account Number	Account Name	Payment Amount
014-5-53400-0000-0667	OFFICE SUPPLIES	56.89
014-5-53400-0000-0668	POSTAGE & DELIVERY CH...	396.00
014-5-53400-0000-0703	ADVERTISEMENTS & PRIN...	42.82
014-5-53400-0000-0714	REP & MAINT OF DATA P...	106.68
014-5-53400-0000-0735	TELEPHONE	326.02
014-5-53400-0000-0736	ELECTRIC UTILITIES	174.09
014-5-53400-0000-0737	GAS UTILITIES	61.75
014-5-53400-0000-0747	MAINT & REPAIR EQUIPM...	17.06
014-5-53400-0000-0749	OTHER SERVICES	728.68
014-5-53400-0000-0755	OFFICE EQUIP. SVC. (SVC. ...	93.51
015-2-00000-0250	F.I.T PAYABLE	914.92
015-2-00000-0251	FICA PAYABLE	1,843.16
015-2-00000-0252	SIT PAYABLE	450.68
015-2-00000-0254	UNITED FUND PAYABLE	3.02
015-2-00000-0255	KPERS PAYABLE	1,783.53
015-2-00000-0257	EMP MEDICAL INS PAYAB...	1,181.01
015-2-00000-0259	GARNISHMENTS PAYABLE	725.45
015-2-00000-0261	AETNA DEFERRED COMP ...	356.87
015-2-00000-0267	DENTAL INSURANCE PAY	164.47
015-2-00000-0279	GARNISHMENT FEE	4.98
015-2-00000-0735	TELEPHONE REIMBURSE...	19.08
015-2-00000-1282	AFLAC	68.62
015-2-00000-1287	ADVANCE LIFE	204.63
015-2-00000-2377	MED REIMB/DEP CARE	148.52
015-5-53200-0000-0749	OTHER SERVICES	365.19
015-5-54000-0000-0611	GASES & WELDING SUPPL...	18.49
015-5-54000-0000-0651	PARTS FOR VEHICLES, EQU..	446.04
015-5-54000-0000-0662	SHOP	92.87
015-5-54000-0000-0703	ADVERTISEMENTS & PRIN...	91.24
015-5-54000-0000-0714	REP & MAINT OF DATA P...	45.63
015-5-54000-0000-0735	TELEPHONE	109.52
015-5-54000-0000-0736	ELECTRIC UTILITIES	607.37
015-5-54000-0000-0737	GAS UTILITIES	35.87
015-5-54000-0000-0749	OTHER SERVICES	60.00
015-5-54000-0000-0751	CENTRAL GARAGE SERVICE	48.75
015-5-54000-0000-0755	OFFICE EQUIP. SVC. (SVC. ...	17.87
015-5-54100-0000-0668	POSTAGE & DELIVERY CH...	396.00
015-5-54100-0000-0714	REP & MAINT OF DATA P...	106.66
015-5-54100-0000-0749	OTHER SERVICES	871.69
015-5-54700-0000-0736	ELECTRIC UTILITIES	902.24
018-2-00000-0250	F.I.T. PAYABLE	242.78
018-2-00000-0251	FICA PAYABLE	475.64
018-2-00000-0252	SIT PAYABLE	114.55
018-2-00000-0254	UNITED FUND PAYALBE	1.51
018-2-00000-0255	KPERS PAYABLE	510.63
018-2-00000-0257	EMP MEDICAL INS PAYAB...	217.33
018-2-00000-0259	GARNISHMENTS	117.69
018-2-00000-0261	DEFERRED COMP	144.65
018-2-00000-0267	DENTAL INSURANCE PAY	52.83
018-2-00000-0735	TELEPHONE REIMBURSE...	5.95
018-2-00000-1282	AFLAC	57.02
018-2-00000-1287	ADVANCE LIFE	74.22
018-2-00000-2377	FLEX SPENDING	68.57
020-5-13000-0000-0770	TAX DISTRIBUTION	44,999.71
022-5-04300-0000-0735	TELEPHONE, TELEGRAPH ...	37.33
023-2-00000-0250	F.I.T PAYABLE	1,248.31
023-2-00000-0251	FICA PAYABLE	2,381.30
023-2-00000-0252	SIT PAYABLE	563.27

Account Summary

Account Number	Account Name	Payment Amount
023-2-00000-0254	UNITED FUND PAYABLE	1.95
023-2-00000-0255	KPERS PAYABLE	2,423.69
023-2-00000-0257	EMP MEDICAL INS PAYAB...	1,129.43
023-2-00000-0261	AETNA DEFERRED COMP ...	183.77
023-2-00000-0267	DENTAL INSURANCE PAY	167.56
023-2-00000-0735	TELEPHONE REIMBURSE...	22.47
023-2-00000-1282	AFLAC	119.14
023-2-00000-1287	ADVANCE LIFE	292.28
023-2-00000-2377	MED REIMB/DEP CARE	90.90
023-5-64400-0000-0611	WELDING SUPPLIES	7.40
023-5-64400-0000-0651	PARTS FOR VEHICLES	261.79
023-5-64400-0000-0662	SHOP	92.87
023-5-64400-0000-0668	POSTAGE & DELIVERY CH...	408.00
023-5-64400-0000-0714	REP MAINT DATE PROCES...	45.62
023-5-64400-0000-0715	BUILDING MAINT. & REPA...	48.75
023-5-64400-0000-0735	TELEPHONE	212.04
023-5-64400-0000-0737	GAS UTILITIES	35.86
023-5-64400-0000-0749	OTHER SERVICES	33,462.00
023-5-64400-0000-0755	OFFICE EQUIP. SVC	17.84
023-5-64500-0000-0714	REP. & MAINT. OF DATA ...	106.66
035-5-14000-0000-0749	OTHER SERVICES	11,550.98
046-5-33000-0000-0749	OTHER SERVICES	548.00
047-2-00000-0250	F.I.T PAYABLE	167.84
047-2-00000-0251	FICA PAYABLE	61.54
047-2-00000-0252	SIT PAYABLE	71.47
047-2-00000-0256	KPFR PAYABLE	599.17
047-2-00000-0260	JCPOA UNION DUES PAYA...	20.00
047-2-00000-0267	DENTAL INSURANCE PAY	46.04
047-2-00000-1287	ADVANCE LIFE	40.21
047-2-00000-2377	MED REIMB/DEP CARE	62.50
050-5-44000-0000-0646	OPERATIONAL SUPPLIES	1,313.46
075-5-39000-0000-0760	LEGAL PUBLICATIONS	87.79
Grand Total:		771,731.52

Project Account Summary

Project Account Key	Payment Amount
None	771,731.52
Grand Total:	771,731.52

Backup material for agenda item:

- b. Consideration of November 2018 ambulance contractual obligation adjustments for \$37,984.28 and bad debt adjustments for \$22,050.14.

City of Junction City

City Commission

Agenda Memo

December 13, 2018

From: Kelly Heindel, Administrative Secretary II
To: City Commission and City Manager
Subject: **November 2018 Ambulance Adjustments**

Objective: Approval of ambulance contractual obligation adjustments and bad debt adjustments.

Explanation of Issue: Contractual obligations are required write-off adjustments by contractual insurance providers such as Medicare, Medicaid, Blue Cross, etc. Bad debt adjustments are accounts in which we have exhausted billing efforts to collect. After the bad debt adjustments, these accounts are forwarded to a collection agency and the Kansas Setoff Program.

Budget Impact:

Contractual Obligation Adjustment	\$ 37,984.28
Bad Debt Adjustment	\$ 22,050.14

Alternatives: It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Approve ambulance contractual obligation and bad debt adjustments in the amounts listed.
2. Disapprove ambulance contractual obligation and bad debt adjustments in the amounts listed.
3. Modify the proposal...
4. Table the request.

Recommendation: Staff recommends approval of adjustments as listed

Enclosures:

Backup material for agenda item:

- c. Consideration of City Commission Minutes for December 4, 2018 Meeting.

CITY COMMISSION MINUTES

December 4, 2018

7:00 p.m.

CALL TO ORDER

The scheduled meeting of the Junction City Commission was held on Tuesday, December 4, 2018 with Mayor Pat Landes presiding.

The following members of the Commission were present: Pat Landes, Phyllis Fitzgerald, Tim Brown and Jeff Underhill. Staff present was: City Manager Dinkel, City Clerk Melton, City Attorney Stites and Finance Director Miller.

PUBLIC COMMENT

Phil Irby of 235 West Spruce Street, Junction City spoke in regards to the V.F.W. Mid-Conference on December 8, 2018.

Mary Snipes of 222 East 15th Street, Junction City spoke in regards to Gun Violence.

CONSENT AGENDA

Commissioner Underhill moved, seconded by Commissioner Fitzgerald to approve the consent agenda as presented. Ayes: Landes, Fitzgerald, Brown and Underhill. Nays: None. Motion carried.

- a. Consideration of Appropriation Ordinance A-23 dated Nov 15th 2018-Nov 27th 2018 in the amount of \$1,080,303.31 and pre-approval for items listed below in the amount \$326,628.30.

Joshua Douglass \$2,500.00, Raven Aero \$850.00, Emprise Bank \$31,023.96, HDR Engineering \$51,996.16, Walters Morgan \$149,712.00, Columbia Capital \$1,290.00 and Hellas Construction \$77,646.18.

- b. Consideration of Payroll No. 23 & 24 for the Month of November.
- c. Consideration of City Commission Minutes for November 20, 2018 meeting.

SPECIAL PRESENTATIONS

The Presentation regarding the Junction City Community Partnership's Empowerment Program was presented by Rhonda Whittaker.

APPOINTMENT

The appointment of Sheila Burdett to the Metropolitan Planning Commission for a three year term was presented. City Manager Dinkel gave details and answered questions. Commissioner Fitzgerald moved to appoint Sheila Burdett to the Metropolitan Planning Commission for a three year term, seconded by Commissioner Brown. Ayes: Landes, Fitzgerald, Brown and Underhill. Nays: None. Motion carried.

NEW BUSINESS

The request to from Breaking Bread of JC, Inc. to extend the use and waiver of fees at 12th Street Community Center through calendar year 2019 on Friday evenings was presented. Debbie Savage of Breaking Bread of JC, Inc. gave details and answered questions. Commissioner Underhill moved to approve the request to from Breaking Bread of JC, Inc. to extend the use and waiver of fees at 12th Street Community Center through calendar year 2019 on Friday evenings, seconded by Commissioner Fitzgerald. Ayes: Landes, Fitzgerald, Brown and Underhill. Nays: None. Motion carried.

The request to solicit bids for the demolition of the property located at 404 North Webster Street was presented. Codes Administrator Karmann gave details and answered questions. Commissioner Fitzgerald moved to approve the request to solicit bids for the demolition of the property located at 404 North Webster Street, seconded by Commissioner Brown. Ayes: Landes, Fitzgerald, Brown and Underhill. Nays: None. Motion carried.

The Award of Bid to Interstate Glass Company to removed and replace existing ridge cap and skylight panels at the Municipal Swimming Pool in the amount of \$31,485.00 was presented. Parks and Recreation Director Lazear gave details and answered questions. Commissioner Fitzgerald moved to approve the Award of Bid to Interstate Glass Company to removed and replace existing ridge cap and skylight panels at the Municipal Swimming Pool not to exceed the amount of \$31,485.00, seconded by Commissioner Underhill. Ayes: Landes, Fitzgerald, Brown and Underhill. Nays: None. Motion carried.

Change Order No. 1, increasing costs by \$1,778.19 for K-18 Trail Lighting Improvements was presented. City Manager Dinkel gave details and answered questions. Commissioner Underhill moved to approve Change Order No. 1, increasing costs by \$1,778.19 for K-18 Trail Lighting Improvements, seconded by Commissioner Brown. Ayes: Landes, Fitzgerald, Brown and Underhill. Nays: None. Motion carried.

Ordinance No. G-1233, Adoption of the 2019 Water Rate Increases was presented. Finance Director Miller and City Manager Dinkel gave details and answered questions. Commissioner Underhill moved to approve Ordinance No. G-1233, Adoption of the 2019 Water Rate Increases, seconded by Commissioner Brown. Ayes: Landes, Fitzgerald, Brown and Underhill. Nays: None. Motion carried.

Ordinance No. G-1234, Adoption of the 2019 Wastewater Rate Increases was presented. Finance Director Miller and City Manager Dinkel gave details and answered questions. Commissioner Underhill moved to approve Ordinance No. G-1234, Adoption of the 2019 Wastewater Rate Increases, seconded by Commissioner Brown. Ayes: Landes, Fitzgerald, Brown and Underhill. Nays: None. Motion carried.

The 2018 budget amendments were presented for approval to publish and set a public hearing date. Finance Director Miller gave details and answered questions. Commissioner Brown moved to approve the 2018 budget amendments to be published and establish the public hearing date be set as December 18, 2018 at the next City Commission Meeting, seconded by Commissioner Fitzgerald. Ayes: Landes, Fitzgerald, Brown and Underhill. Nays: None. Motion carried.

The request for a one-time addition of December 24th, 2018 as a paid holiday for city employees was presented. City Intern Varnado gave details and answered questions. Commissioner Underhill moved to approve the request for a one-time addition of December 24th, 2018 as a paid holiday for city employees, seconded by Commissioner Fitzgerald. Ayes: Landes, Fitzgerald, Brown and Underhill. Nays: None. Motion carried.

MAYOR, COMMISSIONER & STAFF COMMENTS

Mayor, Commissioners and Staff provided reports on Committees and community events.

ADJOURNMENT

Commissioner Fitzgerald moved, seconded by Commissioner Underhill to adjourn at 8:01 p.m. Ayes: Landes, Fitzgerald, Brown and Underhill. Nays: None. Motion carried.

APPROVED AND ACCEPTED THIS 18TH DAY OF DECEMBER AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION MINUTES FOR DECEMBER 4, 2018.

Tammy Melton, City Clerk

Pat Landes, Mayor

December 4, 2018

3

Backup material for agenda item:

- a. Probationary Firefighter Completion presented by Fire Chief Johnson.

City of Junction City

City Commission

Agenda Memo

18 December 2018

From: Fire Chief Terry Johnson
To: Board of Commissioners
Subject: Probationary Firefighter Completion

Probation Completion:

JCFD presents to the City Commission Logan Lehmkuhl, Firefighter EMT- Paramedic

FF/EMT-P Lehmkuhl was hired on 14 November 2017 during his first year as a member of the JCFD he has completed Paramedic courses, initial training for operations of JCFD for Fire and EMS and has completed the NFPA 1002 Course recently taught at JCFD for Driver Operator Pumps and Aerial.

FF/EMT-P Lehnkuhl shows great promise for the future for JCFD

Backup material for agenda item:

- a. The Appointment of Mark Powers to a two year term on the Junction City Area Chamber of Commerce Economic Development Advisory Committee.

City of Junction City

City Commission

Agenda Memo

11/29/2018

From: Allen J. Dinkel, City Manager

To: Governing Body

Subject: Appointment of a City Appointee to the Junction City Area Chamber of Commerce Economic Development Advisory Committee (EDC) effective January 1, 2019

Objective: Appoint a city representative to the EDC for a 2 year term.

Explanation of Issue: Mark Powers 2 year term as a member of the EDC Advisory Board is ending on December 31, 2018. Mark is willing to serve another 2 year term. Mark is an excellent member of the Committee with a great attendance record. Graham Foust is the other City Appointee with 1 year remaining on his term. Graham also represents the City very faithfully.

Budget Impact: None

Staff Recommendation: Approve a two year term for Mark Powers to the Junction City Area Chamber of Commerce Economic Development Advisory Committee.

Attachments: None

Backup material for agenda item:

- a. Consideration of the 2018 Budget Amendments.

City of Junction City

City Commission - Agenda Memo

Meeting Date: December 18, 2018

From: Lindsay Miller, Finance Director

To: City Commissioners and Allen Dinkel, City Manager

Subject: **Approval of 2018 Budget Amendments**

Objective: Approval of the 2018 Budget Amendments as presented and published.

Explanation of Issue: Presented in the attached document are the 2018 budget amendments. These amendments represent the amendments needed to meet budget statutes requiring budget expenditure authority from the City Commission. Listed below are the changes with a brief explanation why an increase is needed.

<u>Budget</u>	<u>2018 Budget</u>	<u>2018 Amend Budget</u>
Capital Outlay	\$ 150,000	\$ 325,000
-Projects from last year continued into the current year which were not included as part of this year's budget.		
Water Capital Improvement	\$ 5,000,000	\$ 6,325,000
-Projects from last year continue into the current year which were not included as part of this year's budget. Funding for these project is provided through a loan with KDHE.		
Wastewater Capital Improvement	\$ 0	\$715,000
-No expenses for this fund were budgeted, but are needed to progress with the plant improvements that continued from the previous year. Funding for these project is provided through a loan with KDHE.		

Budget Impact: Each amendment is based on available cash or previously approved projects.

Alternatives: The City Commission may approve, modify, or disapprove the requested budget amendments as presented.

Recommendation: Staff recommends the approval of the budget amendments as presented.

Suggested Motion: I move to approve the budget amendments as presented. Seconded by _____.

Enclosures: Budget Amendment Forms

To the Clerk of Geary, State of Kansas
We, the undersigned, duly elected, qualified, and acting officers of
City of Junction City
certify that: (1) the hearing mentioned in the attached publication was
held;(2) after the Budget Hearing this Budget was duly approved and
adopted as the maximum expenditure for the various funds for the year.

Attested date:

Assisted by:

Address:

Email:

Governing Body

Capital Outlay	2018 Adopted Budget	2018 Proposed Budget
Unencumbered Cash Balance January 1	467,807	473,014
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Transfer In	150,000	150,000
Interest on Idle Funds		
Total Receipts	150,000	150,000
Resources Available:	617,807	623,014
Expenditures:		
Contract Services	150,000	300,000
Engineering Services		25,000
Total Expenditures	150,000	325,000
Unencumbered Cash Balance December 31	467,807	298,014

City of Junction City

2018

Adopted Budget

Water Capital Improvement	2018 Adopted Budget	2018 Proposed Budget
Unencumbered Cash Balance January 1	0	
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Loan Proceeds	5,000,000	6,125,000
Grant Proceeds		200,000
Interest on Idle Funds		
Total Receipts	5,000,000	6,325,000
Resources Available:	5,000,000	6,325,000
Expenditures:		
Contract Services	5,000,000	5,900,000
Engineering Services		425,000
Total Expenditures	5,000,000	6,325,000
Unencumbered Cash Balance December 31	0	0

[illegible]

2018

**Notice of Budget Hearing for Amending the
2018 Budget**

The governing body of

City of Junction City

will meet on the day of December 18, 2018 at 7:00 p.m. at City Hall for the
purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall
and will be available at this hearing.

Summary of Amendments

Fund	2018 Adopted Budget			2018 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Capital Outlay			150,000	325,000
Water Capital Improvement			5,000,000	6,325,000
Wastewater Capital Improvement			0	715,000
0			0	0
			0	0
			0	0

Lindsay Miller
Official Title: Finance Director

Backup material for agenda item:

- b. Consider the request from Junction City Community Partnership's Empowerment Program for the use and waiver of fees at 12th Street Community Center on the Second and Fourth Tuesday evenings of 2019.

City of Junction City

City Commission

Agenda Memo

12-13-2018

From: Allen J. Dinkel, City Manager
To: Governing Body
Subject: Consider the request from Junction City Community Partnership Empowerment Program for the use and waiver of fees at 12th Street Community Center on the Second and Fourth Tuesday evenings of 2019

Objective: Consider request for use of the 12th Street Community Center and waiver of fees.

Explanation of Issue: This program was reported on at the last meeting and after visiting with staff of the Center the request could be handled if approved by the City Commission.

Budget Impact: None

Staff Recommendation: I recommend approval

Attachments: None

Backup material for agenda item:

- c. Consideration of the Marketing Agreement with National League of Cities Service Line Warranty Program.

City of Junction City

City Commission

Agenda Memo

12-13-2018

From: Allen J. Dinkel, City Manager
To: Governing Body
Subject: National League of Cities (NLC) Service Line Warranty Program

Objective: Review and consider The National League of Cities (NLC) Service Line Warranty Program.

Explanation of Issue: Ashley Shiwarski of Utility Service Partners will present information regarding the NLC Service Line Warranty Program. This program provides an opportunity for our customers to purchase external sewer line warranty; external water line warranty; and in-home plumbing warranty. This would cover from where our customers are connected to the City line and inside their homes depending which program they choose. There is no cost to the City for the program.

In the past there were companies that reached out to residents offering such a program and we received calls about those programs. This program is endorsed by both the National League of Cities and the League of Kansas Municipalities. A number of Kansas cities are now offering this program to their residents.

Budget Impact: No impact

Staff Recommendation: When I first saw this program a couple of years ago I was not a big fan, but have seen the interest grow among other cities in Kansas and also feel some residents will want to purchase these coverages. With that I recommend approval of the Marketing Agreement.

Attachments: Information and Power Point Slides, Marketing Agreement.

MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into as of [_____, 20__] ("**Effective Date**"), by and between the City of Junction City, Kansas ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**Company**"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("**Residential Property Owner**"); and

WHEREAS, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "**Product**" and collectively, the "**Products**"); and

WHEREAS, Company is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Residential Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Residential Property Owners subject to the terms and conditions herein.

2. **Grant of License.** City hereby grants to Company a non-exclusive license ("**License**") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of Company during the Term and any Renewal Term of this Agreement.

3. **Term.** The term of this Agreement ("**Term**") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("**Renewal Term**") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this

Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. Consideration.

A. As consideration for such license, Company will pay to City a License Fee of as set forth in Exhibit A ("**License Fee**") during the term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term and any Renewal Term, due and payable on January 30th of the succeeding year. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. Indemnification. Company hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "**Indemnatee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "**Claim**"), which an Indemnatee may suffer or which may be sought against or are recovered or obtainable from an Indemnatee, as a result of or arising out of any breach of this Agreement by the Company, or any negligent or fraudulent act or omission of the Company or its officers, employees, contractors, subcontractors, or agents in the performance of services under the Products; provided that the applicable Indemnatee notifies Company of any such Claim within a time that does not prejudice the ability of Company to defend against such Claim. Any Indemnatee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

6. Notice. Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: Allen Dinkel
City of Junction City
700 N. Jefferson
Junction City, KS 66441
Phone: (785) 238-3103

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
11 Grandview Circle, Suite 100
Canonsburg, PA 15317
Phone: (866) 974-4801

7. Modifications or Amendments/Entire Agreement. Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.

8. Assignment. This Agreement and the License granted herein may not be assigned by Company other than to an affiliate or an acquirer of all or substantially all of its assets, without the prior written consent of the City, such consent not to be unreasonably withheld.

9. Counterparts/Electronic Delivery; No Third Party Beneficiary. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

10. Choice of Law/Attorney Fees. The governing law shall be the laws of the State of Kansas. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.

11. Incorporation of Recitals and Exhibits. The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

CITY OF JUNCTION CITY

Name:

Title:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name:

Title:

Name:

Title:

Exhibit A
NLC Service Line Warranty Program
City of Junction City
Term Sheet
February 27, 2017

I. Initial Term. Three years

II. License Fee. \$0.50 per Product for each month that a Product is in force for a Residential Property Owner (and for which payment is received by Company), aggregated and paid annually, for:

- a. City logo on letterhead, advertising, billing, and marketing materials
- b. Signature by City official

III. Products.

- a. External sewer line warranty (initially, \$8.49 per month; \$97.00 annually)
- b. External water line warranty (initially, \$6.49 per month; \$73.00 annually)
- c. In-home plumbing warranty (initially, \$9.99 per month; \$114.99 annually)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per year unless otherwise agreed by the parties in writing.

IV. Scope of Coverage.

- a. External sewer line warranty: Scope is from the city main tap until line daylights inside home, which includes the service line under the concrete floor.
- b. External water line warranty: Scope is from the meter and/or curb box until line daylights inside home, which includes the service line under the concrete floor
- c. In-home plumbing warranty: Scope covers residential in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry. Coverage includes broken or leaking water, sewer, or drain lines that may be embedded under the slab or basement floor. Coverage also includes repair of clogged toilets.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the In-home plumbing warranty Product via in-bound channels only.



Dear Member:

The League of Kansas Municipalities is pleased to announce a new preferred partner: the National League of Cities Service Line Warranty Program, administered by Utility Service Partners. Offered at no cost to League members, the program educates homeowners about their service line responsibilities and offers affordable protection from unanticipated service line repair costs. Homeowners in participating cities are eligible to purchase low-cost repair service plans for broken or leaking outside water and sewer lines, covering up to \$8,500 per occurrence.

Benefits to residents and municipalities include:

- Educates homeowners and reduces local officials' frustration;
- No cost for Kansas cities to participate;
- Affordable rates for residents;
- Increases citizen satisfaction.

Important features of the program:

1. Program pays for the repairs, not your residents;
2. Customers are provided with a 24/7/365 repair hotline staffed with live agents;
3. All repairs performed to local code by rigorously vetted, licensed and insured local contractors;
4. Utility Service Partners is responsible for all aspects of the program, including marketing, billing, customer service, and performing all repairs.

The League has chosen to highlight this program because Utility Service Partners, a HomeServe company, has an outstanding national reputation. Utility Service Partners is a BBB Accredited Business with an A+ rating, and they maintain a customer satisfaction rating exceeding 98%. Additionally, this is the only protection program endorsed by the National League of Cities and multiple state municipal leagues.

The League of Kansas Municipalities is here to assure the program works for Kansas cities and towns who participate. We encourage you to consider joining over 500 U.S. cities in adopting the National League of Cities Service Line Warranty Program for your municipality.

For more information, please visit www.utilitysp.net.

Sincerely,

Erik Sartorius
Executive Director
League of Kansas Municipalities



NLC Service Line Warranty Program Overview

What We Do

The NLC Service Line Warranty Program offers affordably priced emergency repair/replacement plans to address aging private sewer and water infrastructure. Customers call to receive prompt emergency repairs provided by local, licensed and insured contractors.



Water Line



Sewer Line



Interior Plumbing

Benefits to Homeowners

Many homeowners are not aware of their responsibility for their service lines until they have a repair emergency. When they call the city, they often find that they are faced with a costly repair and that the city can't help them. Over the past three years, we have performed over 1.2 million repairs, saving our customers over \$394 million!



Convenience

- 24/7/365 claims hotline, including holidays
- No need to search for a qualified contractor in an emergency



Peace of Mind/Trust

- Fully vetted, licensed and insured local contractors
- Covered repairs guaranteed for one year



Financial Protection

- No deductibles or trip fees
- Affordably priced coverage
- 30-day money-back guarantee with ability to cancel at any time

Over 500

partners across North America participate in the program!



For more information contact:

1-706-974-4801 or
partnerships@utilitysp.net

NLC NATIONAL
LEAGUE
OF CITIES
CITIES STRONG TOGETHER

Administered by

**Utility
Service**
Partners, Inc.

a HomeServe Company

Benefits to the City

The NLC Service Line Warranty Program is administered by Utility Service Partners, a HomeServe company, and offers comprehensive programs that provide these important benefits:



Customer Education

- Increasing homeowner awareness of their responsibility reduces calls to the city/utility and customer dissatisfaction with the city for not offering a solution
- The program is offered at no cost to the city
- Use of city logo promotes trust



Customer Satisfaction

- 98% customer satisfaction rating
- 9 out of 10 customers surveyed would recommend the program to friends, family and neighbors
- More than 90% of customers trust the program because of the partnership with the city



Funding for Key Initiatives

Many partners participate in a share of the revenue often utilized for:

- Low-income assistance and affordability programs
- Conservation initiatives
- Offsetting rate increases
- Infrastructure improvement projects

I was glad I had the warranty because it saved me from paying for a costly sewer line repair.

Cynthia T.
Kansas City, MO

I am thankful this service was offered to homeowners. It made a bad situation completely trouble-free. Thanks for everything.

J. Talbert
Albemarle, NC

For more information contact:

71 **66-974-4801** or
partnerships@utilitysp.net



NLC Service Line Warranty Program Highlights

- The only utility line warranty program endorsed by the National League of Cities (NLC)
- Endorsed by multiple state leagues
- Over 500 municipalities and utilities participating nationwide
- No cost to or liability for the city to participate
- Ongoing revenue stream for city
- Educates homeowners about their lateral line responsibilities
- Utility Service Partners (USP) handles all marketing and management of the program
- 24/7/365 bilingual customer service
- All repairs performed to city code by local, licensed contractors
- Reduces calls from residents to City Hall for lateral water and sewer line issues
- Homeowner billed by NLC Service Line Warranty Program
- Provides residents an affordable solution that covers cost of repairs to water and sewer lines for which the homeowner is responsible
- No public funds are used in the marketing, distribution or administration of the NLC Service Line Warranty Program
- The NLC Service Line Warranty Program must be supported by the city into which it is being introduced before any warranty offer letters are mailed to homeowners in the community

PARTICIPATING CITIES (SAMPLE OF OVER 500)

Phoenix, AZ	Ottawa, KS	Independence, MO
Tucson, AZ	Elsmere, KY	Las Vegas, NV
San Diego, CA	Baltimore, MD	Dayton, OH
Ft. Lauderdale, FL	Beverly Hills, MI	Tulsa, OK

NLC SERVICE LINE WARRANTY PROGRAM BENEFITS

CITY

- Provides non-tax revenue stream without any investment
- Reduces calls to City/Public Works when a homeowner's line fails
- Contractors undergo rigorous vetting process to ensure quality service
- Reduces costs associated with sending Public Works to residents' homes to assess lateral line issues
- Keeps money in the local economy by using contractors in the metro area
- Contractors must be current with insurance and required licenses

RESIDENTS

- Affordable utility line repair solution for families on a budget
- Educates homeowners about their service line responsibilities
- Prevents aggravation of having to find a reliable, reputable plumber
- Peace of mind – with one toll-free call a reputable plumber is dispatched
- Keeps money in the homeowner's pocket; without warranty, repairs cost from hundreds to thousands of dollars
- No service fees or deductibles and no paperwork or forms to complete

ACCOLADES & ACCOMPLISHMENTS



BBB Torch Award for Marketplace Ethics
Trust • Performance • Integrity
2013 Winner
Western Pennsylvania Better Business Bureau®

- Accredited Better Business Bureau member with A+ rating for nearly a decade
- 2013 Western Pennsylvania Better Business Bureau Torch Award winner for Marketplace Ethics

- The **only** utility line warranty program endorsed by the National League of Cities
- **More than 97%** of all submitted claims are approved
- **A customer satisfaction rating of 98%**
- **9 of 10 customers surveyed** have recommended the program to friends, family and neighbors

City of Junction City, KS

WE JUNCTION



NLC
NATIONAL
LEAGUE
OF CITIES
CITIES STRONG TOGETHER

Ashley Shiwarski

724-749-1097

ashiwarski@utilitysp.net





Service Line Warranty Program



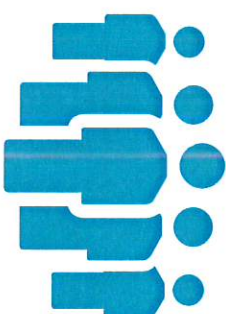
WHY CHOOSE UTILITY SERVICE PARTNERS?



EXPERIENCE



REPUTATION



PARTNERSHIP



BBB Torch Award for Marketplace Ethics

Trust • Performance • Integrity

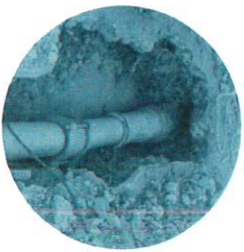
2013 Winner
Western Pennsylvania Better Business Bureau®



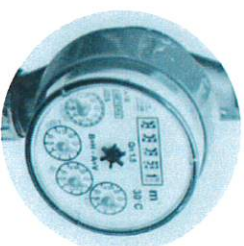
This award underscores one of the primary reasons the National League of Cities selected USP as a partner and extended our agreement for another five years. The organization's exemplary record of customer service and transparency is what has driven the success of this partnership over the years.

— Clarence Anthony, Executive Director
National League of Cities

OUR SERVICE AND WHAT IT COVERS



SEWER/SEPTIC LATERAL
COVERAGE



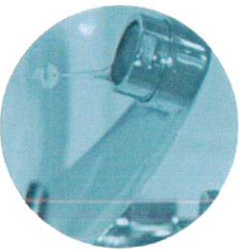
WATER LINE
COVERAGE

Homeowner repair protection for leaking, clogged or broken water and sewer lines from the point of utility connection to the home exterior

Coverage includes:

- Educating homeowners about their service line responsibilities
- Up to \$8,500 coverage per repair incident
- Includes coverage for thawing of frozen external water lines
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods

OUR SERVICE AND WHAT IT COVERS



INTERIOR PLUMBING
AND DRAINAGE

Coverage includes:

- Up to \$3,000 coverage per repair incident.
- Repair of clogged toilets
- Includes coverage for broken or leaking water, sewer, or drain lines under the slab or basement floor
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods

Homeowner repair protection for in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry

MARKETING APPROACH

- No Public Funds are used in marketing, distribution, or administration of the program.
- Only market by direct mail, no telemarketing
- Would never mail without your review and approval of marketing material before each and every campaign
- Limited mailing campaigns per year
- Consumer friendly marketing
- Always voluntary for the homeowner
- Consumers can enroll one of three ways:
 - Calling into our toll free number that is provided on the mailing;
 - Returning the bottom of the letter to us in the self addressed stamped envelope provided
 - Visiting our consumer website www.slwofa.com at any time





Service Line Warranty Program



OVER 550 MUNICIPAL PARTNERS IN 38 STATES

...INCLUDING 15 IN THE STATE OF KANSAS

Alabama
Arkansas
Arizona
California
Colorado
Connecticut
Florida
Georgia
Iowa
Illinois
Indiana
Kansas
Kentucky

Louisiana
Maryland
Maine
Michigan
Minnesota
Missouri
North Carolina
Nebraska
New Jersey
New Mexico
New York
Nevada
Ohio

Oklahoma
Oregon
Pennsylvania
South Carolina
South Dakota
Texas
Utah
Virginia
Washington
West Virginia
Wisconsin
Wyoming





Service Line Warranty Program



CURRENT KANSAS PARTNERS

City of El Dorado

City of Ottawa

City of Prairie Village

City of Dodge City

City of Lindsborg

City of Roeland Park

City of Marion

City of Hutchinson

City of Garden City

City of Hillsboro

City of Derby

City of Edwardsville

Kansas City Board of Public

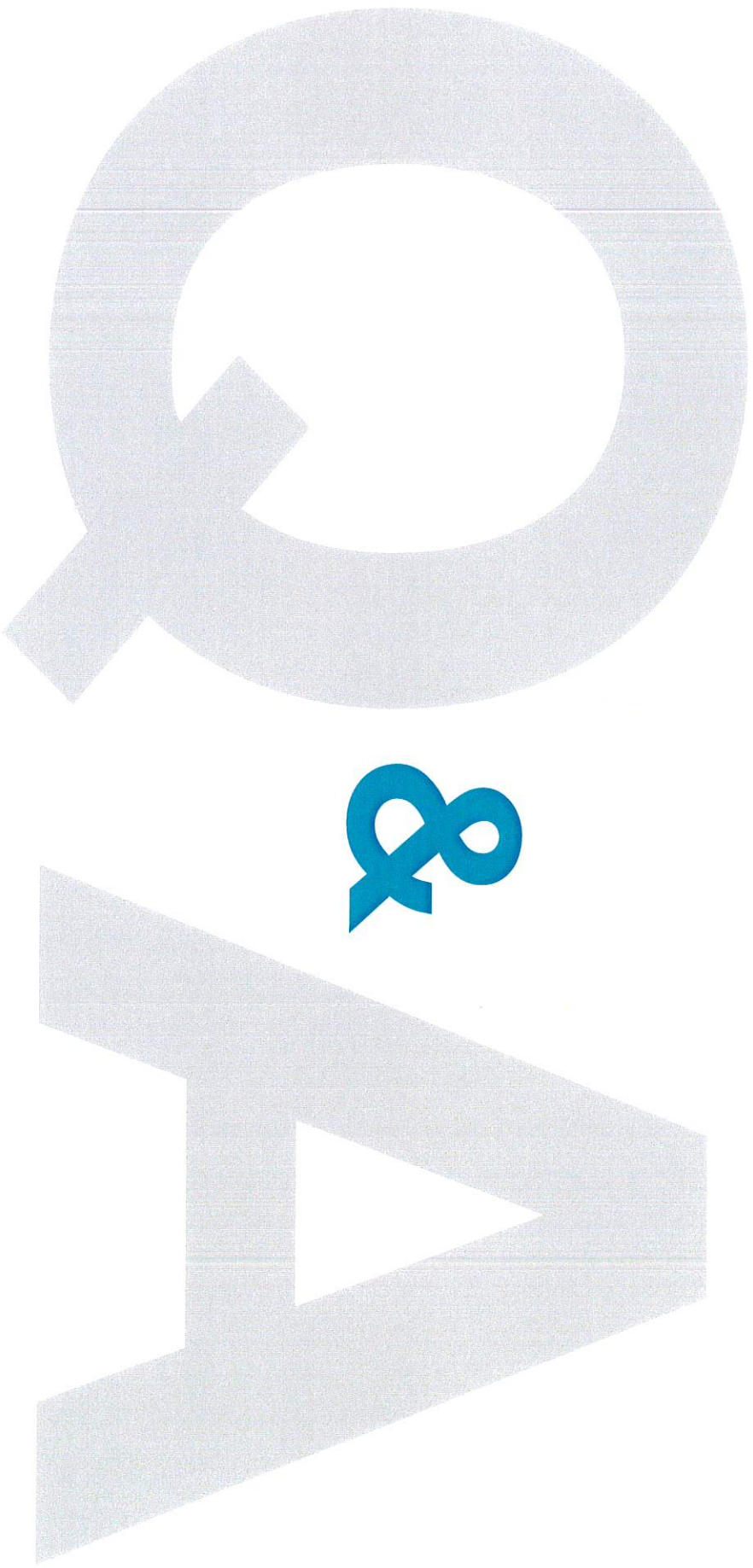
City of Leavenworth

Utilities

City of Liberal



Service Line Warranty Program



Backup material for agenda item:

- d. Consider the request from the Junction City Housing Authority to Waive 2017 Payment in Lieu of Taxes.

City of Junction City

City Commission

Agenda Memo

12-13-2018

From: Allen J. Dinkel, City Manager
To: Governing Body
Subject: **Consider Request from Junction City Housing
Authority to Waive 2017 Payment in Lieu of Taxes
(PILOT)**

Objective: Consider request from Junction City Housing Authority.

Explanation of Issue: Amanda Sims, Executive Director of the Junction City Housing Authority met with me regarding this request. A letter from here is attached. They wish to have the 2017 PIOLOT waived so funds are available for renovation projects.

Budget Impact: This would be \$16,156.73 less in receipts for 2017, but this will allow renovation to keep that public housing stock in good condition.

Staff Recommendation: I would recommend approval to waive the 2017 PILOT.

Attachments: Letter of Request



JUNCTION CITY HOUSING AUTHORITY

1202 Country Club Lane ♦ Junction City, KS 66441

Telephone: 785.238.5882 ♦ Fax: 785.238.1217

December 11, 2018

Mr. Allen Dinkel
City Manager
City of Junction City
700 N. Jefferson Street
Junction City, KS 66441

Dear Mr. Allen Dinkel:

Thank you for your timely response and meeting with me on November 29th regarding the waiver of our agency's 2017 PILOT in the amount of \$16,156.73. Our request to waive PILOT is to allow our agency to continue to provide needed housing renovations for our residents. As stated in our meeting, our agency oversees 118 units.

Currently we have 13 units in our community that are pulled down off-line for interior modernization projects. Our modernization projects include but are not limited to replacement of all interior and some exterior doors, door trim, window trim, cabinets, countertops, appliances, bathtubs and shower surrounds, electrical fixtures as needed, flooring and in some instances windows. We also have identified another 4 units that will be coming up that will need to be pulled off-line along with several buildings that will need new roofs over the next couple of years.

HUD funding allows us to address a lot of these issues, but as you are aware from our conversations, funding has been cut back over the last several years. We would be very appreciative for the City of Junction City to consider and approve to waive our agency's PILOT to enable us to continue with our on-going modernization projects to assist in improving our units for the residents in the community that we serve. To waive the PILOT will obviously not address all the projects and units that I listed above but would allow us to at least get a few of them finished out and ready to lease back up for sure.

Thank you again for your consideration in this request. If you should have any questions or need additional information, please feel free to contact me at (785) 238-5882, ext. 203.

Sincerely,

Amanda Sims, PHM
Executive Director
Junction City Housing Authority



Backup material for agenda item:

- e. Consideration of Resolution No. R-2884, Authorizing the Redemption and Payment of its Taxable Multifamily Residential Revenue Bonds, Series 2006 and Series 2007.

City of Junction City

City Commission

Agenda Memo

12-13-2018

From: Allen J. Dinkel, City Manager

To: Governing Body

Subject: RESOLUTION No. 2884 AUTHORIZING THE REDEMPTION AND PAYMENT OF ITS TAXABLE MULTIFAMILY RESIDENTIAL RENTAL REVENUE BONDS, SERIES 2006 AND SERIES 2007

Objective:

Explanation of Issue: Eagle Landing is negotiating for the sale of the apartment complex financed with Industrial Revenue Bonds in 2006 and 2007. If the sale closes, Eagle Landing needs to be in a position to act quickly to be able to transfer the property. If the sale does not close, Eagle Landing wants to continue with the current bond issue. Attached are materials from Gilmore and Bell regarding this transaction.

Budget Impact: None

Staff Recommendation: I recommend approval of Resolution No. 2884

Attachments: Information on Redemption and Payment of Taxable Multifamily Residential Rental Revenue Bonds.

[Company Letterhead]

December __, 2018

City of Junction City, Kansas
700 N. Jefferson
Junction City, KS 66441

KS StateBank
555 Poyntz Avenue
Manhattan, Kansas 66502

Re: City of Junction City, Kansas
Taxable Multifamily Residential Rental Revenue Bonds, Series 2006 and Series 2007
(Eagle Landing Partners, L.L.C.) (the "Bonds")

Ladies and Gentlemen:

The Bonds maturing on and after January 1, 2019 are subject to redemption at any time upon our instructions to you.

Eagle Landing Partners, L.L.C. (the "Company") hereby instructs you to call for redemption all outstanding Bonds, subject to the terms herein. The Company also requests that KS StateBank, as sole bondowner of the Bonds, execute a waiver of the right to receive a notice of redemption pursuant the Bond Agreement, dated as of September 13, 2006, as amended and supplemented by Supplemental Bond Agreement No. 1, dated November 28, 2007, authorizing and securing the Bonds.

We hereby further advise that the Company elects to exercise its option to purchase the Project as described in Section 17.1 of the Lease, dated as of September 13, 2006, as amended and supplemented by Supplemental Lease No. 1, dated as of November 28, 2007 between the City of Junction City, Kansas, as Issuer, and the Company, as Tenant, as authorized by Ordinances No. S-2850 and S-2981 of the Issuer, subject to the terms herein.

The redemption of the Bonds and the exercise of the option to purchase the Project is contingent and conditioned upon the simultaneous completion of a pending sale of the Project by the Company to a third party purchaser, which is proposed to occur in December 2018. In any event, if the sale of the Project is not closed by February 28, 2019, this notice will be deemed null and void and the Bonds shall remain outstanding.

Very truly yours,

EAGLE LANDING PARTNERS, L.L.C.

By: _____
Name:
Title:

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF JUNCTION CITY, KANSAS
HELD ON DECEMBER 18, 2018**

The governing body met in regular session at the usual meeting place in the City Commission on December 18, 2018, at 7:00 p.m., the following members being present and participating, to wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS AUTHORIZING THE REDEMPTION AND PAYMENT OF ITS TAXABLE MULTIFAMILY RESIDENTIAL RENTAL REVENUE BONDS, SERIES 2006 AND SERIES 2007, (EAGLE LANDING PARTNERS, L.L.C.) AND THE SALE AND CONVEYANCE OF CERTAIN PROPERTY TO EAGLE LANDING PARTNERS, L.L.C.

Thereupon, Commissioner _____ moved that said Resolution be adopted. The motion was seconded by Commissioner _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Aye: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. _____ and was signed by the Mayor and attested by the Clerk.

* * * * *

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting hereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Junction City, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

Clerk

RESOLUTION NO. 2884

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS AUTHORIZING THE REDEMPTION AND PAYMENT OF ITS TAXABLE MULTIFAMILY RESIDENTIAL RENTAL REVENUE BONDS, SERIES 2006 AND SERIES 2007, (EAGLE LANDING PARTNERS, L.L.C.) AND THE SALE AND CONVEYANCE OF CERTAIN PROPERTY TO EAGLE LANDING PARTNERS, L.L.C.

WHEREAS, pursuant to Ordinances No. S-2850 and S-2981 and the Bond Agreement dated as of September 13, 2006, as amended and supplemented by Supplemental Bond Agreement No. 1, dated November 28, 2007, the City of Junction City, Kansas (the "Issuer") has previously issued its Taxable Multifamily Residential Rental Revenue Bonds, Series 2006 and Series 2007 (Eagle Landing Partners, L.L.C.) in the original aggregate principal amounts of \$9,605,000 and 1,000,000, respectively, (the "Bonds") to finance the cost of acquiring, constructing, improving and equipping a certain facility to be used for commercial purposes (the "Project") and leased to Eagle Landing Partners, L.L.C., a Kansas limited liability company (the "Tenant"), pursuant to a Lease dated as of September 13, 2006, as amended and supplemented by Supplemental Lease No. 1, dated as of November 28, 2007, between the City and the Tenant (the "Lease"); and

WHEREAS, the Tenant desires to provide for the payment of all outstanding Bonds, the redemption premium and interest thereon accruing to the redemption date, contingent and conditioned upon on the completion of a sale and transfer of the Project (as defined in the Bond Agreement) by the Tenant to a third party purchaser which is now pending; and

WHEREAS, to facilitate a completion and closing of Tenant's pending sale of the Project to a third party purchaser, the Tenant desires to exercise its option to purchase the Project under Section 17.1 of the Lease, and is permitted to do so as it is not in default under the Lease; and

WHEREAS, the Tenant has provided the Issuer and KS StateBank, Manhattan, Kansas (the "Bank") a written notice to redeem all outstanding Bonds and to exercise its option to purchase the Project effective upon and simultaneously with the completion of the pending sale of the Project by the Tenant; and

WHEREAS, simultaneously with the closing on the pending sale of the Project, Tenant will deposit a sum sufficient for the payment of all outstanding Bonds, the redemption premium (if any) and interest thereon with the Bank, as paying agent and sole owner of the outstanding Bonds.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

Section 1. The Mayor and Clerk are authorized and directed to execute and deliver a special warranty deed, a bill of sale and a release of Lease, in substantially the forms submitted to the Governing Body concurrently with the adoption of this Resolution (collectively, the "Transfer Documents"). The Clerk is directed to deliver the executed Transfer Documents to the Bank (or at the direction of the Bank, to the escrow/ closing agent for Tenant's pending sale transaction) for recording upon deposit of sufficient funds to pay the purchase option price as specified in the Lease and to provide for the redemption of the outstanding Bonds on the date the Project is sold and transferred by the Tenant.

Section 2. The Mayor and Clerk are hereby further authorized and directed to sign such other instruments and certificates as shall be necessary and desirable in connection with this Resolution, and are hereby further authorized to take such further actions as may be necessary to accomplish the purposes of this Resolution.

Section 3. The Bank is hereby directed to take all action necessary to accomplish the purpose of this Resolution.

Section 4. This Resolution shall become effective upon adoption by the City Commission. In the event the Tenant does not close and complete its pending sale of the Project by February 28, 2019, Tenant's election to purchase the Project pursuant to Section 17.1 of the Lease shall be deemed withdrawn and rescinded, and this Resolution shall become null and void and of no effect, and the Lease shall remain in full force and effect enforceable in accordance with its terms. In such case the executed Transfer Documents shall be forthwith returned to the Clerk.

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ADOPTED by the governing body of the City of Junction City, Kansas on December 18, 2018.

CITY OF JUNCTION CITY, KANSAS

Mayor

[SEAL]

Attest:

By: _____
Clerk

THIS CONVEYANCE IS FOR THE PURPOSE OF RELEASING SECURITY FOR A DEBT OR OTHER OBLIGATION AND IS EXEMPT FROM THE REQUIREMENTS OF A SALES VALIDATION QUESTIONNAIRE PURSUANT TO K.S.A. 79-1437e(2).

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made December ___, 2018 between the City of Junction City, Kansas, a municipal corporation, as Grantor, and Eagle Landing Partners, L.L.C., a Kansas limited liability company, as Grantee;

WITNESSETH, that said Grantor, in furtherance of the terms of a certain Lease dated as of September 13, 2006, as amended and supplemented by Supplemental Lease No. 1, dated November 28, 2007, between Grantor and Grantee, and as authorized by a Resolution duly adopted by the governing body of the Grantor, and by these presents does hereby convey to Grantee, its successors and assigns, all the following described real estate in Geary County, Kansas:

(see attached Exhibit A for legal description)

for the sum of \$100.00 and other valuable consideration;

TO HAVE AND TO HOLD, the premises described, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining, to Grantee and to its successors and assigns forever; and Grantor hereby covenants that the premises are free and clear of all encumbrances whatsoever, except (a) those to which the title was subject on the date of conveyance to Grantor, or to which title became subject with Grantee's written consent, or which resulted from any failure of Grantee to perform any of its covenants or obligations under the Lease from Grantor referred to above, (b) taxes and assessments, general and special, if any, and (c) the rights, titles and interests of any party having condemned or attempting to condemn title to, or the use for a limited period of, all or any part of the premises conveyed; and that it will warrant and defend the title to the premises to Grantee and Grantee's successors and assigns forever against the lawful claims and demands of anyone claiming by, through or under it.

IN WITNESS WHEREOF, Grantor has executed this deed and affixed its corporate seal on the day and year first above written.

[SEAL]

ATTEST:

CITY OF JUNCTION CITY, KANSAS
a municipal corporation

Tammy Melton, Clerk

Pat Landes, Mayor

STATE OF KANSAS)
) SS:
COUNTY OF GEARY)

The foregoing instrument was acknowledged before me this ____ day of December, 2018 by Pat Landes, Mayor, and Tammy Melton, Clerk, of the City of Junction City, Kansas, on behalf of said City.

[SEAL]

Notary Public

My appointment expires:

BILL OF SALE

In furtherance of the terms of a certain Lease dated as of September 13, 2006, as amended and supplemented by Supplemental Lease No. 1, dated November 28, 2007, between the City of Junction City, Kansas, as Assignor, and Eagle Landing Partners, L.L.C., a Kansas limited liability company, as Assignee, and for valuable consideration, Assignor hereby transfers, assigns and conveys to Assignee, all personal property purchased with the proceeds of the City of Junction City, Kansas, Taxable Multifamily Residential Rental Revenue Bonds, Series 2006 and Series 2007 (Eagle Landing Partners, L.L.C.).

[SEAL]

ATTEST:

CITY OF JUNCTION CITY, KANSAS
a municipal corporation

Tammy Melton, Clerk

Pat Landes, Mayor

STATE OF KANSAS)
) SS:
COUNTY OF GEARY)

The foregoing instrument was acknowledged before me this ____ day of December, 2018 by Pat Landes, Mayor, and Tammy Melton, Clerk, of the City of Junction City, Kansas, on behalf of said City.

[SEAL]

Notary Public

My appointment expires:

RELEASE OF LEASE

WHEREAS, the City of Junction City, Kansas (the "Issuer") has heretofore entered into a Lease dated as of September 13, 2006, as amended and supplemented by Supplemental Lease No. 1, dated November 28, 2007 (the "Lease") between the Issuer and Eagle Landing Partners, L.L.C., a Kansas limited liability company (the "Tenant"), notice of which is recorded in the office of the Geary County Register of Deeds, as follows:

- Notice of Lease, Misc. Book 69, Page 1689
- Assignment of Lease and Security Agreement, Misc. Book 69, Page 1691
- UCC Financing Statement, FS. No. 06-5146, Vol. 77, Page 80(1)A
- Notice of Supplemental Lease, Misc. Book 73, Page 880
- Assignment of Supplemental Lease and Security Agreement, Misc. Book 73, Page 882
- Collateral Assignment of Supplemental Lease, Misc. Book 73, Page 885
- UCC Financing Statement, FS. No. 07-6170, Vol. 77, Page 80(1)A

; and

WHEREAS, the Issuer assigned its interest in the Lease to KS StateBank, Manhattan, Kansas (the "Bank"), acting as paying agent for the Issuer and others for the purpose of enforcement of the Tenant's covenants under the Lease; and

WHEREAS, the Tenant has exercised its option to purchase the facility described in the Lease (the "Project") from the Issuer; and

WHEREAS, all of the Tenant's obligations to the Issuer under the Lease have been satisfied;

THEREFORE, the property described in the attached ***Schedule I*** is hereby released from any claim of the Issuer and the Bank under the Lease as of December ___, 2018.

CITY OF JUNCTION CITY, KANSAS

[SEAL]

By: _____

Pat Landes, Mayor

ATTEST:

By : _____

Tammy Melton, Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF GEARY)

The foregoing instrument was acknowledged before me this ____ day of December 2018 by Pat Landes, Mayor, and Tammy Melton, Clerk, of the City of Junction City, Kansas, on behalf of said City.

[SEAL]

By: _____
Notary Public

My appointment expires: _____

KS StateBank
Manhattan, Kansas

By: _____
Name: _____
Title: _____

STATE OF KANSAS)
) SS:
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of December, 2018 by _____ as _____ of KS StateBank, Manhattan, Kansas, a state banking association or corporation.

[SEAL]

Notary Public

My appointment expires: _____
Date

SCHEDULE I

The following property acquired by the City of Junction City, Kansas (the "Issuer") in connection with the issuance by the Issuer of its Taxable Multifamily Residential Rental Revenue Bonds, Series 2007 (Eagle Landing Partners, L.L.C.) (the "Series 2007 Bonds"):

Section 1:

(a) The following described real estate in Geary County, Kansas:

(see attached Exhibit A for legal description)

said real property constituting the "Land" as referred to in the Bond Agreement and the Lease entered into by the Issuer in connection with the issuance of the Series 2006 Bonds and Series 2007 Bonds, subject to the following ("Permitted Encumbrances"):

All liens, easements and rights-of-way of record.

(b) All buildings now located on the Land, and all buildings, building additions, improvements, machinery and equipment constructed, located or installed on the Land, all or any portion of the costs of which were paid from the proceeds of the Issuer's Series 2006 Bonds and Series 2007 Bonds, and which constitute "Improvements" as defined in the Bond Agreement, together with any substitutions or replacements therefor, the property described in paragraphs (a) and (b) of this *Schedule I* together constituting the "Project" as referred to in the Bond Agreement and the Lease.

Section 2: All property constituting the Project Additions as described in the Supplemental Lease dated as of the Issue Date of the Series 2007 Bonds between the Issuer and Eagle Landing Partners, L.L.C., as the Tenant.

Section 3: The real estate described in Section 1 shall constitute the "Land" and all the property (land, buildings, machinery and equipment) described in Sections 1 and 2 of this *Schedule I* together with all replacements or substitutions therefor shall now be considered to constitute the "Project," as referred to in said Lease dated the Issue Date of the Series 2006 Bonds and in the Supplemental Lease dated the Issue Date of the Series 2007 Bonds, by and between the same parties.

PAYING AGENT'S RECEIPT AND CERTIFICATION

Re: City of Junction City, Kansas
Eagle Landing Partners, L.L.C. Revenue Bonds, Series 2006 and Series 2007
(Eagle Landing Partners, L.L.C.) (the "Bonds")

The undersigned, on behalf of KS StateBank, Manhattan, Kansas (the "Bank"), as paying agent with respect to the referenced Bonds, hereby certifies that as of the date hereof, the Bank has received sufficient funds to pay the principal of, premium if any, and interest on the Bonds. As of the date hereof, no Bonds remain outstanding under the Bond Agreement dated September 13, 2006, as amended and supplemented by Supplemental Bond Agreement No. 1, dated November 28, 2007, authorizing and securing the Bonds, and all fees and expenses of the Bank in connection with such Bonds have been paid in full.

Dated: _____, 2018

KS StateBank
Manhattan, Kansas

[SEAL]

By: _____
Name:
Title:

BONDHOLDER CONSENT TO REDEMPTION

Re: City of Junction City, Kansas
Taxable Multifamily Residential Rental Revenue Bonds, Series 2006 and Series 2007
(Eagle Landing Partners, L.L.C.) (the "Bonds")

The undersigned, being a duly authorized representative of KS StateBank, the sole owner of 100% of the outstanding principal amount of the referenced Bonds, hereby consents to the redemption and payment of all outstanding Bonds as of the date of the sale by Eagle Landing Partners, L.L.C. of the Project financed with the Bonds, at the redemption price set forth in the Bond Agreement dated as of September 13, 2006, as amended and supplemented by Supplemental Bond Agreement No. 1, dated as of November 28, 2007 (the "Bond Agreement") authorizing and securing the Bonds, and waives any notice of such redemption as may be required by the Bond Agreement.

Dated: _____, 2018

KS StateBank
Manhattan, Kansas

By: _____
Name:
Title:

BONDHOLDER'S RECEIPT

Re: City of Junction City, Kansas
Taxable Multifamily Residential Rental Revenue Bonds, Series 2006 and Series 2007
(Eagle Landing Partners, L.L.C.) (the "Bonds")

The undersigned, being a duly authorized representative of KS StateBank, the sole owner of 100% the outstanding principal amount of the referenced Bonds, hereby acknowledges payment of all outstanding principal and interest due on the Bonds on December __, 2018 (the "Redemption Date"), as well as actual payment of all interest and premium due on the Bonds prior to the Redemption Date, and acknowledges full receipt of all payments due with respect to the Bonds and full satisfaction of all obligations of the City of Junction City, Kansas, as issuer of the Bonds, with respect thereto, as well as the obligations of any guarantors of principal and interest on the Bonds with respect thereto.

Dated: _____, 2018

KS StateBank
Manhattan, Kansas

By: _____
Name:
Title:

Exhibit "A"
Legal Description

Lot 1, Block 1, EAGLE LANDING ADDITION to Junction City, Kansas, being a Replat of a portion of the Madison Street right-of-way, a portion of EMPSON ADDITION, and all of Lots 1 and 2, Block 2, TACKWELL ADDITION, and all of JOHN F. SCHIPPERT'S ADDITION TO JUNCTION CITY, Geary County, Kansas.

EXCEPT:

A tract of land located in EAGLE LANDING ADDITION, Junction City, Geary County, Kansas and described as follows:

Commencing at the Northwest corner of said EAGLE LANDING ADDITION, said point also being the intersection of the Southerly Right of Way line of Tackwell Road and the Easterly Right of Way line of Jackson Street; thence on an assumed bearing of North 72 degrees 19 minutes 20 seconds East along said Southerly Right of Way, a distance of 231.62 feet; thence South 17 degrees 40 minutes 40 seconds East, a distance of 78.03 feet to Point of Beginning of the tract to be described; thence North 89 degrees 11 minutes 34 seconds East, a distance of 22.03 feet; thence South 00 degrees 48 minutes 26 seconds East, a distance of 4.00 feet; thence North 89 degrees 11 minutes 34 seconds East, a distance of 20.05 feet; thence South 00 degrees 48 minutes 26 seconds East, a distance of 44.00 feet; thence South 89 degrees 11 minutes 34 seconds West, a distance of 20.05 feet; thence North 00 degrees 48 minutes 26 seconds West, a distance of 4.00 feet; thence South 89 degrees 11 minutes 34 seconds West, a distance of 22.03 feet; thence North 00 degrees 48 minutes 26 seconds West, a distance of 44.00 feet to the Point of Beginning.

AND EXCEPT:

A tract of land located in EAGLE LANDING ADDITION, Junction City, Geary County, Kansas and described as follows:

Commencing at the Northwest corner of said EAGLE LANDING ADDITION, said point also being the intersection of the Southerly Right of Way line of Tackwell Road and the Easterly Right of Way line of Jackson Street; thence on an assumed bearing of North 72 degrees 19 minutes 20 seconds East along said Southerly Right of Way, a distance of 142.43 feet; thence South 17 degrees 40 minutes 40 seconds East, a distance of 12.86 feet to Point of Beginning of the tract to be described; thence North 71 degrees 44 minutes 34 seconds East, a distance of 44.00 feet; thence South 18 degrees 15 minutes 26 seconds East, a distance of 22.03 feet; thence North 71 degrees 44 minutes 34 seconds East, a distance of 4.00 feet; thence South 18 degrees 15 minutes 26 seconds East, a distance of 120.31 feet; thence South 71 degrees 44 minutes 34 seconds West, a distance of 4.00 feet; thence South 18 degrees 15 minutes 26 seconds East, a distance of 22.03 feet; thence South 71 degrees 44 minutes 34 seconds West, a distance of 44.00 feet; thence North 18 degrees 15 minutes 26 seconds West, a distance of 22.03 feet; thence North 71 degrees 44 minutes 34 seconds East, a distance of 4.00 feet; thence North 18 degrees 15 minutes 26 seconds West, a distance of 120.31 feet; thence South 71 degrees 44 minutes 34 seconds West, a distance of 4.00 feet; thence North 18 degrees 15 minutes 26 seconds West, a distance of 22.03 feet to the Point of Beginning.

AND EXCEPT:

A tract of land located in EAGLE LANDING ADDITION, Junction City, Geary County, Kansas and described as follows:

Commencing at Northwest corner of said EAGLE LANDING ADDITION said point also being the intersection of the Southerly Right of Way line of Tackwell Road and the Easterly Right of Way line of Jackson Street; thence on an assumed bearing of North 72 degrees 19 minutes 20 seconds East along said Southerly Right of Way, a distance of 23.42 feet; thence South 17 degrees 40 minutes 40 seconds East, a distance of 12.94 feet to Point of Beginning of the Tract to be described; thence North 71 degrees 44 minutes 34 seconds East, a distance of 44.00 feet; thence South 18 degrees 15 minutes 26 seconds East, a distance of 22.03 feet; thence South 71 degrees 44 minutes 34 seconds West, a distance of 4.00 feet; thence South 18 degrees 15 minutes 26 seconds East, a distance of 40.10 feet; thence North 71 degrees 44 minutes 34 seconds East, a distance of 4.00 feet; thence South 18 degrees 15 minutes 26 seconds East, a distance of 22.03 feet; thence South 71 degrees 44 minutes 34 seconds West, a distance of 44.00 feet; thence North 18 degrees 15 minutes 26 seconds West, a distance of 22.03 feet; thence South 71 degrees 44 minutes 34 seconds West, a distance of 4.00 feet; thence North 18 degrees 15 minutes 26 seconds West, a distance of 40.10 feet; thence North 71 degrees 44 minutes 34 seconds East, a distance of 4.00 feet; thence North 18 degrees 15 minutes 26 seconds West, a distance of 22.03 feet to the Point of Beginning.

AND EXCEPT:

A tract of land located in EAGLE LANDING ADDITION, Junction City, Geary County, Kansas, and described as follows:

Commencing at the Northwest corner of said EAGLE LANDING ADDITION said point also being the intersection of the Southerly Right of Way line of Tackwell Road and the Easterly Right of Way line of Jackson Street; thence on an assumed bearing of South 18 degrees 15 minutes 26 seconds East along said Easterly Right of Way line a distance of 113.07 feet; thence North 71 degrees 44 minutes 34 seconds East, a distance of 23.29 feet to Point of Beginning of the tract to be described; thence North 71 degrees 44 minutes 34 seconds East, a distance of 44.00 feet; thence South 18 degrees 15 minutes 26 seconds East, a distance of 22.03 feet; thence South 71 degrees 44 minutes 34 seconds West, a distance of 4.00 feet; thence South 18 degrees 15 minutes 26 seconds East, a distance of 120.31 feet; thence North 71 degrees 44 minutes 34 seconds East, a distance of 4.00 feet; thence South 18 degrees 15 minutes 26 seconds East, a distance of 22.03 feet; thence South 71 degrees 44 minutes 34 seconds West, a distance of 44.00 feet; thence North 18 degrees 15 minutes 26 seconds West, a distance of 22.03 feet; thence South 71 degrees 44 minutes 34 seconds West, a distance of 4.00 feet; thence North 18 degrees 15 minutes 26 seconds West, a distance of 120.31 feet; thence North 71 degrees 44 minutes 34 seconds East, a distance of 4.00 feet; thence North 18 degrees 15 minutes 26 seconds West, a distance of 22.03 feet to the Point of Beginning.

Backup material for agenda item:

- f. Consideration to Award the Tax-Exempt Lease/Purchase Bid to Bci Capital Management Group with an interest rate of 3.13%.

City of Junction City City Commission - Agenda Memo

Meeting Date: December 18, 2018

From: Lindsay Miller, Finance Director

To: City Commissioners and Allen Dinkel, City Manager

Subject: Award of Bid for Asset Lease/Purchase Agreement

Objective: Award of bid and approval of a tax-exempt, 5-year lease purchase agreement for financing of an ambulance, salt spreaders, a street sweeper, and a Rather Stadium turf project. Amount to finance is \$788,887.

Explanation: At the November 20, 2018 meeting of the City Commission Resolution R-2883 was adopted to allow proposals to be solicited for a five year lease/purchase agreement for the assets listed in the objective above.

Bank Bidding	Interest Rate
1. Intrust Bank	4.00%
2. Commerce Bank, Semi-Annual	3.28%
3. Commerce Bank, Annual	3.28%
4. Bancorp, Prepay Fee	3.29%
5. Bancorp, No Prepay Fee	3.45%
6. Bci Capital Management Group, Semi-Annual	3.13%
7. Bci Capital Management Group, Annual	3.13%
8. NBH Bank, Semi-Annual	4.50%
9. NBH Bank, Semi-Annual	4.50%
10. KS State Bank, Semi-Annual	3.97%
11. KS State Bank, Annual	3.97%
12. Exchange Bank	3.58%
13. First Bank	3.44%

Budget Impact: The City has adequate funds available in the current budget, and lease/purchase payments will be budgeted in sequential budgets.

Recommendation: Staff recommends award of bid to the lowest interest rate bidder, Bci Capital Management Group, Semi-Annual Payments, based on bid closing date as presented.

Alternatives: The City Commission may approve, modify, table or deny the award of this bid.

Suggested Motion: Commissioner _____ moves to approve the award of bid of a lease/purchase agreement with Bci Capital Management Group, Semi-Annual Payments as recommended by staff. Commissioner _____ seconded the motion.

Enclosure: Lease Purchase Agreement
Bid Tabulation

City of Junction City

City Clerk's Office

December 12, 2018



Administration

Closing Time: 10:00am

RFP-Tax-Exempt Lease/Purchase Financing

Ambulance, 4 Stainless Steel Salt Spreaders, Vacuum Street Sweeper, and Rathert Stadium Artificial Turf Install.

No.	Direct Solicited	Bidder	Local Vendor	Loan Period	Payment Amount	Payment Term	Interest Rate	Escrow Fee	Closing Fee	Prepayment Penalty
1.		Intrust Bank	Yes	5 Years	\$87,851.88	Semi-Annual	4.00% Fixed		\$250.00	No
2.		Commerce Bank (Clayton Holdings, LLC)	No	5 Years	\$84,787.50	Semi-Annual	3.28% Fixed	\$250.00		No.
				5 Years	\$168,122.18	Annual	3.28% Fixed	\$250.00		No.
3.		US Bancorp	No	5 Years	\$84,805.71	Semi-Annual	3.29%	\$0.00		No. Anytime 103% of remaining principal
				5 Years	\$85,097.26	Semi-Annual	3.45%	\$0.00		No. After 1 year for 100% of remaining principal
4.		Bci Capital Management Group	No	5 Years	\$85,778.37	Semi-Annual	3.13% Fixed	No		No

				5 Years	\$170,156.65	Annual	3.13% Fixed			No
5.		NBH Bank – Bank Midwest	No	5 Years	\$88,683.05	Semi-Annual	4.50% Fixed	\$0.00	\$250.00 Filing & Document Fee	No
				5 Years	\$175,252.31	Annual	4.50% Fixed	\$0.00	\$250.00 Filing & Document Fee	No
6.		KS State Bank	Yes	5 Years	\$86,464.62	Semi-Annual	3.97%			
				5 Years	\$171,121.68	Annual	3.97%			
7.		Exchange Bank	Yes	5 Years	\$89,879.51	Semi-Annual	3.58% Fixed	\$0.00		No
8.		First Bank	No	5 Years	\$85,402.00	Semi-Annual	3.44% Fixed			No



December 12, 2018

The City of Junction City, KS
Attn: Lindsay Miller, Finance Director
P.O. Box 287
700 N. Jefferson St.
Junction City, KS

RE: Project No. LP2018 - 02

Mrs. Miller:

Thank you for allowing us the opportunity to propose lease purchase terms. This correspondence is a Financing Proposal. This Financing Proposal is not a commitment but is presented to encourage additional discussion and clarification of potential lease terms, structure, requirements and conditions. In addition, this Financing Proposal is subject to the completion of all necessary Bank committee approvals and the review and execution of required documentation by both the Bank and you. Outlined below are the proposed general terms and conditions.

<u>Borrower/Lessee:</u>	The City of Junction City, KS
<u>Total Lease Amount:</u>	\$788,887
<u>Interest Rate:</u>	4.00% fixed*
<u>Lease Fee:</u>	Loan Commitment Fee of \$250. This fee will cover the costs associated with the transaction and can be added to the total lease amount (as shown in the attached amortization schedule).
<u>Term/Payment Plan:</u>	Bi-annual payments of \$87,851.88** beginning on July 1, 2019.
<u>Use of Proceeds:</u>	Items listed in Lease/Purchase Project No. LP2018 - 02
<u>Collateral:</u>	Lease will be secured with a secured interest in the assets purchased.
<u>Financial Reporting and Covenants:</u>	Borrower must provide an annual audit within 30 days of completion.
<u>Prepayment:</u>	No prepayment penalty will be charged***.

Conditions:

The lease purchase will be subject to all of the terms and conditions contained in the lease agreement(s), security agreement(s), and other lease purchase document(s) executed in connection with this transaction (the "Lease Purchase Documents").

Expiration:

This Financing Proposal will expire without further notice at the end of business day January 1, 2019.

*This interest rate is based upon the assumption that the obligations described herein are qualified tax exempt obligations within the meaning of §265(b)(5) of the IRS Code. The bank must receive, prior to closing of the proposed transaction, from The City of Junction City's accountants, written confirmation of the qualified tax exempt nature of this transaction.

**The equipment securing the lease purchase obligations may be purchased at the end of the 60 month term for \$1, provided that all the terms and conditions of the Lease Purchase Documents have been satisfied, including without limitation full payment of all lease payments.

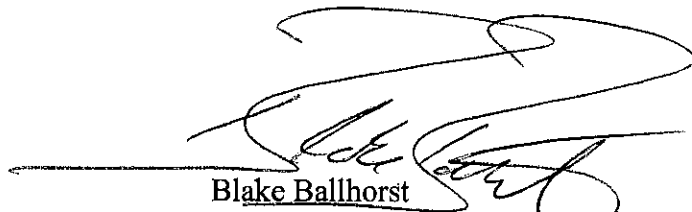
***The City of Junction City will be allowed to terminate the lease at its option at any time so long as it pays to INTRUST Bank, N.A. all accrued interest and the remaining purchase balance as of the date of termination. Under such circumstances, the bank will not charge the City for any future interest whether by present value calculation or otherwise. A projected amortization schedule reflecting periodic purchase balances as attached hereto for your reference.

Thank you for allowing me the opportunity to submit this proposal to you. I look forward to further developing INTRUST's relationship with The City of Junction City. If questions or concerns exist regarding any detail of this proposal, please contact me at your convenience.

Best Regards,



Kevin Lull
Commercial Relationship Manager
INTRUST Bank, N.A.



Blake Ballhorst
Community Relationship Manager
INTRUST Bank, N.A.

Lease Amortization Schedule

Project No. LP2018 - 02

Enter values	
Loan amount	\$ 789,136.00
Annual interest rate	4.00 %
Loan period in years	5
Number of payments per year	2
Start date of loan	5/1/2018
Optional extra payments	\$ -

Loan summary	
Scheduled payment	\$ 87,851.77
Scheduled number of payments	10
Actual number of payments	10
Total early payments	\$ -
Total interest	\$ 89,381.71

Lender name: INTRUST Bank, N.A.

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	11/1/2018	\$ 789,136.00	\$ 87,851.77	\$ -	\$ 87,851.77	\$ 72,069.05	\$ 15,782.72	\$ 717,066.95	\$ 15,782.72
2	5/1/2019	717,066.95	87,851.77	-	87,851.77	73,510.43	14,341.34	643,556.52	30,124.06
3	11/1/2019	643,556.52	87,851.77	-	87,851.77	74,980.64	12,871.13	568,575.88	42,995.19
4	5/1/2020	568,575.88	87,851.77	-	87,851.77	76,480.25	11,371.52	492,095.62	54,366.71
5	11/1/2020	492,095.62	87,851.77	-	87,851.77	78,009.86	9,841.91	414,085.76	64,208.62
6	5/1/2021	414,085.76	87,851.77	-	87,851.77	79,570.06	8,281.72	334,515.71	72,490.33
7	11/1/2021	334,515.71	87,851.77	-	87,851.77	81,161.46	6,690.31	253,354.25	79,180.65
8	5/1/2022	253,354.25	87,851.77	-	87,851.77	82,784.69	5,067.09	170,569.57	84,247.73
9	11/1/2022	170,569.57	87,851.77	-	87,851.77	84,440.38	3,411.39	86,129.19	87,659.13
10	5/1/2023	86,129.19	87,851.77	-	86,129.19	84,406.60	1,722.58	0.00	89,381.71



8000 Forsyth Boulevard
St. Louis, Missouri 63105-1797
(314) 746-3678

12/12/2018

Tammy Melton
City Clerk
The City of Junction City
P.O. Box 287
700 N. Jefferson Street
Junction City, KS 66441

**Re: Lease/Purchase Loan – Request for Proposal Project No. LP2018-02
Due December 12, 2018 at 10:00 AM**

Dear Ms. Settles:

Thank you for considering Clayton Holdings, LLC as your financial partner!

Statement of Qualifications

Clayton Holdings, LLC is an equity subsidiary of Commerce Bancshares, Inc.

Commerce Bank operates as a super community bank offering an array of sophisticated financial products delivered with high quality, personal, customer service.

Commerce Bank at a glance:

- Super-Community Bank
- \$25.1 Billion in assets
- 181 branches
- 39th largest U.S. Bank based on asset size
- The majority of the Company's pre-tax profit is generated from nine key markets including; Kansas City, St. Louis, and Springfield, Missouri; Central Missouri; Central Illinois; Wichita, Kansas; Tulsa, and Oklahoma City, Oklahoma; and Denver, Colorado

Commerce Bank, Clayton Holdings, LLC and CBI Equipment Finance, Inc., its leasing division, have provided funding for governmental entities across the entire footprint of the Bank. The tax-exempt leasing portfolio is currently in excess of \$199 million. The Bank possesses the necessary capital, experience and product knowledge to meet and exceed the requirements necessary for the proposed transaction.

Please find enclosed our proposal. Below, as part of this letter, you will also find a brief biography of the principal parties involved in the closing of the lease with the City.

Frank D. Hill, Vice President, Tax-Exempt Leasing and Finance

Mr. Hill has been providing tax-exempt lease financing to State and Local Government entities for over 30 years. He is currently serving on the Board of Directors and was the former Vice President, President and Chairman of the AGLF-Association of Governmental Leasing and Finance. Mr. Hill has provided funding to governmental clients in all 50 states for both real and personal property. Transactions have ranged in size from as small as \$5,000 to over \$100,000,000.00. Mr. Hill directs the tax-exempt leasing and finance product offering over the entire Bank footprint. Mr. Hill possesses the market knowledge and skill set necessary to provide the required funding to the City.

Ashley J. Stout, Government Finance Representative, Leasing and Finance

Ms. Stout works to facilitate and coordinate all governmental lease transactions for Municipal customers in the Bank's market area. She received a Bachelor's degree in Business Administration from Wichita State University and has over 10 years of experience in Banking. She specializes in handling customer service requests, with a particular emphasis in the lease process, data collection, proposal preparation, funding/closing and client/vendor relations. She works directly with the Bank's customers to develop financing structures specifically tailored to meet our customer's varied financial requirements.

Scott Jankowski, Senior Leasing Coordinator, Leasing and Finance

Mr. Jankowski has over 17 years experience in the finance/banking industry with 15 of those years in the leasing sector and holds a BA in Finance from St. Louis University. He joined Commerce Bank in 1999 and joined the Leasing Department in 2001. Mr. Jankowski began his banking career with Commerce in the Credit Department as an underwriter/credit analyst. Upon his move to the Leasing Department, he is involved with all facets of the leasing process such as pricing, structuring, compliance, and customer service, in addition to tax and accounting issues specific to leasing.

Financial Information

Please find the Bank's Annual Report and Form 10-K to include the Bank's History and Financial information available on the Bank's website:

<http://www.commercebank.com/about/get-to-know-us/annual-reports.asp>

Current References:

Colorado State University Regents & Foundation Board of Governors
Ms. Julie H. Birdsall
CFO, Corporate Secretary & Treasurer
Colorado State University
203C Administration Building
Fort Collins, CO 80523
Ph (970) 491-2933

City of Garden City
Ms. Melinda Hitz CPA, CGMA
Finance Director
P.O. Box 998
Garden City, KS 67846
Ph (620) 276-1100

City of Manhattan, KS
Ms. Rina Neal
City Controller
1101 Poyntz Ave.
Manhattan, KS 66502
Ph (785) 587-2417

Clayton Holdings intends to hold the lease until maturity. Our proposal is subject to final documents acceptable to both parties.

Please do not hesitate to contact me with any questions or clarifications regarding our response to this RFP.

Thank you again for your consideration.

Kind Regards,



Frank D. Hill
Officer of Clayton Holdings, LLC
Senior Vice President, Tax Exempt-Leasing-
Commerce Bank
Phone: 785-587-1541
frank.hill@commercebank.com



8000 Forsyth Boulevard
St. Louis, Missouri 63105-1797
(314) 746-3678

12/12/2018

Tammy Melton
City Clerk
City of Junction City
P.O. Box 287
700 N. Jefferson Street
Junction City, KS 66441

Dear Ms. Melton:

On behalf of Clayton Holdings, LLC, we would like to offer the following lease-purchase proposal for your consideration:

Type of Financing:	A tax-exempt, State and Municipal Lease/ Purchase Agreement (the "Lease").
Lessor:	Clayton Holdings, LLC – An equity subsidiary of Commerce Bank.
Lessee:	The City of Junction City, KS
Equipment:	One (1) New Ambulance Four (4) New Stainless Steel Salt Spreaders One (1) New Vacuum Street Sweeper Rather Stadium Artificial Turf Install
Total Finance Amount:	\$788,887.00
Commencement Date:	On or before 01/12/2019
Base Term:	5 years
Interest Rate:	3.28% fixed, rate locked until 01/12/2019 <i>*Clayton Holdings, LLC is not offering a 60-day rate lock. Rate lock is contingent upon official award from City by 12/18/18.</i>
Payment Amount:	Option 1: \$84,787.50, 10 Semiannual Payments (1 st payment due at closing). <i>*Payment amounts are based upon a 01/12/2019 closing date with 1st payment due at closing.</i> Option 2: \$168,122.18, 5 Annual Payments (1 st due at closing). <i>*Payment amounts are based upon a 01/12/2019 closing date with 1st payment due at closing.</i>
Payment Frequency:	Option 1: Semiannual/Advance <i>*The first payment is due at closing.</i> Option 2: Annual/Advance <i>*The first payment is due at closing.</i>
Interest Rate Adjustment:	The above quoted interest rate is based on a spread over the Five (5) year Interest Rate Swap as quoted in the Federal Reserve Statistical Release H.15 (the "Index"). For Purposes of this proposal, the Five (5) Year interest rate swap as of 12/10/2018 is 2.82%.

In the event the transaction does not close by 01/12/2019, Lessor reserves the right, but has no obligation, to adjust the Interest Rate after 01/12/2019 based on changes in the Index between the Quote Date and the Commencement Date. The adjustment, if made, would preserve Lessor's original lease investment assumption on a nominal pre-tax yield basis. The indexed or floating rate after [expiration date of rate] would be calculated according to the following formula:

Then Current Five (5) year Swap rate plus 133 bps x .79 = Transaction Rate

Example:

Five (5) year Swap Rate as of 12/10/2018 = 2.82% + 133 bps = 4.22% x .79 = 3.28%

Interest will be computed on the basis of an Actual/360-day year and must be exempt from federal income taxation.

Documentation:

Shall be provided by Lessor. Funding of the Lease is contingent, in part; upon receipt and review by Lessor of executed Lease documentation in form acceptable to Lessor.

Early purchase Option:

In the event Lessee desires to prepay this lease, they may do so in whole, but not in part at a premium of the then current outstanding principal balance, calculated as follows; 3% in year (1), 2% in year (2), and 1% in each year thereafter until maturity. **Provided however, that the Lessee is using internally generated funds to prepay the lease, the prepayment penalty would be waived and there would be no prepayment penalty on the agreement.**

General Terms:

This financing structure, rate and payment are based on the Transaction being designated as Tax Exempt and Non-Bank Qualified under the IRC Section 103 and 265 b (3). The Lessee intends to issue more than \$10 million dollars in tax-exempt obligations in the current calendar year.

Titles/Liens:

Lessor shall have a perfected security interest in the Equipment. Titled equipment will require a 1st lien position on the MSO and Title.

Non-appropriation:

The Lease shall provide for Lessee to terminate the agreement at the end of any fiscal period if insufficient funds are available to make the scheduled Rental Payments due in the following fiscal period.

Bank Qualified:

The Transaction is expected to be Non-Bank Qualified.

Escrow:

Upon closing, funds shall be disbursed into an escrow account to be maintained by Commerce Trust as escrow agent. Upon final delivery and acceptance of all of the equipment, and receipt of Lessee's authorization to release funds, escrow agent shall disburse payment to the vendors. Terms, conditions, and procedures regarding escrow and escrow agreement are subject to mutual approval by Lessee and Lessor. It is intended that the interest earnings on un-disbursed funds shall accrue for the benefit of Lessee. An escrow account shall be established at Commerce Trust. There is a **\$250.00 fee** for the escrow account due at closing. This fee may be included in the amount to be financed or paid separately at closing. Commerce Trust does assess a cash management fee which is deducted from the Escrow Earnings.

Net Lease:

The lease shall be a net lease in all respects, and Lessee shall be responsible for all fees, charges, assessments or other costs and expenses of every nature whatsoever arising from the lease of the Equipment.

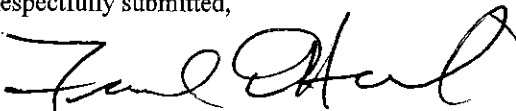
Not a Commitment:

The terms set forth herein reflect a proposed, preliminary structure and are subject to negotiation of mutually acceptable documentation. These terms are being provided to the Lessee with the understanding that neither the terms nor their substance shall constitute a definitive agreement or an exhaustive statement of all terms and conditions which may ultimately be included in a transaction among Lessee and Lessor. This is a proposal only and not a commitment to lend. Final approval and funding of the transaction is based on final lease documentation acceptable to both Lessee and Lessor. Clayton Holdings has obtained credit approval.

This proposal is not intended to, and does not create, in any way, a legally binding or any other type of commitment or obligation on the part of Clayton Holdings, LLC, or any of its/their subsidiaries, and/or any of its/their employees. Information regarding this proposal, including the financial statements of Lessee necessary to complete the credit process, may be provided to third party funding sources in either written or electronic format.

The representative shown below is "not" a Municipal advisor, financial advisor, agent or fiduciary to any person or entity. The Bank and its representatives are responding to an RFP issued by the Lessee. Lessee acknowledges that it is entitled to engage municipal advisory services should it elect to do so. Clayton Holdings, LLC is acting for its own loan account; this communication consists solely of general information under which Clayton Holdings, LLC may be willing to fund a loan. Thank you for the opportunity to offer this proposal. We appreciate your consideration and look forward to your favorable response. Should you have any questions, please do not hesitate to contact us.

Respectfully submitted,



Frank D. Hill
Officer of Clayton Holdings, LLC
Senior Vice President,
Tax Exempt-Leasing - Commerce Bank
Phone: 785-587-1541
frank.hill@commercebank.com

Option 1:

Compound Period: Semiannual

Nominal Annual Rate: 3.280%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	1/12/2019	788,887.00	1		
2 Payment	1/12/2019	84,787.50	10	Semiannual	7/12/2023

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	1/12/2019				788,887.00
1	1/12/2019	84,787.50	0.00	84,787.50	704,099.50
2	7/12/2019	84,787.50	11,547.23	73,240.27	630,859.23
2019 Totals		169,575.00	11,547.23	158,027.77	
3	1/12/2020	84,787.50	10,346.09	74,441.41	556,417.82
4	7/12/2020	84,787.50	9,125.25	75,662.25	480,755.57
2020 Totals		169,575.00	19,471.34	150,103.66	
5	1/12/2021	84,787.50	7,884.39	76,903.11	403,852.46
6	7/12/2021	84,787.50	6,623.18	78,164.32	325,688.14
2021 Totals		169,575.00	14,507.57	155,067.43	
7	1/12/2022	84,787.50	5,341.29	79,446.21	246,241.93
8	7/12/2022	84,787.50	4,038.37	80,749.13	165,492.80
2022 Totals		169,575.00	9,379.66	160,195.34	
9	1/12/2023	84,787.50	2,714.08	82,073.42	83,419.38
10	7/12/2023	84,787.50	1,368.12	83,419.38	0.00
2023 Totals		169,575.00	4,082.20	165,492.80	
Grand Totals		847,875.00	58,988.00	788,887.00	

Last interest amount increased by 0.04 due to rounding.

Option 2:

Compound Period: Annual

Nominal Annual Rate: 3.280%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	1/12/2019	788,887.00	1		
2 Payment	1/12/2019	168,122.18	5	Annual	1/12/2023

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	1/12/2019				788,887.00
1	1/12/2019	168,122.18	0.00	168,122.18	620,764.82
2019 Totals		168,122.18	0.00	168,122.18	
2	1/12/2020	168,122.18	20,361.09	147,761.09	473,003.73
2020 Totals		168,122.18	20,361.09	147,761.09	
3	1/12/2021	168,122.18	15,514.52	152,607.66	320,396.07
2021 Totals		168,122.18	15,514.52	152,607.66	
4	1/12/2022	168,122.18	10,508.99	157,613.19	162,782.88
2022 Totals		168,122.18	10,508.99	157,613.19	
5	1/12/2023	168,122.18	5,339.30	162,782.88	0.00
2023 Totals		168,122.18	5,339.30	162,782.88	
Grand Totals		840,610.90	51,723.90	788,887.00	

Last interest amount increased by 0.02 due to rounding.



CLAYTON HOLDINGS, LLC

STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT

Lease Number:

This State and Municipal Lease/Purchase Agreement (the "Lease") is made and entered into on this, the ____ day of ____, 20__ by and between Clayton Holdings, LLC with offices at 8000 Forsyth Boulevard, Suite 510, St. Louis, Missouri 63105 (herein called the "Lessor"), and City of Junction City with its principal address at 700 North Jefferson Street, Junction City, Missouri 66441-0287 (herein called the "Lessee"), wherein it is agreed as follows:

1. **LEASE OF EQUIPMENT:** Lessee hereby requests Lessor to acquire the equipment described in Schedule A attached hereto and made a part hereof. Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described in Schedule A, with all replacement parts, repairs, additions and accessories incorporated therein or affixed thereto (herein collectively called the "Equipment").
2. **DELIVERY AND ACCEPTANCE:** Lessee agrees to order the Equipment from the supplier of such Equipment, but will 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. Lessee will cause the Equipment to be delivered at the location specified in Schedule A (the "Equipment Location"). Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Any delay in such delivery will not affect the validity of this Lease. Lessee will accept the Equipment as soon as it has been delivered and is operational, or as soon as any manufacturer or vendor pre-acceptance test period has expired. Lessee will have no more than thirty (30) days from the date of delivery of the Equipment to accept such Equipment. In the event the Equipment is not accepted by Lessee within thirty (30) days from the date of its delivery, Lessor, at Lessor's sole option, will have the right to terminate this Lease. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a delivery and acceptance certificate in the form of Schedule B attached hereto and made a part hereof (the "Acceptance Certificate"). Lessee hereby authorizes the Lessor to add to this Lease and to any other description of the Equipment the serial number of each item of Equipment when available.
3. **TERM:** This Lease will become effective upon the execution hereof by Lessee and Lessor. The initial term of this Lease will commence on the earlier of the date Lessee executes the Acceptance Certificate or the date funds sufficient to purchase the Equipment are deposited with a bank or trust company in an escrow fund (the "Start Date") and will extend through the end of Lessee's fiscal year containing the Start Date. Unless earlier terminated as expressly provided for in this Lease, the term of this Lease will be automatically renewed on a year-to-year basis for the number of annual fiscal periods necessary to comprise the lease term as set forth in Schedule C attached hereto and made a part hereof (the "Lease Term").
4. **RENT:** Lessee agrees to pay Lessor or any Assignee (as defined in Section 22 below), the rental payments for the Equipment as set forth in Schedule C (the "Rental Payments"). A portion of each Rental Payment is paid as and represents the payment of interest as set forth in Schedule C. The Rental Payments will be payable without notice or demand, at the office of Lessor (or such other place as Lessor or any Assignee may designate in writing, from time to time) and will commence on the Start Date or as otherwise set forth in Schedule C, and the remaining Rental Payments will be payable on the same day of each consecutive month or quarter or semiannual or annual period thereafter (as designated in Schedule C) for the duration of the Lease Term. Any notice, invoicing, purchase orders, quotations or other forms or procedures requested by Lessee in connection with payment will be fully explained and provided to Lessor or any Assignee sufficiently in advance of the payment due date for the completion thereof by Lessor or any Assignee prior to such payment date, but none of the foregoing will be a condition to Lessee's obligation to make any such payment. If Lessee fails to pay any monthly rental payment or any other sums under the Lease within ten (10) days when the same becomes due, Lessee shall pay to Lessor (in addition to and not in lieu of other rights of Lessor) a late charge equal to the greater of five (5%) percent of such delinquent amount or Twenty-Five Dollars (\$25.00), but in any event not more than the maximum permitted by law. Such late charge shall be payable by Lessee upon demand by Lessor and shall be deemed rent hereunder. Lessee acknowledges and agrees that the late charge (i) does not constitute interest, (ii) is an estimate of the costs Lessor will incur as a result of the late payment and (iii) is reasonable in amount. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee and will not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8 HEREOF, THE RENTAL PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

Notwithstanding the foregoing, in the event that Lessee, by its use of the Equipment or by its actions or omissions or by any means whatsoever, causes any interest payments as set forth in Schedule C to be included in Lessor's gross income, Lessee agrees that the interest portion of the Rental Payments on Schedule C will be adjusted commencing with the first day of the next succeeding fiscal year of the Lessee, but only if this Lease is renewed for such fiscal year, and thereafter, so that Lessor, its Assignees and any participants with such, will be in the same after-tax position they would have been in had such payment been excluded from the gross income of Lessor, its Assignees and any participants with such under Section 103 of the Code.

5. **AUTHORITY AND AUTHORIZATION:** Lessee represents, warrants and covenants that (a) it will do or cause to be done all things necessary to preserve and keep in full force and effect (i) its existence, and (ii) subject to Section 8 hereof, the Lease; (b) it has complied with all bidding and budgeting requirements where necessary and by due notification has presented this Lease for approval and adoption as a valid obligation on its part and that all requirements have been met and procedures have been followed to ensure the enforceability of the Lease; (c) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year period; (d) no event has occurred and no condition exists which, upon the execution of this Lease or with notice or the passage of time or both, would constitute a default under any debt, revenue or purchase obligation which it has issued or to which it is a party (the "Obligation") nor has it been in default under any Obligation at any time during the past five (5) years, and (e) no lease, rental agreement or contract for purchase, to which Lessee has been a party, at any time during the past five (5) years, has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period.

6. **LESSEE CERTIFICATION:** Lessee warrants and covenants that (i) it is a state, or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and the related regulations and rulings thereunder; (ii) subject to Section 8 hereof, Lessee's obligation under this Lease constitutes an enforceable obligation issued by or on behalf of a state, or political subdivision thereof, such that any interest income derived under this Lease and due Lessor or its Assignee, including, but not limited to, those amounts designated as interest in Schedule C, will not be includable in the gross income of Lessor, its Assignee or any participants with such for the purposes of federal income taxation; (iii) this Lease represents a valid deferred payment obligation of Lessee for the amount herein set forth; (iv) Lessee has the legal capacity to enter into this Lease and is not in contravention of any state, county, district, city or town statute, rule, regulation or other governmental provision; (v) during the Lease Term, the Equipment will not be used in a trade or business of any other person or entity; (vi) Lessee will complete and file on a timely basis, Internal Revenue Service form 8038G or 8038GC, as appropriate, in the manner set forth in Section 149(e) of the Code; (vii) Lessee will not take any action or permit the omission of any action reasonably within its control which action or omission will cause the interest portion of any Rental Payment hereunder to be includable in gross income for federal income taxation purposes; and (viii) Lessee's federal employer identification number below is correct.
7. **APPROPRIATIONS AND ESSENTIAL USE:** Lessee reasonably believes that sufficient funds can be obtained to make all Rental Payments during the Lease Term. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain funds from which the Rental Payments, including any Rental Payments required by Section 4 hereof, may be made, including making provisions for such payments, to the extent necessary, in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Lease for any subsequent annual fiscal period is solely within the discretion of the then current governing body of Lessee. It is Lessee's current intent to make the Rental Payments for the full Lease Term if funds are legally available therefore, and in that regard Lessee represents that (a) the use of the Equipment is essential to its proper, efficient, and economic functioning or to the services that it provides to its citizens; (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment will be used by the Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.
8. **NONAPPROPRIATION OF FUNDS:** In the event no funds or insufficient funds are appropriated and budgeted or otherwise made available for Rental Payments, including any Rental Payments required by Section 4 hereof, for any fiscal period in which the Rental Payments for the Equipment are due under this Lease, then, without penalty, liability or expense to Lessee, this Lease will thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, except as to (i) the portions of the Rental Payments herein agreed upon for which funds have been appropriated and budgeted or are otherwise available and (ii) Lessee's other obligations and liabilities under this Lease relating to, accruing or arising prior to such termination. Lessee will, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Lessor and any Assignee of such occurrence, but failure to give such notice will not prevent such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the day of such termination, packed for shipment in accordance with manufacturer's specifications and eligible for manufacturer's maintenance, and freight prepaid and insured to any location in the continental United States designated by Lessor, all at Lessee's expense. Lessor or its Assignee may exercise all available legal and equitable rights and remedies in retaking possession of the Equipment.
9. **EXCLUSION OF WARRANTIES; LIMITATIONS OF LIABILITY; DISCLAIMER OF CONSEQUENTIAL DAMAGES:** LESSEE HAS SELECTED BOTH THE EQUIPMENT AND THE VENDOR(S) FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT IN RELIANCE HEREON. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, THAT LESSOR IS NOT A MANUFACTURER, VENDOR, DISTRIBUTOR OR LICENSOR OF SUCH EQUIPMENT, AND THAT LESSOR LEASES THE EQUIPMENT AS IS AND HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO INCLUDING ANY WARRANTIES OF TITLE OR AGAINST INFRINGEMENT OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR PRACTICE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED BY LESSOR AND IN NO EVENT SHALL LESSOR BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE SALE, LEASE, USE, PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT, INCLUDING INTERRUPTION OF SERVICE, LOSS OF DATA, LOSS OF REVENUE OR PROFIT, LOSS OF TIME OR BUSINESS, OR ANY SIMILAR LOSS, EVEN IF ANY SUCH PERSON IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS LEASE.
- Lessee acknowledges that neither the original vendor nor licensor of the Equipment (including the salespersons of any of them) is an agent of Lessor, nor are they authorized to waive or alter any terms of this Lease. Lessee hereby waives any claim (including any claim based on strict or absolute liability in tort) it might have against Lessor or any assignee of the Lessor for any loss, damage or expense caused by or with respect to the Equipment. Lessor hereby assigns to Lessee during the Lease Term, to the extent permitted by law, all manufacturer's warranties, if any, that it may have with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessor authorizes Lessee, to the extent permitted by law, to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenances, and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, will be made against the manufacturer. Lessor, at its option, may provide in its purchase order that the manufacturer agrees that any of such claims may be made by Lessee directly against the manufacturer. The obligation of Lessee to pay the Rental Payments as defined in Section 4 will not be abated, impaired or reduced by reason of any claims of Lessee with respect to the Equipment, including but not limited to its condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.
10. **TITLE, SECURITY INTEREST:** Title to the Equipment is deemed to be in Lessee so long as no Event of Default pursuant to section 19 below has occurred and/or this Lease has not been terminated pursuant to the provisions of Section 8 above. Upon the earlier of (i) termination of this Lease in accordance with Section 8 above or (ii) the occurrence of an Event of Default by Lessee pursuant to Section 19 below, title will immediately revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise. In order to secure all of Lessee's obligations hereunder, Lessee hereby (a) to the extent permitted by law, grants to Lessor a first and prior security interest in any and all rights, titles and interest of Lessee in the Lease, the Equipment and in all additions, attachments, accessions, accessories, replacements, improvements and substitutions thereto, now or hereafter acquired, together with all rents, issues, income, profits and proceeds thereof, including insurance proceeds; (b) agrees that financing statements evidencing such security interest may be filed; and (c) agrees to execute and deliver all certificates of title and other instruments necessary or appropriate to evidence and perfect such security interest. Lessee further agrees that the Uniform Commercial Code will apply as between the parties hereto and Assignees of Lessor.

11. **PERSONAL PROPERTY:** The Equipment is, and will remain, personal property and will not be deemed to be affixed or attached to real property or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish to Lessor landlord or mortgagee waiver with respect to the Equipment.
12. **USE; REPAIRS:** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and will comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of, its possession, use or maintenance. Lessee, at its sole costs and expense, will maintain the Equipment according to the manufacturer's recommended guidelines or the equivalent and meet any and all recertification requirements and will furnish proof of such maintenance, if requested by Lessor and will furnish all needed servicing and parts, which parts will become part of the Equipment. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.
13. **ALTERATIONS:** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent, and any permitted alteration or attachment which cannot be readily removed without damaging the Equipment's originally intended function or value will become part of the Equipment.
14. **LOCATION; INSPECTION:** The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent, which consent will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operations.
15. **LIENS AND TAXES:** Lessee will keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee will pay, when due, all charges and taxes (federal, state and local) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor will have the right, but will not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee will, upon demand, reimburse Lessor therefor.
16. **RISK OF LOSS; DAMAGE; DESTRUCTION:** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment will relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair (the proceeds of any insurance recovery will be applied to the cost of such repair). If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, will (a) replace the same with like equipment in good repair; or (b) on the next Rental Payment date pay to Lessor (i) all amounts owed by Lessee under this Lease, including the Rental Payment due on such date, and (ii) an amount not less than the balance of the Rental Payments then remaining unpaid hereunder. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Rental Payment and the balance of the Rental Payments then remaining unpaid hereunder, as applicable, to be made by Lessee with respect to the Equipment which has suffered the event of loss.
17. **INSURANCE:** Lessee will, at its expense, maintain at all times during the Lease Term (a) fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as will be satisfactory to Lessor. In no event will the insurance limits be less than the greater of (i) an amount equal to the balance of the Rental Payments then remaining for the Lease Term or (ii) any minimum required by any co-insurance provisions of such insurance, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the state in which Lessee is located. Each insurance policy required by clause (b) of the preceding sentence will name Lessee as an insured and Lessor or its assigns as an additional insured and loss payee, as appropriate, and each insurance policy required by the preceding sentence will contain a clause requiring the insurer to give Lessor or its Assignee at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns, as their interest may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice hereof and make available to Lessor all information and documentation relating thereto. Notwithstanding the foregoing, with Lessor's prior written consent, Lessee may self-insure against any and all risks for which insurance is required.
18. **INDEMNIFICATION:** To the extent permitted by law, and solely from legally available funds, Lessee agrees to indemnify Lessor against, and hold Lessor, its Assignees, or any participants with such, harmless from, any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorneys' fees and court costs) arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.
19. **EVENTS OF DEFAULT:** The Term "Event of Default" as used in this Lease, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Rental Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for ten (10) days after the date thereof; (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Lease or in any document delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (d) Lessee becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or substantial part of its assets, a petition for relief is filed by Lessee under federal bankruptcy, insolvency or similar laws, or a petition in a proceeding under any bankruptcy, insolvency or similar laws, is filed against Lessee and is not dismissed within thirty (30) days thereafter; (e) Lessee suffers an adverse material change in its financial condition or operations from the date hereof and, as a result, Lessor deems itself insecure; or (f) Lessee is in default under any other agreement executed at any time with Lessor, its affiliates or Lessor's Assignee or under any other agreement or instrument by which it is bound.
20. **REMEDIES:** Upon the occurrence of an Event of Default, Lessor may, at its option, exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under this Lease and all remaining Rental Payments which will become due during the then current fiscal year of Lessee to be immediately due and payable, whereupon the same will become immediately due and payable; (together with interest on such amount at the lesser of one and one-half (1 ½ %) percent per month or the maximum permitted by law from the date on which Lessor has declared this Lease to be in default; (b) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 8 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same without liability to Lessor or its agents for such entry or for damage to property or otherwise; (c) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee (i) all Rental Payments and other payments due to the effective date of such selling, leasing or subleasing, and (ii) for the difference

between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the remaining amounts payable by the Lessee through the end of the then current fiscal year of Lessee hereunder; and (d) exercise any other right, remedy or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Lease, (ii) recover damages for the breach of this Lease, and (iii) rescind this Lease as to any or all of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

21. **EARLY PURCHASE OPTION:** Lessee may, upon sixty (60) days prior written notice to Lessor, and provided Lessee has fully paid and performed all other obligations hereunder and provided no Event of Default has occurred and is continuing, pay to Lessor the applicable amount set forth on Schedule C attached hereto, whereupon title to the Equipment will become unconditionally vested in Lessee, and Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, where is, without warranty, express or implied, except that Lessor will warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.

22. **ASSIGNMENT:** Except as expressly provided herein, Lessee will not (a) assign, transfer, pledge, hypothecate or grant any security interest in, or otherwise dispose of, this Lease or the Equipment or any interest in this Lease or the Equipment or (b) sublet or lend the Equipment or permit the Equipment to be used by anyone other than Lessee or Lessee's employees unless Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such action will not adversely affect the exclusion of the interest portions of the Rental Payments from gross income for federal income tax purposes.

Lessor, without the consent of Lessee, may assign all or any portion or portions of its right, title and interest in and to this Lease, the Equipment and any other documents executed with respect to this Lease, and/or grant or assign all or any portion or portions of its security interest in this Lease and the Equipment, in whole or in part to various assignees, their agents or trustees (each and any one hereinafter referred to as an "Assignee"). Any such assignment to an Assignee may provide that the Lessor or the Assignee will act as a collection and paying agent for owners of certificates of participation in this Lease, or may provide that a third-party trustee or agent will act as collection and paying agent for any Assignee, provided that any such trustee or agent will maintain registration books as a register of all persons who are owners of certificates of participation or other interest in Rental Payments and Lessee receives written notification of the name and address of the trustee or agent and a copy of the pooling and fractionalization agency or trustee agreement, if any. Any such Assignee will have all of the assigned rights of Lessor under this Lease. Subject to the foregoing, this Lease will inure to the benefit of and will be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Lease or the Equipment will be effective upon receipt by Lessee of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such Assignee and, where applicable, to whom further payments hereunder should be made. During the Lease Term, Lessee covenants that it will keep a complete and accurate record of all assignments in form necessary to comply with Section 149(a) of the Code and the regulations, proposed or existing, from time to time promulgated thereunder. Lessee agrees to acknowledge in writing any assignments if so required.

Lessee agrees that, upon notice of assignment, if so instructed it will pay directly to the Assignee, or its Trustee or Agent without abatement, deduction or setoff all amounts which become due hereunder. Lessee further agrees that it will not assert against any Assignee, Trustee or Agent any defense, claim, counterclaim or setoff on account of any reason whatsoever with respect to any Rental Payments or other amounts due hereunder or with respect to any action brought to obtain possession of the Equipment pursuant to this Lease.

23. **FINANCIAL STATEMENTS:** Each year during the term of this Lease, Lessee hereby agrees to deliver to Lessor a copy of: (i) annual audited financial statements within one hundred twenty (120) days of Lessee's fiscal year-end; and (ii) within a reasonable period of time, any other financial information Lessor requests from time to time.

24. **NATURE OF AGREEMENT:** Lessor and Lessee agree that upon the due and punctual payment and performance of the installments of Rental Payments and other amounts and obligations under this Lease, title to the Equipment will vest permanently in Lessee as provided in this Lease, free and clear of any interest, lien or security of Lessor therein.

25. **AMENDMENTS:** This Lease may be amended or any of its terms modified for the purpose of adding Equipment, with the written consent of the parties hereto. In such event, additions to or additional Schedules attached hereto will be executed by Lessee. All other amendments or modifications of the terms of this Lease (except for the addition or serial numbers for the Equipment as set forth in the Acceptance Certificate) must be accomplished by written consent of Lessee and Lessor, or its Assignee, if any; provided, however, that no amendment of this Lease will operate to reduce or delay any Rental Payments to be made hereunder without the consent of Lessor, or its Assignee, at the time of such amendment.

26. **NOTICES:** All notices to be given under this Lease must be made in writing and mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice is effective upon receipt.

27. **SECTION HEADINGS:** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

28. **GOVERNING LAW:** This Lease will be governed by the provisions hereof and by the laws of the State of Kansas.

29. **FURTHER ASSURANCES:** Lessee will deliver to Lessor (i) an opinion of counsel in substantially the form of Schedule D attached hereto or as Lessor may otherwise request; and (ii) if applicable, a certificate of a duly authorized official as to designation as a qualified tax-exempt obligation. Moreover, Lessee will execute or provide, as requested by Lessor, any documents and information that are reasonably necessary with respect to the transaction contemplated by this Lease.

30. **ENTIRE AGREEMENT:** This Lease, together with the Schedules attached hereto and made a part hereof and other attachments hereto and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease will not be modified, amended, altered or changed except with the written consent of Lessee or Lessor.

31. **SEVERABILITY:** Any provision of this Lease found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.

32. **WAIVER:** The waiver by Lessor of any breach by Lessee of any term, covenant or condition, hereof will not operate as a waiver of any subsequent breach hereof.

33. **CERTIFICATION AS TO ARBITRAGE:** Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment will not be less than the total principal amount of the Rental Payments.

(b) The Equipment has been ordered or is expected to be ordered within six months of the effective date of this Lease, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one (1) year of the effective date of this Lease.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of Rental Payments.

(d) The Equipment has not been, and is not expected to be, sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the final Rental Payment.

(e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.

34. **ELECTRONIC TRANSACTIONS.** The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU (LESSEE(S)) AND US (LESSOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

BY SIGNING BELOW, YOU AND WE AGREE THAT THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN US.

Lessor: Clayton Holdings, LLC

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Lessee: City of Junction City

Authorized Signature: _____

Printed Name: Mick McCallister

Title: Mayor

Date: _____

EIN: 48-6019171

**SCHEDULE A TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No.**

Location of Equipment	
Street: City: Junction City State: Kansas Zip Code: 66441	
Description of Equipment	Equipment Cost
_____	\$ _____
Total	\$ _____

Lessee hereby certifies that the description of the property set forth above constitutes a complete and accurate description of all Equipment as subject to in the Lease.

<i>Lessee: City of Junction City</i> <i>Authorized Signature:</i> _____ <i>Printed Name: <u>Mick McCallister</u></i> <i>Title: <u>Mayor</u></i> <i>Date:</i> _____

**SCHEDULE B TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. _____
DELIVERY AND ACCEPTANCE CERTIFICATE**

TO: Clayton Holdings, LLC

Reference is made to the State and Municipal Lease/Purchase Agreement between the undersigned City of Junction City ("Lessee"), and Clayton Holdings, LLC ("Lessor"), dated the _____ day of _____, 20____ ("Lease") and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment
4. The serial number for each item of Equipment which is set forth on Schedule A to the Lease is correct.

This certificate will not be considered to alter, construe, or amend the terms of the Lease.

Lessee: City of Junction City

Authorized Signature: _____

Printed Name: Mick McCallister

Title: Mayor

Date: _____

**SCHEDULE C
PAYMENT SCHEDULE**

Lessee: City of Junction City
Lessor: Clayton Holdings, LLC
Lease Number:
Lease term in Months:
Rental Periods:
First Payment Date:
Capital Cost of Equipment: \$

Rental Payment Date	Payment Amount	Amount Credited to Interest	Amount Credited to Capital Cost	*Outstanding Principal Balance
------------------------	-------------------	--------------------------------	------------------------------------	-----------------------------------

TOTALS:	\$	\$	\$	
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*Modified- Standard Prepayment-In the event Lessee desires to prepay this lease, they may do so in whole, but not in part at a premium of the then current outstanding principal balance, calculated as follows; 3% in year (1), 2% in year (2), and 1% in each year thereafter until maturity. There is no prepayment penalty if Lessee is using internally generated funds for prepayment.

Interest, if any, accruing from the Start Date to the actual date of funding shall be retained by Lessor as additional consideration for entering into this Lease Purchase Agreement.

Lessee: City of Junction City

Authorized Signature: _____

Printed Name: Mick McCallister

Title: Mayor

Date: _____

**SCHEDULE D TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
OPINION OF COUNSEL
(To be on Letterhead of Lessee's Counsel)**

Clayton Holdings, LLC
8000 Forsyth Boulevard, Suite 510
St. Louis, Missouri 63105

Re: State and Municipal Lease/Purchase Agreement No. _____ dated the _____ day of _____, 20____
(the "Lease"), between Clayton Holdings, LLC ("Lessor") and City of Junction City ("Lessee").

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined (a) the Lease, which, among other things, provides for the sale to and purchase by the Lessee of the Equipment, (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Lease and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.
2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Lease and to perform its obligations under the Lease.
3. The Lease and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Lease is a valid and binding obligation of Lessee enforceable in accordance with its terms.
4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.
5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

Furthermore, I confirm that the name of the Lessee as stated in the Lease, as City of Junction City is the exact legal name of the Lessee for all purposes contemplated herein.

All capitalized terms herein shall have the same meanings as in the Lease. Lessor, its successors and assigns and any counsel rendering an opinion on the tax-exempt status of the interest components of Rental Payments are entitled to rely on this opinion.

Very truly yours,

**SCHEDULE E TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No.**

I, _____ (Witness), do hereby certify that I am the duly elected, or appointed and acting Secretary/Clerk of the City of Junction City, an agency duly organized and existing under the laws of the State of Kansas (the "Lessee"), and that the following resolutions have been presented to and duly adopted by the _____ at a meeting duly and regularly held and convened in accordance with applicable law on the _____ day of _____, 20____.

WHEREAS, the Lessee is entering a State and Municipal Lease/Purchase Agreement ("Lease") dated the _____ day of _____, 20____, with Clayton Holdings, LLC;

WHEREAS, Lessee has carefully reviewed its financing requirements for the current calendar year and reasonably expects that it will not issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the calendar year;

NOW, THEREFORE, be it RESOLVED, that the Lessee be, and hereby is, authorized to enter into the Lease with Clayton Holdings, LLC for a period of _____ months, and be it further

RESOLVED, that the following officials of the Lessee be, and hereby are, authorized, empowered and directed to sign on its behalf the Lease and any addenda, schedules, notes, UCC financing statements or other instruments issued under the provision of the Lease and any other instrument or document which may be necessary or expedient in connection with agreement upon or fulfillment of the provisions of the Lease.

Printed Name

Title

Signature

Mick McCallister

Mayor

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal hereto this day _____ of _____, 20____.

NAME OF LESSEE: City of Junction City

WITNESSED BY (SECRETARY/CLERK):

**SCHEDULE F
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No.**

ESSENTIAL USE/SOURCE OF FUNDS LETTER

_____, 20__

Clayton Holdings, LLC
8000 Forsyth Boulevard, Suite 510
St. Louis, Missouri 63105

Re: State and Municipal Lease/Purchase Agreement No. _____, dated the ____ day of _____, 20__
(the "Lease"), between CLAYTON HOLDINGS, LLC ("Lessor") and City of Junction City ("Lessee")

Ladies and Gentlemen:

This confirms and affirms that the Equipment described in the Lease is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows:

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is _____ years.

Our source of funds for payments of the Rental Payments due under the Lease for the current fiscal year is _____.

We currently expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons:

Very truly yours,

Lessee: City of Junction City

Authorized Signature: _____

Printed Name: Mick McCallister

Title: Mayor

Date: _____

Witness: _____

**SCHEDULE G
PROOF OF INSURANCE**

Insurance Agent Name: _____

Agency Name: _____

Address: _____

Phone Number: _____

E-Mail: _____

Ladies and Gentlemen:

Please add CLAYTON HOLDINGS, LLC as both sole loss payee under property insurance covering the Equipment listed on attached Schedule A, and as additional insured under the general liability insurance policy. The minimum liability coverage is \$1,000,000.00. Please mail or fax an insurance certificate to:

Clayton Holdings, LLC
P.O. Box 11309
St. Louis, MO 63105
Fax # 314.746.3744

Please note that the Bank requires 30 day written notice of cancellation of the policy covering leased equipment.

Lessee: City of Junction City

Authorized Signature: _____

Printed Name: Mick McCallister

Title: Mayor

Date: _____

**SCHEDULE H
AUTHORIZATION FOR PREAUTHORIZED PAYMENTS**

Loan #:

Borrower/Lessee: City of Junction City

I authorize Clayton Holdings, LLC to initiate debit entries in the amount shown and from the checking or savings account with the depository named below ("Bank") each half-year on the payment due date.

*Bank Name: _____

Address: _____

ABA #: _____

Account #: _____ () Checking () Savings

Semi-Annual Debit Amount: _____ (_____ Rental Amount: Total payment may vary due to changes in tax rates)

First Payment Due Date: _____ (Begin debiting this date—allow a few days prior to payment)

This authorization is to remain in full effect until Clayton Holdings, LLC and Bank have received written notification from me of its termination and have a reasonable opportunity to act on this notification. Clayton Holdings, LLC may terminate this agreement upon 10 days written notice to me.

Authorized Signature: _____

Printed Name: Mick McCallister

Title: Mayor

Date: _____

*** NOTE:** Your "Bank" does not need to be Commerce Bank to benefit from this feature. Any bank can be auto debited. **PLEASE attach a voided check and mail along with this signed form to:**

Commerce Bank
P.O. Box 11309
Saint Louis, MO 63105

There is NO charge for this service.

**SCHEDULE I
DISBURSEMENT AUTHORIZATION**

To: Clayton Holdings, LLC
8000 Forsyth Boulevard, Suite 510
St. Louis, Missouri 63105

RE: Lease Number

Ladies and Gentlemen,

Please disburse the proceeds of the above lease as follows:

Wire or send to

PAYEE	AMOUNT
Commerce Bank Escrow Account	\$
Total Disbursement	\$

Sincerely,

Lessee: City of Junction City

Authorized Signature: _____

Printed Name: Mick McCallister

Title: Mayor

Date: _____

SCHEDULE J
KANSAS ADDENDUM TO STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT

Master Lease #

This Addendum to the State & Municipal Lease/Purchase Agreement dated _____, 20__ (the "Lease," between Clayton Holdings, LLC, as Lessor, and as Lessee, is hereby Incorporated In and made a part of the Lease.

The capitalized terms used in this Addendum shall have the meanings given to them in the Lease.

Notwithstanding any other provision of the Lease, Lessee shall only be obligated under the Lease to pay Rental Payments and other payments under the Lease from funds budgeted and appropriated for that purpose during Lessee's then current budget year or, where appropriate, Insurance proceeds (including self- insurance reserves if self-insurance is in effect).

The Lessee acknowledges as follows:

- (a) The capital cost that would be required to purchase the Equipment if paid for by cash would be \$_____
- (b) The annual average effective Interest cost of the Lease is _____% per annum.
- (c) No amount is included in Rental Payments (assuming continuation of the Lease through the maximum term of the Lease) for service, maintenance, insurance and other charges exclusive of capital cost and Interest cost

Dated: _____, 20__

Lessor: **Clayton Holdings, LLC**

By: _____

Printed Name: _____

Lessee:

By: _____

Printed Name: _____

ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of the ____ day of _____, 20____ and entered into among **Clayton Holdings, LLC**, a Missouri banking corporation (together with its successors and assigns, "Lessor"), the _____ a municipal corporation and political subdivision existing under the laws of Kansas ("Lessee"), and **Commerce Bank**, a Missouri banking corporation, as escrow agent (together with its successors and assigns, the "Escrow Agent").

Name of Acquisition Fund: " _____ "

Amount of Deposit into the Acquisition Fund: \$ _____

TERMS AND CONDITIONS

1. This Escrow Agreement relates to and is hereby made a part of the State and Municipal Lease/Purchase Agreement dated as of the ____ day of _____, 20____ (the "Lease"), between Lessor and Lessee.
2. Except as otherwise defined herein, all terms defined in the Lease shall have the same meaning for the purposes of this Escrow Agreement as in the Lease.
3. Lessor, Lessee and the Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent shall not be deemed to be a party to the Lease, and this Escrow Agreement shall be deemed to constitute the entire agreement between Lessor and Lessee and the Escrow Agent.
4. There is hereby established in the custody of the Escrow Agent a special trust fund designated as set forth above (the "Acquisition Fund") to be held and administered by the Escrow Agent in trust for the benefit of Lessor and Lessee in accordance with this Escrow Agreement.
5. Lessor shall deposit in the Acquisition Fund the amount specified above. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon written order of an authorized Lessee representative, in accordance with the Arbitrage Instructions attached as **Exhibit A**, in Qualified Investments (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. If an Authorized Lessee Representative fails to timely direct the investment of any moneys held hereunder, the Escrow Agent shall invest and reinvest such moneys in Qualified Investments described in 6(vi) below. Such investments shall be held by the Escrow Agent in the Acquisition Fund; any interest and gain earned on such investments shall be deposited in the Acquisition Fund, and any losses on such investments shall be charged to the Acquisition Fund. The Escrow Agent may act as purchaser or agent in the making or disposing of any investment. Qualified Investments described in 6(vi) below will be subject to an annualized sweep fee charged monthly to the earnings on monies invested.
6. "Qualified Investments" means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including the Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including the Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that the Escrow Agent or a third party acting solely as agent for the Escrow Agent has possession of such collateral and a perfected first security interest in

such collateral; or (vi) money market mutual funds that are invested in securities described in (i), (ii) or (iii) and that are rated "Aaa" by Moody's Investors Service or "AAA-m-G" by Standard & Poor's Ratings Services or the comparable rating by Fitch IBCA, Inc.

7. Moneys in the Acquisition Fund shall be used to pay for the cost of acquisition of the Equipment listed in the Lease. Such payment shall be made from the Acquisition Fund upon presentation to the Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached as **Exhibit B**, executed by Lessee and approved by Lessor, together with an invoice for the cost of the acquisition of said Equipment and a written approval by Lessor of the Vendor be paid. In making any disbursement pursuant to this **Section 7**, the Escrow Agent may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and the Escrow Agent shall not be required to make any inquiry, inspection or investigation in connection therewith. The approval of each Payment Request and Acceptance Certificate by the Lessor shall constitute unto the Escrow Agent an irrevocable determination by the Lessor that all conditions precedent to the payment of the amounts set forth therein have been completed.

8. The Acquisition Fund shall terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate and the Final Acceptance Certificate, a form of which is attached as **Exhibit C**, properly executed by Lessee, or (b) the presentation of written notification by the Lessor, or, if the Lessor shall have assigned its interest under the Lease, then the assignees or subassignees of all of Lessor's interest under the Lease or an Agent on their behalf, that the Lease has been terminated pursuant to **Section 8** or **20** of the Lease. Upon termination as described in clause (a) of this paragraph, any amount remaining in the Acquisition Fund shall be used to prepay the principal portion of Rental Payments unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Rental Payment Schedule attached to the Lease shall be revised accordingly as specified by Lessor. Upon termination as described in clause (b) of this paragraph, any amount remaining in the Acquisition Fund shall immediately be paid to Lessor or to any assignees or subassignees of Lessor interest in this Lease.

9. The Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of the Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent whereupon the duties and obligations of the predecessor Escrow Agent shall cease and terminate. If a successor Escrow Agent has not been so appointed within 90 days of such resignation or removal, the Escrow Agent may petition a court of competent jurisdiction to have a successor Escrow Agent appointed.

10. Any corporation or association into which the Escrow Agent may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Escrow Agent hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

11. The Escrow Agent incurs no responsibility to make any disbursements pursuant to the Escrow Agreement except from funds held in the Acquisition Fund. The Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Lease or as to the performance of any obligations of Lessor or Lessee.

12. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing

or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

13. Unless the Escrow Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law, and Lessor jointly and severally hereby agree to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

14. The aggregate amount of the costs, fees, and expenses of the Escrow Agent in connection with the creation of the escrow described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one time fee in the amount of \$250.00 to be paid by Lessee concurrently with the execution and delivery of this Escrow Agreement.

Notwithstanding the preceding paragraph, the Escrow Agent shall be entitled to reimbursement from Lessor of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement. Claims for such reimbursement may be made to Lessor and in no event shall such reimbursement be made from funds held by the Escrow Agent pursuant to this Escrow Agreement. The Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Qualified Investments on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Escrow Agreement or otherwise.

15. If Lessee, Lessor or the Escrow Agent shall be in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

16. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action or non-action taken by the Escrow Agent in accordance with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

17. This Escrow Agreement shall be governed by and construed in accordance with the laws of the state in which the Escrow Agent is located.

18. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

19. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and the Escrow Agent.

20. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original.

IN WITNESS WHEREOF, Lessor, Lessee and the Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives.

Clayton Holdings, LLC
LESSOR

By: _____

Title: _____

City of Junction City
LESSEE

By: _____

Printed Name: Mick McCallister

Title: Mayor

Commerce Bank
ESCROW AGENT

By: _____

Title: _____

EXHIBIT A

ARBITRAGE INSTRUCTIONS

These Arbitrage Instructions provide procedures for complying with § 148 of the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exclusion from federal gross income of the interest portions of the Rental Payments under the Lease.

1. Temporary Period/Yield Restriction. Except as described in this paragraph, money in the Acquisition Fund must not be invested at a yield greater than the yield on the Lease. Proceeds of the Lease in the Acquisition Fund and investment earnings on such proceeds may be invested without yield restriction for three years after the Start Date of the Lease. If any unspent proceeds remain in the Acquisition Fund after three years, such amounts may continue to be invested without yield restriction so long as Lessee pays to the IRS all yield reduction payments under § 1.148-5(c) of the Treasury Regulations.

2. Opinion of Bond Counsel. These Arbitrage Instructions may be modified or amended in whole or in part upon receipt of an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations, satisfactory to Lessor, that such modifications and amendments will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes.

EXHIBIT B

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: Commerce Bank, as Escrow Agent and Clayton Holdings, LLC, as Lessor
8000 Forsyth Blvd., Suite 510
St. Louis, Missouri 63105

Re: _____ Acquisition Fund established by the Escrow Agreement, dated _____, 20____ (the "Escrow Agreement") among Clayton Holdings, LLC, as lessor ("Lessor"), City of _____ Junction City ("Lessee") and Commerce Bank, as Escrow Agent (the "Escrow Agent")

Ladies and Gentlemen:

The Escrow Agent is hereby requested to pay from the Acquisition Fund to the person or corporation designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition of the equipment or the interest portions of Rental Payment(s) described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment or payment of the interest portions of Rental Payment(s) and has not formed the basis of any prior request for payment.

The equipment described below is part or all of the "Equipment" that is listed in State and Municipal Lease/Purchase Agreement dated as of the _____ day of _____, 20____ (the "Lease") described in the Escrow Agreement.

Equipment: _____

Payee: _____

Amount: \$ _____

Lessee hereby certifies and represents to and agrees with Lessor and the Escrow Agent as follows:

- (1) The Equipment described above (a) has been delivered, installed and accepted on the date hereof, or (b) the amount requested is a down payment currently due on said Equipment.
- (2) If (1)(a) is applicable, Lessee has conducted such inspection and/or testing of said Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts said Equipment for all purposes.
- (3) If (1)(a) is applicable, Lessee is currently maintaining the insurance coverage required by **Section 17** of the Lease.

Lessee hereby certifies and represents to Lessor and the Escrow Agent that no event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default (as such term is defined in the Lease) exists at the date hereof.

APPROVED:

Dated: _____, 20____

Clayton Holdings, LLC
LESSOR

City of Junction City
LESSEE

By: _____

By: _____

Title: _____

Printed Name: Mick McCallister
Title: Mayor

EXHIBIT C

FINAL ACCEPTANCE CERTIFICATE

[THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN ALL EQUIPMENT
HAS BEEN ACCEPTED]

The undersigned hereby certifies that the equipment described above, together with the equipment described in
and accepted by Payment Request and Acceptance Certificates previously filed by Lessee with the Escrow Agent and
Lessor pursuant to the Escrow Agreement, constitutes all of the Equipment subject to the Lease.

Dated: _____

City of Junction City

LESSEE

By: _____

Printed Name: Mick McCallister

Title: Mayor

8038-G QUESTIONNAIRE

Name of Lessee: «Lessee Name»
 Address of Lessee: «Lessee Address», «Lessee City», «Lessee State» «Lessee Zip»
 Contact Person: «Lessee Contact»
 Telephone Number: «Lessee Phone»
 Email Address: «Lessee Email»
 Lessee's FEIN: «Tax ID»

GENERAL

In September 2011, the Internal Revenue Service ("IRS") updated Form 8038-G (the form used by Lessees to report the issuance of a tax-exempt obligation). The revised Form 8038-G asks specific questions about written procedures to: (1) monitor private use of assets financed with proceeds of a tax-exempt obligation and, as necessary, to take remedial actions to correct any violations of federal tax restrictions on the use of financed assets; and (2) monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States. In addition, the revised Form 8038-G asks Lessees to report whether any proceeds will be used to reimburse the Lessee for an expenditure paid prior to issuance. This questionnaire is designed to obtain the information necessary to complete Form 8038-G for the Lease. Lessee will be required to review and approve the information entered prior to signing the 8038-G form.

At this time, the consequences of not having adopted written procedures to monitor private use of financed assets and yield on the investment of gross proceeds of tax-exempt obligations are unknown. If you have further questions, please consult your regular bond or legal counsel.

Part 1 – Written Tax Compliance Procedures

Note: *If either of these questions is not answered, we will assume the Lessee has not adopted the described procedures.*

1. Has the Lessee established written procedures to monitor compliance with federal tax restrictions for the term of the lease? The written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered. Yes ☐ No ☐
2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States? Yes ☐ No ☐

Part 2 – Reimbursement of Prior Expenditures

1. As of the funding date, were any of the proceeds of the Lease used to reimburse Lessee for expenditures paid to acquire the financed assets prior to the funding date of the Lease?
Yes ☐ No ☐

If yes, please attach a spreadsheet listing the expenditure(s) together with the date paid, vendor paid and purpose of the expenditure or other proof of the expenditure(s) containing this information (i.e. invoices, receipts, cancelled checks).

Items 2 and 3 need to be completed ONLY if the answer to item 1 above is YES.

2. Please attach a copy of Lessee's resolution of intent to finance the financed assets, which includes date of adoption.
3. What is the amount of proceeds of the Lease reimbursed to Lessee? \$ _____

BY: _____

NAME: _____ «Signer» _____

TITLE: _____ «Signer Title» _____

DATE: _____

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here ☐

1 Issuer's name		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)
6 City, town, or post office, state, and ZIP code		7 Date of Issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19 If obligations are TANs or RANs, check only box 19a		
If obligations are BANs, check only box 19b		
20 If obligations are in the form of a lease or installment sale, check box		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ Signature of issuer's authorized representative Date ▶ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶	Firm's EIN ▶			
Firm's address ▶	Phone no. ▶			



All of **us** serving you[®]

Government Leasing and Finance

December 10, 2018

City of Junction City
Attn: Tammy Melton, City Clerk
700 N. Jefferson Street
Junction City, KS 66441
Re: Project No. LP2018-02

At your request, U.S. Bancorp Government Leasing and Finance, Inc. ("USBGLF") has prepared for your consideration the following proposal for financing ("Proposal"). **This is only a proposal and does not represent a commitment by U.S. Bancorp Government Leasing and Finance, Inc.**

Customer:	City of Junction City, KS						
Lessor:	U.S. Bancorp Government Leasing and Finance, Inc.						
PROPERTY:	Various Equipment						
EXPIRATION:	Rate locked through February 6, 2019						
LEASE QUOTE:	Amount	Rate	Payments	Factor	Pmts / Year	Term	Adv. / Arr.
(A)	788,887.00	3.29%	84,805.71	0.10750	2	60 Months	Advance
(B)	788,887.00	3.45%	85,097.26	0.10787	2	60 Months	Arrears

Notes: **There are no fees associated with this offer including the establishment and use of a U.S. Bank N.A. escrow account** should one be required. The financing must be funded in full to the vendor or into an escrow account by February 6, 2019 to lock in the above referenced interest rates. Option A, the City may prepay at any time for 103% of the remaining principal balance. Option B, the City may prepay after 1 year for 100% of the remaining principal balance.

USBGLF has a Master Lease in place with the City and if awarded, this would be schedule 3 to the master, therefore reducing the amount of documents needed and easing legal review.

The Lease will be structured as a tax-exempt municipal lease, with title in the Lessee's name and USBGLF holding a security interest in the equipment during the term. The lease is "triple-net" with the Lessee responsible for taxes, maintenance and insurance. Documentation will be provided by USBGLF, including (i) standard representations, warranties and covenants by the Lessee pertaining to the accuracy of information, organization, authority, essential use, compliance with laws, pending legal action, location and use of collateral, insurance, financial reporting and financial covenants; and (ii) standard USBGLF provisions pertaining to events of default and remedies available upon default. This offer is subject to the execution of all documentation by the Lessee within a reasonable time and in form and substance acceptable to Lessee, USBGLF and USBGLF's counsel, including terms and conditions not outlined in this Proposal.

This Proposal is conditioned on there being no material adverse change in the financial condition of the Lessee. Additionally, the terms and conditions outlined herein are subject to final review and approval (including collateral and essential use review) by USBGLF's business, legal, credit, and equipment risk management personnel.

Sincerely,

Tasha Barreau

Tasha Barreau
Vice President
U.S. Bancorp Government Leasing & Finance, Inc.
Phone: 303-330-4160
Email: tasha.barreau@usbank.com

Government Leasing and Finance

Payment Schedules

Assume a lease commencement date of January 10, 2019

Option A (ability to prepay at 103% of remaining principal balance)

date	payment	interest	principal	prepayment balance
1/10/2019	84,805.71	-	84,805.71	725,203.73
7/10/2019	84,805.71	11,582.14	73,223.57	649,783.46
1/10/2020	84,805.71	10,377.61	74,428.10	573,122.52
7/10/2020	84,805.71	9,153.27	75,652.44	495,200.50
1/10/2021	84,805.71	7,908.78	76,896.92	415,996.67
7/10/2021	84,805.71	6,643.83	78,161.88	335,489.94
1/10/2022	84,805.71	5,358.07	79,447.64	253,658.87
7/10/2022	84,805.71	4,051.15	80,754.55	170,481.68
1/10/2023	84,805.71	2,722.74	82,082.97	85,936.23
7/10/2023	84,805.71	1,372.48	83,433.23	0.00
total	848,057.07	59,170.07	788,887.00	

Option B (Ability to prepay with no penalty)

date	payment	interest	principal	prepayment balance
1/10/2019	85,097.26	-	85,097.26	703,789.74
7/10/2019	85,097.26	12,140.37	72,956.88	630,832.86
1/10/2020	85,097.26	10,881.87	74,215.39	556,617.47
7/10/2020	85,097.26	9,601.65	75,495.60	481,121.87
1/10/2021	85,097.26	8,299.35	76,797.90	404,323.97
7/10/2021	85,097.26	6,974.59	78,122.67	326,201.30
1/10/2022	85,097.26	5,626.97	79,470.28	246,731.02
7/10/2022	85,097.26	4,256.11	80,841.14	165,889.87
1/10/2023	85,097.26	2,861.60	82,235.65	83,654.22
7/10/2023	85,097.26	1,443.04	83,654.22	-
total	850,972.55	62,085.55	788,887.00	

Government Leasing and Finance

References

City of Topeka
215 SE 7th Street
Topeka, KS 66603
Contact: Jay Oyler, Director, Contracts & Procurement
Phone 785-368-2525
Email: joyler@topeka.org
Financed police vehicles in 2012, 2013 & 2015

City of Wellington
317 S. Washington Ave.
Wellington, KS 67152
Contact: Shane Shields, City Clerk
Phone: 620-326-2811
Email: shaneshields@cityofwellington.net
Financed a fire truck for the City in 2014

City of Ottawa, Kansas
101 S. Hickory, PO Box 60
Ottawa, KS 66067
Contact: Scott Bird, Director of Finance
Email: sbird@ottawaks.gov
Financed Public Works equipment for the City in 2014 & 2017

[LESSEE]
\$ _____
Lease Purchase Financing
[Closing Date]

Closing Documents

1. Master Lease Purchase Agreement – attached for execution
2. Lease Schedule No. 1 – attached for execution
 - a. Equipment Description
 - b. Payment Schedule – *In order to avoid a potential rate adjustment, all closing documents must be returned by _____.*
3. Acceptance Certificate – attached for future use
4. Escrow Agreement – attached for execution
5. Pay Proceeds Letter – attached for execution
6. Tax Certificate – attached for execution
7. Incumbency Certificate of Lessee – attached for execution
8. Resolution of Governing Body of Lessee – *Lessee to provide*
9. Opinion of Counsel to Lessee – *Lessee to provide*
10. IRS Form 8038-G – *Lessee to provide a copy prior to closing*
 - a. Evidence of filing Form 8038-G – *Lessee to file the original with the IRS, then provide Lessor with proof of mailing (post-closing)*
11. Evidence of Insurance – *Lessee to provide*

MASTER LEASE PURCHASE AGREEMENT

This Master Lease Purchase Agreement (this "Agreement"), dated as of _____, 2018, is made and entered into by and between BciCapital, Inc. ("Lessor"), and the _____, a political subdivision of the State of _____ ("Lessee").

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. LEASE OF EQUIPMENT; FUNDING

1.1. Lease; Possession and Use. Lessor hereby agrees to sell, transfer and lease to Lessee, and Lessee hereby agrees to acquire, purchase and lease from Lessor the property described in each Lease Schedule (defined herein) executed and delivered by Lessor and Lessee, upon the terms and conditions set forth herein, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto (the "Equipment"). Each Lease executed and delivered by Lessor and Lessee pursuant to this Agreement shall constitute a separate and independent lease and installment purchase of the Equipment described therein. This Agreement is not a commitment by Lessor to enter into any Lease and nothing in this Master Lease shall be construed to impose any obligation upon Lessor to enter into any proposed Lease. The decision whether Lessor enters into any Lease is within Lessor's sole discretion. As used herein, (i) "Lease Schedule" means a schedule substantially in the form attached as Exhibit A to this Agreement, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented, and (ii) "Lease" means a Lease Schedule each together with this Agreement the terms and conditions of which are incorporated therein.

1.2. Funding. Unless otherwise provide in the applicable Lease Schedule, in order to provide financing to pay the costs to acquire and install the Equipment set forth in the applicable Lease Schedule (the "Purchase Price"), Lessor and Lessee shall execute and deliver an escrow agreement relating to such Schedule in form and substance and with an escrow agent satisfactory to Lessor (an "Escrow Agreement"). If all conditions set forth in Section 1.3 have been satisfied in full or waived, then Lessor will deposit or cause to be deposited into an escrow fund under the related Escrow Agreement, or pay to Lessee an amount (which may include estimated investment earnings thereon) equal to the Purchase Price for the Equipment to be financed under the related Lease Schedule.

1.3. Funding Requirements. The funding of the Purchase Price and the performance by Lessor of any of its obligations pursuant to any Lease, are subject to the satisfaction or waiver of the following:

(a) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage or self-insurance as required by the Lease; (2) an opinion of Lessee's counsel and/or bond counsel to Lessee; (3) waivers of third parties holders of interests in the real property where the Equipment will be located, as Lessor may deem necessary; (4) copies of resolutions by Lessee's governing body, duly authorizing the Lease and the Escrow Agreement and incumbency certificates for the person(s) executing the Lease and the Escrow Agreement; (5) such documents and certificates as Lessor may request relating to federal tax-exemption of interest payable under the Lease, including (without limitation) IRS Form 8038-G or 8038-GC and evidence of the adoption of a reimbursement resolution or other official action in the event that Lessee is to be reimbursed for expenditures that it has paid more than 60 days prior to the funding of the Purchase Price; (6) if the Purchase Price will be paid to Lessee (or vendor(s) or supplier(s) of the Equipment on behalf of Lessee), an acceptance certificate for the Equipment (substantially in the form attached as Exhibit B to this Agreement)(an "Acceptance Certificate"), and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

- (b) Lessee has executed and delivered to Lessor the Lease Schedule, its related Payment Schedule and the related Escrow Agreement (if applicable);
- (c) no Event of Default shall have occurred and be continuing under any Lease;
- (d) no material adverse change shall have occurred in the financial condition of Lessee;
- (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (defined herein) other than the respective rights of Lessor and Lessee as herein provided; and
- (f) all representations of Lessee in the Lease remain true, accurate and complete.

1.4. Delivery, Installation and Acceptance of Equipment. Lessee shall order each Equipment, shall cause the Equipment to be delivered and installed at the locations specified under the applicable Lease Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. If the Purchase Price is deposited under an Escrow Agreement for the acquisition of the Equipment, such funds shall be disbursed as provided therein. The insufficiency of proceeds of any Lease to pay all costs of the Equipment subject thereto shall not affect Lessee's obligations under this Section. When the Equipment described in such Lease Schedule is delivered, installed and accepted, Lessee shall promptly execute and deliver to Lessor an Acceptance Certificate for the Equipment.

2. TERM

2.1. Term. The term of each Lease (the "Lease Term") shall commence on the Lease Date set forth in the applicable Lease Schedule and shall terminate upon payment of the all Rental Payments, unless sooner terminated pursuant to the Lease.

3. RENTAL PAYMENTS

3.1. Rental Payments. Lessee agrees to pay the rent payments ("Rental Payments") in the amounts and on the dates (each a "Payment Date") as specified in the Payment Schedule attached to each Lease Schedule. A portion of each Rental Payment is paid as interest as specified in the Payment Schedule for each Lease. All Rental Payments shall be paid to Lessor, at such places as Lessor may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments with lawful money of the United States of America from moneys legally available therefor.

3.2. Current Expense. The obligations of Lessee, including its obligation to pay the Rental Payments due in any fiscal year shall constitute a current expense of Lessee for such fiscal year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State of _____ (the "State"). THE RENTAL PAYMENTS ARE TO BE MADE ONLY FROM LESSEE'S LEGALLY AVAILABLE REVENUES APPROPRIATED ON AN ANNUAL BASIS, AND NEITHER LESSEE, THE STATE, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE UNDER A LEASE FROM THE COMPELLED LEVY OF AD VALOREM OR OTHER TAXES EXCEPT FROM THOSE LEGALLY AVAILABLE REVENUES APPROPRIATED BY LESSEE ON AN ANNUAL BASIS. Nothing herein shall constitute a pledge by Lessee of the full faith and credit or taxing power of the Lessee. The person or entity in charge of preparing Lessee's budget will include in the budget request for each fiscal year the Rental Payments to become due during such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all Rental Payments coming due therein. Lessor acknowledges that appropriation for Rental Payments is a governmental function which Lessee cannot

contractually commit itself in advance to perform. Lessee reasonably believes that moneys in an amount sufficient to make all Rental Payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the applicable Lease Terms.

3.3. Unconditional Rental Payments. Subject to Section 3.4 hereof: (a) Lessee's obligation to make Rental Payments and any other payments hereunder shall be absolute and unconditional; (b) Lessee shall make these payments when due and shall not withhold any of these payments pending final resolution of any disputes; (c) Lessee shall not assert any right of set-off or counterclaim against its obligation to make these payments; (d) Lessee's obligation to make Rental Payments or other payments shall not be abated through accident, unforeseen circumstances, failure of the Equipment to perform as desired, damage or destruction to the Equipment, loss of possession of the Equipment or obsolescence of the Equipment; and (e) Lessee shall be obligated to continue to make payments required of it by this Agreement if title to, or temporary use of, the Equipment or any part thereof shall be taken under exercise of the power of eminent domain.

3.4. Nonappropriation. If during the then current fiscal year of Lessee, sufficient funds are not appropriated to make Rental Payments required under a Lease for the following fiscal year (an "Event of Nonappropriation"), Lessee shall be deemed not to have renewed such Lease for the following fiscal year, and the Lease shall terminate at the end of the then current fiscal year, and Lessee shall not be obligated to make Rental Payments under the Lease beyond the then current fiscal year for which funds have been appropriated. Upon an Event of Nonappropriation, Lessee shall return the Equipment subject to the Lease to Lessor in accordance with the requirements of Section 11.3. Lessee shall notify Lessor in writing no later than 30 days following an Event of Nonappropriation, but failure to provide such notice shall not operate to extend the Lease Term. If Lessee fails to return the applicable Equipment or otherwise comply with Section 11.3, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments that would thereafter have come due if the Lease had not been terminated and which are attributable to the number of days after which Lessee fails to comply with Lessor's instructions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required. In addition, Lessor may, by written instructions to any escrow agent who is holding proceeds of the Lease, instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor.

3.5 Security Interest. As security for Lessee's obligations to pay all Rental Payments and all other amounts due and payable under each Lease and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due or existing or hereafter arising) of Lessee under such Lease, Lessee hereby grants to Lessor a first priority, security interest in any and all of the Equipment (now existing or hereafter acquired) under each Lease, moneys and investments held from time to time the Escrow Fund under each Escrow Agreement and any and all proceeds of any of the foregoing. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code financing statements and any amendments thereto and certificates of title or certificates of origin (or applications thereof) noting Lessor's interest thereon.

4. PURCHASE AND PREPAYMENT

4.1. End of Lease Term. Lessee shall have the option to purchase all of the Equipment under a Lease upon the expiration of the Lease Term and payment in full of all Rental Payments then due and all other amounts then owing under the Lease, and the payment of \$1.00 to Lessor.

4.2. Optional Prepayment. Lessee shall have the option to prepay its obligations under any Lease in whole but not in part on any Payment Date as set forth in the applicable Payment Schedule, but only if and to the extent the Lease Schedule provides for such prepayment. Lessee shall give written notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option will be exercised and shall pay to Lessor not later than such Payment Date an amount equal to all Rental Payments and any other amounts then due or past due under such Lease, including the Rental Payment due on the Payment Date on which the option shall be effective, and the applicable Prepayment Price set forth in the applicable Payment Schedule (the "Prepayment Price").

4.3. Excess Proceeds. Lessee's obligations under a Lease shall be prepaid in part from the excess proceeds of the Lease on the terms set forth in any Escrow Agreement pursuant to which proceeds of the Lease are being held.

4.4. Release of Lessor's Interest. Upon timely receipt, in collected funds, of all amounts required for the purchase of the Equipment subject to any Lease pursuant to Section 4.1 or the prepayment in whole of any Lease pursuant to Section 4.2, such Lease shall terminate, all of Lessor's right, title and interest in and to the Equipment shall terminate, and Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably request to evidence the termination of the Lease and Lessor's interest in the Equipment, without warranty by or recourse to Lessor.

5. REPRESENTATION, WARRANTIES AND COVENANTS.

5.1. Representations and Warranties. Lessee shall be deemed to make the following representations and warranties to Lessor with respect to each Lease, in each case as of the Lease Date for such Lease:

(a) Lessee is a state or political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"), duly organized and existing under the Constitution and laws of the State, and is authorized under the Constitution and laws of the State to enter into this Agreement, the Lease and the transactions contemplated hereby and thereby, and to perform all of its obligations under this Agreement and the Lease.

(b) The execution and delivery of this Agreement and the Lease Schedule have been duly authorized by all necessary action of Lessee's governing body and such action is in compliance with all public bidding and other State and federal laws applicable to this Agreement and the acquisition and financing of the Equipment by Lessee.

(c) This Agreement and the Lease Schedule have been duly executed and delivered by and constitute the valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms.

(d) The execution, delivery and performance of this Agreement and the Lease Schedule by Lessee does not (i) violate any State or federal law or local law or ordinance, or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee, or (ii) conflict with or result in the breach or violation of any term or provision of, or constitute a default under, any note, bond, mortgage, indenture, agreement, deed of trust, lease or other obligation to which Lessee is bound.

(e) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Lessee's knowledge, threatened against or affecting Lessee, challenging Lessee's authority to enter into this

Agreement or the Lease Schedule or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Agreement or the Lease Schedule.

(f) Lessee or Lessee's governing body has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments during the current fiscal year, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

(g) Lessee has an immediate need for, and expects to make immediate use of, the Equipment, which need is not temporary or expected to diminish during the applicable Lease Term.

5.2. Tax Covenants.

(a) Lessee covenants and agrees that it will (i) complete and timely file an information reporting return with the Internal Revenue Service ("IRS") in accordance with Section 149(e) of the Code; (ii) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code including, without limitation, use by private persons or entities pursuant to contractual arrangements which do not satisfy IRS guidelines for permitted management contracts, as the same may be amended from time to time; (iii) invest and reinvest moneys on deposit in the any escrow fund related to each Lease from time to time in a manner that will not cause such Lease to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code; (iv) rebate an amount equal to excess earnings in any such escrow fund to the federal government if required by, and in accordance with, Section 148(f) of the Code and make the determinations and maintain the records required by the Code; and (v) comply with all provisions and regulations applicable to establishing and maintaining the excludability of the interest component of the Rental Payments under each Lease from federal gross income pursuant to Section 103 of the Code.

(b) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor that Lessor may not exclude the interest component of any Rental Payment under a Lease from federal gross income, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rental Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rental Payments under the Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after tax yield on the transaction evidenced by such Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay additional rent to Lessor on each succeeding Rental Payment due date in such amount as will maintain such after tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error).

6. INSURANCE; CASUALTY AND CONDEMNATION

6.1. Liability and Property Insurance. Lessee shall, at its own expense, procure and maintain continuously in effect during each Lease Term: (a) public liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the Equipment sufficient to protect Lessor and its assigns from liability in all events, with a coverage of not less than \$1,000,000 per occurrence unless specified differently in the related Lease Schedule, and (b) insurance against such hazards as Lessor may require, including, but not limited to, all-risk casualty and property insurance, in an amount equal to the greater of the full replacement cost of the Equipment or the applicable Prepayment Price.

6.2. Insurance Requirements. All insurance policies required by Section 6.1 shall be taken out and maintained with insurance companies acceptable to Lessor and shall contain a provision that thirty (30) days prior to any change in the coverage (including cancellation) the insurer must provide written notice to the insured parties. No insurance shall be subject to any co-insurance clause. Each liability insurance policy shall be endorsed to name Lessor and its assigns as an additional insured party and each casualty and property insurance policy shall be endorsed to name Lessor and its assigns as loss payee, in each case regardless of any breach of warranty or other act or omission of Lessee. Lessee may self-insure against the risks described in Section 6.1 with the prior written consent of Lessor.

7. ADDITIONAL OBLIGATIONS

7.1. Use and Maintenance of Equipment. Lessee shall, at its own expense, maintain the Equipment in good condition and proper working order, and shall make all necessary repairs and replacements to keep the Equipment in such condition. The Equipment will be used by Lessee only for the purpose of performing Lessee's essential governmental functions. Lessee shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any manufacturer's guidelines or in violation of any applicable law or regulation or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment. Lessee shall have sole responsibility to maintain and repair the Equipment. Lessee shall keep (or in the case of Equipment constituting motor vehicles, house) the Equipment at the address specified in the related Lease Schedule; provided that Lessee may change the location at which any Equipment is kept (or housed) with thirty (30) days prior written notice to Lessor specifying the address of the new location. Lessee shall provide Lessor access at all reasonable times to examine and inspect the Equipment and provide Lessor with such access to the Equipment as may be reasonably necessary to perform maintenance on the Equipment in the event of failure by Lessee to perform its obligations hereunder. If Lessor reasonably determines that Lessee is not maintaining any of the Equipment in accordance with this Section, Lessor may (in addition to any other remedies it may have) require Lessee to enter into maintenance contracts for such Equipment in form approved by Lessor and with approved providers.

7.2. Taxes. Lessee shall pay all taxes, assessments and other charges which are assessed or levied against the Equipment or any part thereof, during the Lease Term, whether assessed against Lessee or Lessor. With respect to any taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Equipment.

7.3. Modification of Equipment. Lessee will not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition will change or impair the originally intended value, function or use of the Equipment.

7.4. Liens. Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or other claim with respect to the Equipment (each, a "Lien"), other than the respective rights of Lessor and Lessee as herein provided. Lessee shall promptly, at its own expense, take such actions as may be necessary duly to discharge or remove any such claim if the same shall arise at any time.

7.5. Financial Information. Lessee shall deliver to Lessor (i) its annual audited financial statements within 210 days after the end of each fiscal year, (ii) its annual budget for each fiscal year promptly following approval thereof, and (iii) such other financial statements and information relating to the ability of Lessee to satisfy its obligations under this Agreement and the Lease as may be reasonably requested by Lessor from time to time.

8. TITLE; NO WARRANTIES BY LESSOR

8.1. Title. During the Lease Term, legal title to all Equipment shall be in Lessee, subject to Lessor's interests under the applicable Lease Schedule and this Agreement. Upon an Event of Default or an Event of Nonappropriation, title shall immediately vest in Lessor, free and clear of any right, title or interest of Lessee.

8.2. Personal Property. The Equipment is and shall at all times be and remain personal property and not fixtures.

8.3. No Warranties. LESSEE ACQUIRES AND LEASES THE EQUIPMENT UNDER EACH LEASE "AS IS." LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT UNDER ANY LEASE. LESSOR DOES NOT REPRESENT THE MANUFACTURER, SUPPLIER, OWNER OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT UNDER ANY LEASE. NEITHER THE MANUFACTURER, SUPPLIER OR DEALER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE MANUFACTURER, SUPPLIER OR DEALER IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY. For and during the Lease Term under each Lease, Lessor assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor for the benefit of the Lessee in accordance with Lessee's specifications from suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, (e) any warranty, representation, guaranty or agreement made by any manufacturer or supplier or any representative of said parties shall not be binding upon Lessor, and (f) the Lessor shall cause the supplier to identify the Lessee as an intended beneficiary of its warranty, if any.

9. RISK OF LOSS; CASUALTY

9.1. Risk of Loss. As between Lessee and Lessor, Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part for any reason whatsoever. No loss to any Equipment shall relieve Lessee from the obligation to make any Rental Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 9.

9.2. Notice of Loss. If a casualty occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

9.3. Application of Proceeds. If Lessor determines that any item of Equipment has suffered a casualty loss is beyond repair, then Lessee shall either: (a) immediately replace such Equipment with similar equipment in good repair, condition and working order free and clear of any liens and deliver to Lessor a purchase order, bill of sale or other evidence of sale to Lessee covering the replacement equipment,

in which event such replacement equipment shall automatically be Equipment under the applicable Lease, or (b) on the next scheduled Payment Date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rental Payment due on such date, plus (ii) an amount equal to the applicable Prepayment Price set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Prepayment Price to be paid by Lessee with respect to the such Equipment.

9.4. Claims and Expenses. Lessee shall bear the risk of loss for, shall pay directly and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

10. ASSIGNMENT

10.1. Assignment by Lessor. Lessor may assign its rights, title and interest in and to any Lease, any Equipment or any Escrow Agreement (including the escrow fund thereunder), and/or may grant or assign a security interest in any Lease, its Equipment or any Escrow Agreement (including the escrow fund thereunder), in whole or in part, to any party at any time and from time to time without Lessee's consent. Any such assignee or lien holder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease and Escrow Agreement. LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR. Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease, its Equipment or any Escrow Agreement (including the Escrow Fund thereunder) shall be enforceable against Lessee only after Lessee receives a written notice of assignment that discloses the name and address of each such Assignee. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

10.2. Assignment and Subleasing by Lessee. Neither this Agreement nor any Lease or any Equipment may be assigned, subleased, sold, transferred, pledged or mortgaged by Lessee.

11. EVENTS OF DEFAULT; REMEDIES

11.1. Events of Default Defined. The occurrence of any of the following events with respect to a Lease shall constitute an Event of Default under the Lease:

- (a) Lessee's failure to pay any Rental Payment or other amount required to be paid to Lessor under the Lease within ten (10) days following the due date thereof, other than by reason of an Event of Nonappropriation;
- (b) Lessee fails to perform or observe any of its obligations under Section 6, 7.4 or 10.2 hereof;
- (c) With the exception of the above clauses (a) or (b), Lessee's failure to perform or abide by any condition, agreement or covenant with respect to the Lease for a period of thirty (30) days after written

notice by Lessor to Lessee specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of time prior to its expiration;

(d) Lessee shall be in default with respect to the payment or performance of any indebtedness, liability or obligation to Lessor or any of its affiliates under any note, loan agreement, security agreement, lease, title retention or conditional sales agreement or any other instrument or agreement (including the occurrence of any Event of Default under any other Lease then held by Lessor), whether accelerated or otherwise and any applicable grace period with respect thereto has expired;

(e) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; or

(f) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency, moratorium or similar law.

11.2. Remedies on Default. Upon the occurrence of any Event of Default with respect to a Lease, Lessor shall have the right, at its option and without any further demand or notice to one or more or all of the following remedies with respect to the Lease:

(a) Lessor, with or without terminating the Lease, may declare all Rental Payments payable under the Lease to the end of the then-current fiscal year of Lessee to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable.

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 11.3 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand, without any court order or other process of law and without liability for any damage occasioned by such repossession; and Lessor may thereafter dispose of the Equipment. If Lessor terminates the Lease and disposes of any or all of the Equipment, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs and expenses (including, but not limited to, attorneys' fees) incurred in securing possession of the Equipment; (ii) all costs and expenses incurred in completing the disposition of the Equipment; (iii) any sales or transfer taxes incurred in the disposition of the Equipment; (iv) any Rental Payments payable under the Lease to the end of the then-current fiscal year of Lessee; (v) the outstanding principal component of Rental Payments under the Lease; and (vi) any other amounts then due under the Lease. Any disposition proceeds remaining after the requirements of clauses (i), (ii), (iii), (iv), (v) and (vi) have been met shall be paid to Lessee. No deficiency shall be allowed against Lessee, except with respect to any unpaid Rental Payments to the end of the then-current fiscal year of Lessee and unpaid costs and expenses incurred by Lessor in connection with the repossession and disposition of the Equipment.

(c) By written notice to any escrow agent that is holding proceeds of the Lease under an Escrow Agreement, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Lease; or

(d) Lessor may exercise any other remedy available, at law or in equity, with respect to such Event of Default. Lessee shall pay the reasonable attorneys' fees and expenses incurred by Lessor in exercising any remedy hereunder.

11.3. Return of Equipment; Release of Lessee's Interest. Upon termination of any Lease prior to the payment of all Rental Payments or the applicable Prepayment Price (whether as result of an Event of Nonappropriation or Event of Default) thereunder, Lessee shall, within ten (10) days after such termination, at its own expense: (a) perform any testing and repairs required to place the related Equipment in the condition required by Section 7; (b) if deinstallation, disassembly or crating is required, cause such Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; (c) return such Equipment to a location in the continental United States specified by Lessor, freight and insurance prepaid by Lessee; and (d) comply with any additional return conditions specified in the Lease Schedule. Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title and ownership to Lessor and termination of Lessee's interest in the Equipment.

With respect to any provision of the Agreement requiring Lessee to return all or any portion of the Equipment to Lessor or to transfer title to all or any portion of the equipment to Lessor, Lessee agrees to voluntarily do so. In the event that Lessee fails or refuses to return or transfer the Equipment or title thereto voluntarily as set forth above, Lessor acknowledges that the Agreement does not and shall not create a right in Lessor to involuntarily dispossess Lessee of title to or possession of all or any item of the Equipment.

11.4. Late Charge. To the extent permitted by applicable law, Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at a rate equal to the interest rate set forth in the applicable Lease Schedule plus 5% per annum or the maximum amount permitted by law, whichever is less (the "Default Rate"), from such date.

11.5. No Remedy Exclusive. Each of the rights and remedies under this Agreement and each Lease is cumulative and may be enforced separately or concurrently. No course of dealing or conduct between Lessor and Lessee shall be effective to amend, modify or change any provisions of this Agreement or any Lease. No failure or delay by Lessor to insist upon the strict performance of any term, covenant or agreement of the Agreement or any Lease, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude Lessor from exercising any such right, power or remedy at any later time or times.

11.6. Costs and Attorneys' Fees. Upon the occurrence of an Event of Default, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts payable hereunder, all of Lessor's costs of collection, including reasonable attorneys' fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid, and shall bear interest at the Default Rate. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial and on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

12. MISCELLANEOUS PROVISIONS

12.1. Notices. All written notices to be given under this Agreement shall be given (a) personally, (b) by mail in registered or certified form, with postage prepaid, or (c) by overnight courier, charges prepaid, in each case to the party entitled thereto at its address specified beneath each party's signature, or at such address as the party may provide to the other parties hereto in writing from time to time, and to any assignee at its address as it appears on the registration books maintained by Lessee. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail, 24 hours after deposit with a courier, or, if given by other means, when delivered.

12.2. Binding Effect. This Agreement and each Lease hereunder shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and assigns. Specifically, as used herein the term "Lessor" means, with respect to a Lease, any person or entity to whom Lessor has assigned its right to receive Rental Payments under such Lease.

12.3. Severability. In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

12.4. Entire Agreement; Amendments. Each Lease constitutes the entire agreement of the parties with respect to the subject matter thereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. Each Lease may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee.

12.5. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or clauses hereof.

12.6. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required to perfect, confirm, establish, reestablish, continue or complete the interests of Lessor in this Agreement and each Lease, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and each Lease.

12.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

12.8. Usury. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary herein or in any Lease Schedule, in no event shall this Agreement or any Lease hereunder require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum amount permitted by applicable law. Any such excess interest or fees shall first be applied to reduce principal, and when no principal remains, refunded to Lessee. In determining whether the interest paid or payable exceeds the highest lawful rate, the total amount of interest shall be spread through the applicable Lease Term so that the interest is uniform through such term.

12.9. Waiver of Jury Trial. To the extent permitted by applicable law, Lessor and Lessee hereby waive any right to trial by jury in any action or proceeding with respect to, in connection with or arising out of this Agreement.

12.10. USA Patriot Act Compliance Notification. Lessor hereby notifies Lessee that pursuant to the requirements of the USA PATRIOT Act (the "Patriot Act"), it is required to obtain, verify and record information that identifies Lessee, which information includes the name and address of Lessee and other information that will allow Lessor to identify Lessor in accordance with the Patriot Act. Lessee shall, promptly upon Lessor's request, provide all documentation and other information that Lessor requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

12.11. Relationship of Parties. Lessee acknowledges and agrees that (i) this Agreement and each Lease and the transactions related thereto is an arm's-length commercial transaction between Lessor and Lessee, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, Lessor is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of Lessee, (iii) Lessor has not assumed an advisory or fiduciary responsibility in favor of Lessee with respect to the transactions contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether Lessor or any affiliate thereof has provided other services or is currently providing other services to Lessee on other matters) and Lessor has no obligation to Lessee with respect to the transactions contemplated hereby except the obligations expressly set forth in this Agreement and any Lease, and (iv) Lessee has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

[The remainder of this page is intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Lessor has caused this Agreement to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Agreement to be executed in its name by its duly authorized officer.

Lessee

BCICAPITAL, INC.
Lessor

By: _____
Name:
Title:

Address:

Attention:

Telephone:
E-mail address:

By: _____
Name:
Title:

Address: 390 N. Orange Ave., Suite 2600
Orlando, FL 32801

Attn: Michael Powers
Senior Vice President

Telephone: (410) 458-5747
E-mail address: mike.powers@bcicmg.com

[Signature Page to Master Lease Purchase Agreement]

LEASE SCHEDULE NO. _____
to Master Lease Purchase Agreement

Dated:

This Lease Schedule (this "Lease Schedule") relates to the Master Lease Purchase Agreement dated as of _____, 2018 (the "Agreement") between the undersigned Lessor and Lessee, together with the terms and conditions of the Agreement incorporated herein by reference, constitutes a Lease. Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Agreement. All terms and conditions of the Master Lease are incorporated herein, by reference.

1. Equipment Description. As used in the Lease, "Equipment" means all of the property described in Exhibit 1 attached to this Lease Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.
2. Purchase Price. The Purchase Price for the Equipment is \$[---] which amount shall be deposited in the Escrow Fund established pursuant to that certain Escrow Agreement dated as of _____, 2018 among Lessor, Lessee and City National Bank of Florida.
3. Rental Payments; Lease Term. The Rental Payments to be paid by Lessee to Lessor, the Lease Date of this Lease and the Lease Term of this Lease are set forth on the Payment Schedule attached to this Lease Schedule as Exhibit 2.
4. Essential Use; Current Intent of Lessee. Lessee represents that (a) the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens, (b) the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority and will not be used in a trade or business of any person or entity, and (c) the useful life of the Equipment is not less than the stated full Lease Term of this Lease. Lessee has determined that a present need exists for the Equipment which need is not temporary or expected to diminish in the near future. Lessee currently intends for the full Lease Term: to use the Equipment; and to continue this Lease.
5. Representations, Warranties and Covenants. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of execution of this Lease Schedule.
6. Bank Qualified. Lessee certifies that it has designated this Lease as a qualified tax-exempt obligation in accordance with Section 265(b)(3) of the Code, that it has not designated more than \$10,000,000 of its obligations as qualified tax-exempt obligations in accordance with such Section for the current calendar year and that it reasonably anticipates that the total amount of tax-exempt obligations to be issued by Lessee during the current calendar year will not exceed \$10,000,000.

IN WITNESS WHEREOF, Lessor has caused this Lease Schedule to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Lease Schedule to be executed in its name by its duly authorized officer.

Lessee

BCICAPITAL, INC.
Lessor

By: _____
Name:
Title:

Address:
Attention:

Telephone:
E-mail address:

By: _____
Name:
Title:

Address: 390 N. Orange Ave., Suite 2600
Orlando, FL 32801
Attn: Michael Powers
Senior Vice President

Telephone: (410) 458-5747
E-mail address: mike.powers@bcicmg.com

Exhibit 1

Equipment Description

[Describe Equipment and Purchase Price]

Exhibit 2

Payment Schedule

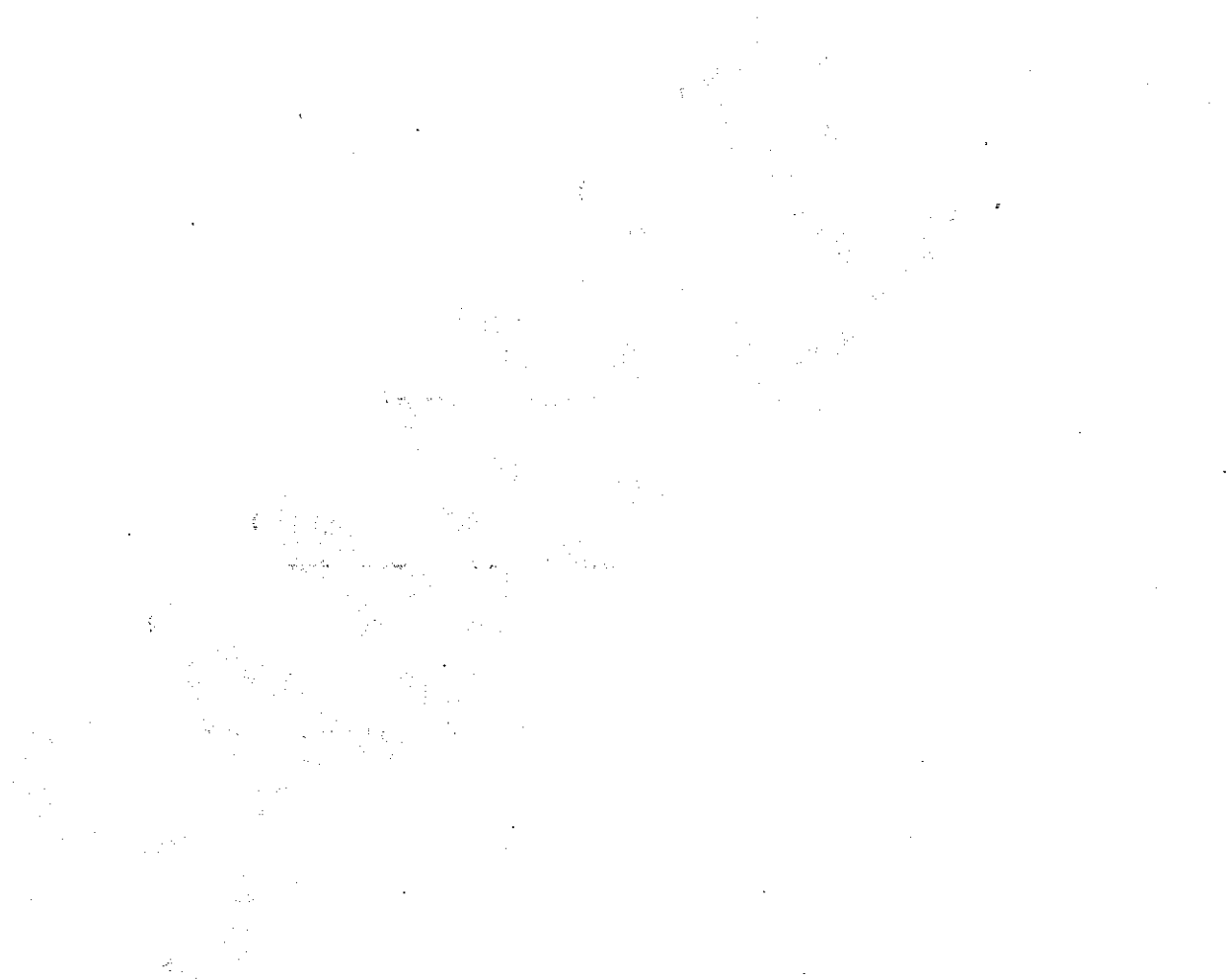


EXHIBIT B

**Form of
ACCEPTANCE CERTIFICATE**

BciCapital, Inc.
390 N. Orange Ave., Suite 2600
Orlando, FL 32801

Re: Lease Schedule No. ____ dated [DATE] (the "Lease Schedule") to that certain Master Lease Purchase Agreement dated as of [Date] (the "Agreement") and together with the Lease Schedule, the "Lease") between BciCapital, Inc., as Lessor, and _____, as Lessee

Ladies and Gentlemen:

I, the undersigned, hereby certify that I am the duly qualified and acting officer of Lessee identified below and, with respect to the above-referenced Lease Schedule, that:

1. The Equipment subject to the Lease Schedule and the Lease has been delivered and installed, is in good working order and is fully operational and has been fully accepted by Lessee on or before the date hereof.
2. Attached hereto are true and correct copies of the manufacturers' and dealers' invoices for the Equipment.
3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current fiscal year of Lessee. Such moneys will be applied in payment of all such Rental Payments due and payable during such current fiscal year.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

Date: _____

Lessee

By: _____
Name:
Title:

ESCROW AGREEMENT

This Escrow Agreement (this "Agreement"), dated as of _____, 2018, by and among BciCapital, Inc. (and any successors and permitted assigns "Lessor"), _____, a body corporate and politic and a political subdivision existing under the laws of the State of _____ ("Lessee"), and City National Bank of Florida, in its capacity as escrow agent hereunder ("Escrow Agent").

Reference is made to that certain Lease Schedule No. 1 dated _____, 2018 to that certain Master Lease Purchase Agreement dated as of _____, 2018, each between Lessor and Lessee (hereinafter collectively referred to as the "Lease"), covering the acquisition and lease of certain Equipment described therein (the "Equipment"). It is a requirement of the Lease that the Purchase Price (\$_____) be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Creation of Escrow Account.

(a) There is hereby created an escrow fund to be known as the "Escrow Account" (the "Escrow Account") to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) The Escrow Agent shall place all escrow funds in a demand deposit account or as otherwise agreed upon between the parties.

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall deposit into the Escrow Account any funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) _____, 201_ ("Termination Date") and (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account or (ii) written notice given by Lessor of the occurrence of a default or termination of the Lease due to non-appropriation.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. Lessee shall reimburse the Escrow Agent for all such reasonable costs and expenses. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the "Effective Date"), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties responsibilities or obligations shall be read into this Agreement.

2. Acquisition of Equipment.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Lessee's compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee and Lessor that Disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due and the manner of disbursement (check or wire).

Each such requisition shall be signed by an authorized representative of Lessee (an "Authorized Representative") and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1; and
2. Delivery to Lessor true and correct copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by Section 1.3 of the Lease and any additional documentation reasonably requested by Lessor.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule I and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied.

3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in Section 1.3 of the Lease, Lessor will cause the Purchase Price to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account.

4. Excessive Escrow Account. Lessor shall provide Escrow Agent written instructions and a representation that one of the following conditions has been satisfied, (upon which representation Escrow Agent shall conclusively rely,) (a) the Termination Date; or (b) the date on which Lessee executes an Acceptance Certificate; or (c) upon a termination of the Escrow Account as otherwise provided herein. Upon receipt of such written instructions, any funds remaining in the Escrow Agreement shall be distributed by the Escrow Agent first, ten percent (10%) of the funds then remaining in the Escrow Account shall be disbursed to the Escrow Agent as its escrow agent fees ("Fees") and second, the remaining balance after deducting the Fees shall be disbursed to the Lessor and Lessor shall apply such funds to amounts owed by Lessee under the Lease.

5. Security Interest. The Escrow Agent and Lessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Account, and all proceeds thereof.

6. Control of Escrow Account. In order to perfect Lessor's security interest by means of control in (i) the Escrow Account established hereunder, (ii) all funds now or hereafter credited to the Escrow Account, (iii) all of Lessee's rights in respect of the Escrow Account, and (iv) all products, proceeds

and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), Lessor, Lessee and Escrow Agent further agree as follows:

- (a) All terms used in this Section 6 which are defined in the Commercial Code of the State of Florida ("Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.
- (b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.
- (c) Provided that account investments shall be held in the name of the Escrow Agent, Escrow Agent hereby represents and warrants (a) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (b) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (c) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.
- (d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.
- (e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Lessee may affect the form of deposit account for the Collateral within the Escrow Account, but will not, without the prior written consent of Lessor, withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including interest income), transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.
- (f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.
- (g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.
- (h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 8 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

7. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This agreement may not be amended except in writing signed by all parties hereto. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail; provided that any formal notice be attached to an email message in PDF format; and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

If to Lessor: BciCapital, Inc.
390 N. Orange Ave., Suite 2600
Orlando, FL 32801
Attention: Michael Powers

If to Lessee: _____

Attention: _____

If to Escrow Agent: City National Bank of Florida
25 West Flagler Street
Miami, FL 33130
Attention: Account Services

9. This Agreement shall be governed by and construed in accordance with the laws of the State of _____.

10. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

11. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date first above written.

BCICAPITAL, INC.
as Lessor

as Lessee

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CITY NATIONAL BANK OF FLORIDA
as Escrow Agent

By: _____
Name: _____
Title: _____

[Signature Page to Escrow Agreement]

SCHEDULE I
to the Escrow Agreement

FORM OF DISBURSEMENT REQUEST

Re: Lease Schedule No. ____ dated [DATE] to that certain Master Lease Purchase Agreement dated as of [DATE], each between Lessor and Lessee (hereinafter collectively referred to as the "Lease") (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow Agreement, dated as of [DATE] (the "Escrow Agreement") by and among BciCapital, Inc., as lessor (and its successors and permitted assigns, "Lessor"), [LESSEE] ("Lessee") and City National Bank of Florida, as escrow agent (the "Escrow Agent"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Agreement for the following purposes:

Payee's Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose

(i) (a) Each obligation specified in the foregoing table has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the foregoing table has been delivered, installed and accepted by Lessee. Attached hereto is a true and correct copy of the invoice with respect to such obligation.

(iii) The undersigned, as authorized representative of Lessee, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(vii) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

Dated: _____

[LESSEE]

By: _____
Name: _____
Title: _____

Disbursement of funds from the Escrow
Account in accordance with the foregoing
Disbursement Request hereby is authorized

BCICAPITAL, INC.
as Lessor under the Lease

By: _____
Name: _____
Title: _____

PAY PROCEEDS LETTER

_____, 2018

BciCapital, Inc.
390 N. Orange Ave., Suite 2600
Orlando, FL 32801

Ladies and Gentlemen:

The undersigned, an authorized officer of the [LESSEE] ("Lessee"), hereby authorizes BciCapital, Inc. ("Lessor") to pay the proceeds of the financial accommodations provided to Lessee by Lessor evidenced by that certain Master Lease Purchase Agreement, dated as of _____, 2018 and the related Lease Schedule No. 1 dated _____, 2018, between Lessor and Lessee, to the following account of Lessee:

Account:

Amount of Deposit

[City National Bank of Florida]
Account #:

\$ _____

[LESSEE]

By: _____
Name: _____
Title: _____

TAX CERTIFICATE

This Tax Certificate (this "Certificate") is executed and delivered as of _____, 2018 (the "Lease Date") by the [LESSEE] ("Lessee") in connection with that certain Master Lease Purchase Agreement dated as of _____, 2018 (the "Agreement") by and between Lessee and BciCapital, Inc. ("Lessor") and Lease Schedule No. _____ dated as of _____, 2018, between Lessee and Lessor (the "Lease Schedules," and together with the Agreement, the "Lease"). The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Lease.

Section 1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment (the "Equipment") to be acquired by Lessor and leased to Lessee pursuant to and in accordance with the Lease. As described in the Lease, Lessor shall apply \$ _____ (the "Principal Amount") toward the acquisition of the Equipment and Lessee shall make Rental Payments under the terms and conditions as set forth in the Lease.

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Lease, pursuant to the resolution or other official action of Lessee adopted with respect to the Lease, a copy of which has been delivered to Lessor.

1.3. The Lease is being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Lease Schedules. The Principal Amount will be paid to Lessee on the date hereof.

1.4. Lessee will complete and timely file for each payment schedule issued under the Lease a Form 8038-G relating to such Lease with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").

Section 2. Non-Arbitrage Certifications.

2.1. The Rental Payments due under the Lease will be made with monies retained in Lessee's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be created or maintained for the payment of the Rental Payments due under the Lease or pledged as security therefor.

2.2. There have been and will be issued no obligations by or on behalf of Lessee that would be deemed to be (i) issued or sold within fifteen (15) days before or after the Lease Date, (ii) issued or sold pursuant to a common plan of financing with the Lease and (iii) paid out of substantially the same source of funds as, or deemed to have substantially the same claim to be paid out of substantially the same source of funds as, the Lease.

2.3. Other than the Principal Amount, Lessee does not and will not have on hand any funds that are or will be restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, as a substitute, replacement or separate source of financing for the Equipment.

2.4. No portion of the Principal Amount is being used by Lessee to acquire investments which produce a yield materially higher than the yield realized by Lessor from Rental Payments received under the Lease. As used in this certificate, the term "yield" means yield computed by the actuarial method using a 360-day year and semi-annual compounding, resulting in a discount rate which, when used in computing

the present worth of all payments of principal and interest to be paid on an obligation, produces an amount equal to the issue price, fair market value, present value or purchase price thereof, as applicable, and is determined in all respects in accordance with Section 148 of the Code.

2.5. The Principal Amount does not exceed the amount necessary for the governmental purpose for which the Lease was entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the Equipment.

2.6. Lessee does not expect to convey, sublease or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final Payment Date under the Lease.

Section 3. Disbursement of Funds; Reimbursement to Lessee.

3.1. It is contemplated that the entire Principal Amount will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that, if applicable, a portion of the Principal Amount may be used by Lessee as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.2 below are satisfied.

3.2. Lessee shall not use any portion of the principal amount in order to be reimbursed for Equipment acquisition cost payments already made by it unless each of the following conditions have been satisfied:

(a) Lessee adopted a resolution or otherwise declared its official intent in accordance with Treasury Regulation § 1.150-2 (the "Declaration of Official Intent"), wherein Lessee expressed its intent to be reimbursed from the proceeds of a borrowing for all or a portion of the cost of the Equipment, which expenditure was paid to the Vendor not earlier than sixty (60) days before Lessee adopted the Declaration of Official Intent;

(b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months after the expenditure was paid or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;

(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles; and

(d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treasury Regulation § 1.148-10 to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements.

Section 4. Use and Investment of Funds; Temporary Period.

4.1. Lessee has incurred or will incur, within six (6) months from the Lease Date, binding obligations to pay an amount equal to at least five percent (5%) of the Principal Amount toward the costs of the Equipment. An obligation is not binding if it is subject to contingencies within Lessee's control. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.2. An amount equal to at least eighty-five percent (85%) of the Principal Amount will be expended to pay the cost of the Equipment by the end of the three-year period commencing on the Lease Date. No portion of the Principal Amount will be used to acquire investments that do not carry out the

governmental purpose of the Lease and that have a substantially guaranteed yield in excess of the yield on the Lease.

4.3. (a) Lessee covenants and agrees that it will rebate an amount equal to excess earnings on the Principal Amount to the Internal Revenue Service if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by and otherwise comply with the regulations applicable thereto. Lessee reasonably expects to cause the Equipment to be acquired by no later than 18 months from the Lease Date.

(b) Lessee will provide evidence to Lessor that the rebate amount has been calculated and paid to the Internal Revenue Service in accordance with Section 148(f) of the Code unless: (i) the entire Principal Amount is expended on the Equipment by the date that is the six-month anniversary of the Lease Date or (ii) the Principal Amount is expended on the Equipment in accordance with the following schedule: At least fifteen percent (15%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within six months from the Lease Date; at least sixty percent (60%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within 12 months from the Lease Date; and one hundred percent (100%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment by no later than 18 months from the actual Lease Date.

Section 5. No Private Use; No Consumer Loan.

5.1. Lessee will not exceed the private use restrictions set forth in Section 141 of the Code. Specifically, Lessee will not permit more than 10% of the Principal Amount to be used for a Private Business Use (as defined herein) if, in addition, the payment of more than ten percent (10%) of the Principal Amount plus interest earned thereon is, directly or indirectly, secured by (i) any interest in property used or to be used for a Private Business Use or (ii) any interest payments in respect of such property or derived from any payment in respect of property or borrowed money used or to be used for a Private Business Use.

In addition, if both (A) more than five percent (5%) of the Principal Amount is used as described above with respect to Private Business Use and (B) more than five percent (5%) of the Principal Amount plus interest earned thereon is secured by Private Business Use property or payments as described above, then the excess over such five percent (5%) (the "Excess Private Use Portion") will be used for a Private Business Use related to the governmental use of the Equipment. Any such Excess Private Use Portion of the Principal Amount will not exceed the portion of the Principal Amount used for the governmental use of the particular project to which such Excess Private Use Portion is related. For purposes of this paragraph 5.1, "Private Business Use" means use of bond proceeds or bond financed-property directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and excluding use as a member of the general public.

5.2. No part of the Principal Amount or interest earned thereon will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

Section 6. No Federal Guarantee.

6.1. Payment of the principal or interest due under the Lease is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

6.2. No portion of the Principal Amount or interest earned thereon shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United

States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Lease to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 7. Post-Issuance Compliance.

7.1 In the event an action takes place (or is anticipated to take place) that will cause the Equipment not to be used for qualified uses under Section 141 of the Code, Lessee will consult with bond counsel as soon as practicable about taking remedial action as described in Treasury Regulation Section 1.141-12. Lessee will take all actions necessary to ensure that the "nonqualified bonds" (as defined in Treasury Regulation Section 1.141-12) are properly remediated in accordance with the requirements of the Treasury Regulations. Lessee is familiar with the Internal Revenue Service's Voluntary Compliance Agreement Program pursuant to which issuers of tax-exempt debt may voluntarily resolve violations of the Code and applicable Treasury Regulations on behalf of the holders of such debt or themselves through closing agreements with the Internal Revenue Service.

7.2. Lessee will actively monitor the requirements of the Code and the Treasury Regulations (a) set forth in this certificate and confirm that such requirements are met no less than once per year; (b) related to the allocation and accounting of proceeds to capital projects and will maintain a list that specifies the allocation of proceeds of the Lease to the costs of the Equipment; and (c) related to arbitrage limitations, including yield restriction, rebate requirements and the investment of gross proceeds of the Lease. The office within Lessee that is currently responsible for such monitoring is the finance department.

Section 8. Miscellaneous.

8.1. Lessee shall keep a complete and accurate record of all owners or assignees of the Lease in form and substance satisfactory to comply with the registration requirements of Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

8.2. Lessee shall maintain complete and accurate records establishing the expenditure of the Principal Amount and interest earnings thereon for a period of five (5) years after payment in full under the Lease.

8.3. To the best of the undersigned's knowledge, information and belief, the above expectations are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

[Signature Page Follows]

IN WITNESS WHEREOF, this Tax Certificate has been executed on behalf of Lessee as of the
Lease Date.

[LESSEE]
Lessee

By: _____

Print Name:

Title:

[Signature Page to Tax Certificate]

INCUMBENCY CERTIFICATE

The undersigned, the duly [elected][appointed] and acting [Secretary] [City Clerk] [County Clerk] of _____ ("Lessee") certifies as follows:

1. The individuals identified below are the duly elected or appointed officers of Lessee holding the offices set forth opposite their respective names.

2. The individuals identified below have the authority on behalf of Lessee to enter into that certain Master Lease Purchase Agreement dated as of [DATE] between such entity and **BCICAPITAL, INC.**

<u>Name</u>	<u>Title</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate as of this ____ day of _____, _____.

By: _____
Name: _____
Title: [Board or Town Clerk]

[Letterhead of Counsel to Lessee]

[Closing Date]

BciCapital, Inc.
390 N. Orange Ave., Suite 2600
Orlando, Florida 32801

Re: Lease Schedule No. _____, dated _____, to Master Lease
Purchase Agreement, dated as of _____, between BciCapital,
Inc., as Lessor, and [Lessee], as Lessee

Ladies and Gentlemen:

[I][We] have acted as counsel to [Lessee] ("Lessee") in connection with the above-referenced transaction. In such capacity, [I][We] have reviewed (a) an executed counterpart of a certain Master Lease Purchase Agreement, dated as of _____ (the "Agreement"), by and between BciCapital, Inc. ("Lessor") and Lessee and an executed counterpart of Lease Schedule No. _____, dated _____ (the "Lease Schedule"), by and between Lessor and Lessee, which, among other things, provides for the lease of certain property listed in the Lease Schedule (the "Equipment") and a certain Escrow Agreement dated _____ (the "Escrow Agreement"), among Lessor, Lessee, and City National Bank of Florida, as escrow agent, (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorize Lessee to execute the Agreement and the Lease Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Lease Schedule and the terms and provisions of the Agreement incorporated therein by reference together with the Rental Payment Schedule attached to the Lease Schedule are herein referred to collectively as the "Lease", and the Lease and the Escrow Agreement are referred to collectively as the "Transaction Documents." Terms capitalized in this opinion but not defined herein shall have the meanings assigned to them in the Lease. Based upon foregoing, it is [my][our] opinion that:

1. Lessee is a political subdivision of the State of [STATE] (the "State") within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, and is duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Lease.
3. Each of the Transaction Documents has been duly authorized, executed and delivered by and on behalf of Lessee, and is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.
4. The authorization and execution of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public records, public bidding and all other laws, rules and regulations of the State.
5. The execution of the Transaction Documents and the appropriation of moneys to pay the Rental Payments coming due thereunder do not and will not result in the violation of any constitutional,

statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

6. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment or other collateral thereunder.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Transaction Documents.

Very truly yours,

Form **8038-G****Information Return for Tax-Exempt Governmental Bonds**

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service**Part I Reporting Authority**If Amended Return, check here ☐

1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19a If bonds are TANs or RANs, check only box 19a ☐			
b If bonds are BANs, check only box 19b ☐			
20 If bonds are in the form of a lease or installment sale, check box ☐			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	\$	\$		years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**
- b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY)
- c** Enter the name of the GIC provider ▶
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool bond ▶ (MM/DD/YYYY)
- c** Enter the EIN of the issuer of the master pool bond ▶
- d** Enter the name of the issuer of the master pool bond ▶
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(iii) (small issuer exception), check box ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶
- c** Type of hedge ▶
- d** Term of hedge ▶
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement
- b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY)

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative

Date

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if self-employed

PTIN

Firm's name ▶

Firm's EIN ▶

Firm's address ▶

Phone no.

December 10, 2018

Ms. Lindsay Miller
Finance Director
City of Junction City
700 N. Jefferson Street
Junction City, KS 66441

Via Overnight Courier

RE: LEASE/PURCHASE TAX-EXEMPT LOAN – REQUEST FOR PROPOSAL - Project No. LP2018 – 02

Dear Ms. Miller:

BciCapital Management is pleased to present this tax-exempt Lease Proposal (the "Proposal") to the City in connection with the above referenced privately placed Lease financing.

Lessee: City of Junction City, KS

Lessor: BciCapital Management Group, Inc. (and / or its successors or assigns)

Type of Financing: Tax-exempt Master Lease Agreement (the "Agreement" or "Lease"). Said Agreement shall be considered a net Lease arrangement whereby the Lessee is responsible for all costs of operation, maintenance, insurance and taxes. Payments due under the Agreement shall be based on the annual appropriation of funds during each year of the Lease.

Equipment Type: Various items of new / replacement essential-use equipment broken down as follows:

Quantity	Description	Estimated Dollars
1	Ambulance	\$354,432.00
4	Stainless Steel Salt Spreaders	\$68,740.00
1	Vacuum Street Sweeper	\$241,000.00
1	Rather Stadium Artificial Turf Install	\$124,715.00

Equipment Cost: \$788,887.00 (estimated)

Lease Amount: \$788,887.00 (+/- 10%)

Lease Term: Five (5) years each with either annual or semiannual payments commencing on July 1, 2019. Note that Lessor is indifferent to payment periodicity (i.e. monthly, quarterly, semiannually or annually). Please refer to Exhibits A and B, Sample Amortization Schedules, for the annual and semiannual payment scenarios.

Lease Rates: 3.13% tax-exempt

Lease Funding Date: On or before January 10, 2019 (anticipated)

Rate Lock:	The indicated Lease Rate will be fixed until January 10, 2019. If, for any reason, the Lease is not closed by January 10, 2019, the Lease Rate shall be adjusted five (5) days prior to the Lease Funding Date using the following formulas: $3 \text{ Year Lease Rate} = (2 \text{ year LIBOR Swap Rate} + 1.05) \times .79$ Upon closing the Rate shall remain fixed for the entire duration of the Lease.
Pre-Payment:	Lessee may prepay the Lease in whole – but not in part – on any payment due at par as long as it provides Lessor with sixty (60) days advance written notification.
Bank Qualification:	Lessee reasonably anticipates the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year 2018 <u>will not</u> exceed ten million dollars (\$10,000,000).
Reimbursement:	If Lessee intends to be reimbursed for any equipment costs associated with this Agreement, intent for reimbursement from the proceeds of this Agreement must be evidenced, and must qualify under Treasury Regulation Section 1.150.2.
Escrow Funding:	Proceeds of the Lease will be deposited into Escrow at City National Bank of Florida at no cost to Lessee. Payments to vendors will be made directly out of the Escrow account upon the delivery to and acceptance of the equipment by the Lessee. Lessor will maintain a security interest in the Escrow account.
Authorized Signors:	Lessee's governing board shall provide Lessor with its resolution or ordinance authorizing this Agreement and shall designate the Individual(s) to execute all necessary documents used therein.
Legal Title:	Title to the equipment will be in the name of the Lessee. Lessor will be granted a security interest or lien on all collateral being financed.
Legal Opinion:	Lessee's counsel shall furnish Lessor with an opinion covering the Master Lease and the documents used herein. This opinion shall be in a form and substance satisfactory to Lessor.
Documentation:	Documentation will be furnished by Lessor and will be in a form and substance satisfactory to the parties. Lessee will also provide board resolutions, incumbency certificates and other documentation required by Lessor. Sample Master Lease attached.
Insurance:	Lessee shall furnish confirmation of all-risk physical damage insurance coverage for the full cost of the property plus one million dollars (\$1,000,000) combined single limit property damage and bodily injury insurance covering the property for each Schedule. In the event the Lessee maintains self-insurance, or alternative coverage, Lessor must approve the final insurance arrangements.

Financial Statements: Lessee shall provide to Lessor updated financial statements as needed so that the Lessor has at least the last three consecutive years of financial information, as well as a current budget, demographics, and proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.

Assignment: Lessor may sell, assign or encumber all or any part of its right title and interest in any or all Lease Schedules; however, in no event shall the Lessor assign this agreement as a public offer of participation. Lessee consents to a private placement transaction within the meaning of applicable federal securities laws. Lease Schedules may be offered and sold solely to one or more persons who are reasonably believed to be qualified institutional buyers or accredited investors.

Treatment: The Lessor intends to treat the Lease Schedules as privately placed loans versus a securities and each will therefore be issued as single obligations equal to the amount of the borrowing. The Schedules will not be assigned CUSIPs, registered with the DTC, feature certain transfer restrictions between bank affiliates or institutional buyers and cannot be marketed via an offering document.

Disclosure: Lessor is not a registered municipal advisor as defined under the Dodd-Frank Wall Street Reform and Consumer Protection Act and does not provide financial or tax advice.

Proposal Expiration: Lessee must notify Lessor that it is the apparent winner of the bid by December 20, 2018, otherwise this Proposal shall expire unless extended, in writing, by Lessor. If notification occurs by this date the Lessor will honor the quoted Lease Rates until the anticipated closing date of January 10, 2019, after which the Lease Rate will be indexed as described herein. This Proposal will expire if the Lease is not closed by February 28, 2019.

Credit Due Diligence: In order for Lessor's credit administration group to expedite its review of this transaction, Lessor will require the following Lessee information:

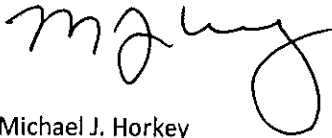
- 3 most recent years of audited financial statements (received)
- Most recent Interim financial statements
- Most recent financial projections
- Documentation referenced throughout the RFP and this Proposal
- Additional information may be requested during the underwriting process.

This Proposal is a summary regarding the financing transaction on the general terms and conditions outlined herein. This Proposal is not intended to and does not create any binding legal obligation on the part of either party. Credit, legal and investment approval have not yet been obtained for the amount or other aspects of the proposed financing, and after obtaining the same, any commitment will be subject to the negotiation, execution and delivery of final legal documentation acceptable to all parties and their counsel. Lessor may change the terms or cease future consideration of the financing at any time without liability to Lessee.

In any event, the terms and conditions of this Proposal, shall be superseded by and shall no longer be effective upon the execution and delivery of final legal documentation with respect to this proposed transaction. This Proposal does not purport to summarize all of the terms and conditions upon which the Lease is to be based, which terms and conditions would be contained fully in final documentation, and indicates only the principal term and conditions under which the transaction will be considered.

It is a pleasure to offer this financing proposal to the City. We hope that our genuine excitement regarding the opportunity shines through in our response. And as always, please don't hesitate to reach out with any questions.

Very truly yours,



Michael J. Horkey
Senior Vice President
BciCapital Management Group
michael.horkey@bcicmg.com

Agreed to and Accepted by:
City of Junction City, KS

Name of Authorized Signor

Title of Authorized Signor

Date of Proposal Execution

Exhibit A - Sample Semiannual Amortization Schedule

Compound Period: Semiannual

Nominal Annual Rate: 3.130%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	1/10/2019	788,887.00	1		
2 Payment	7/1/2019	85,778.37	10 Semiannual		1/1/2024

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	1/10/2019				788,887.00
1	7/1/2019	85,778.37	11,797.37	73,981.00	714,906.00
2	1/1/2020	85,778.37	11,188.28	74,590.09	640,315.91
3	7/1/2020	85,778.37	10,020.94	75,757.43	564,558.48
4	1/1/2021	85,778.37	8,835.34	76,943.03	487,615.45
5	7/1/2021	85,778.37	7,631.18	78,147.19	409,468.26
6	1/1/2022	85,778.37	6,408.18	79,370.19	330,098.07
7	7/1/2022	85,778.37	5,166.03	80,612.34	249,485.73
8	1/1/2023	85,778.37	3,904.45	81,873.92	167,611.81
9	7/1/2023	85,778.37	2,623.12	83,155.25	84,456.56
10	1/1/2024	85,778.37	1,321.81	84,456.56	0.00
Grand Totals		857,783.70	68,896.70	788,887.00	

Last interest amount increased by 0.06 due to rounding.

Exhibit B - Sample Annual Amortization Schedule

Compound Period: Annual

Nominal Annual Rate: 3.130%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	1/10/2019	788,887.00	1		
2 Payment	7/1/2019	170,156.65	5	Annual	7/1/2023

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	1/10/2019				788,887.00
1	7/1/2019	170,156.65	11,797.37	158,359.28	630,527.72
2	7/1/2020	170,156.65	19,735.52	150,421.13	480,106.59
3	7/1/2021	170,156.65	15,027.34	155,129.31	324,977.28
4	7/1/2022	170,156.65	10,171.79	159,984.86	164,992.42
5	7/1/2023	170,156.65	5,164.23	164,992.42	0.00
Grand Totals		850,783.25	61,896.25	788,887.00	

Last interest amount decreased by 0.03 due to rounding.

Confidential

**CITY OF JUNCTION CITY
KANSAS**

**LENDING PROPOSAL FOR
TAX EXEMPT LEASE PURCHASE FINANCING**

PROJECT NO. LP 2018-02

December 10, 2018

Submitted by:

Ms. Sherry Villafane
Director Municipal Financing & Leasing
7800 E Orchard Rd, Suite 300
Greenwood Village, CO 800111
P: (303) 784-5937
C: (303) 241-0005
Sherry.Villafane@nbhbank.com

Ms. Shauna Gilmore
Business Banking Center Manager
Bank Midwest, a division of NBH Bank
212 S Broadway St
Louisburg, KS, 66053
P: (913) 837.1008
Shauna.Gilmore@bankmw.com

Confidential

December 10, 2018

City of Junction City
Attn: Tammy Melton, City Clerk
PO BOX 287
700 N Jefferson Street
Junction City, KS 66441

City of Junction City
Attn: Lindsay Miller, Finance Director
PO BOX 287
700 N Jefferson Street
Junction City, KS 66441

RE: CITY OF JUNCTION CITY TAX-EXEMPT LEASE PURCHASE (Project No. LP 2018-02)

Dear Ms. Melton and Ms. Miller,

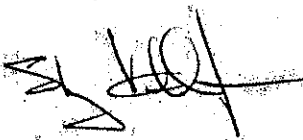
On behalf of NBH Bank ("NBH") and our local Louisburg Bank Midwest Banking Center, we are pleased to present you with the following Summary of Indicative Terms and Conditions for the City of Junction City. This Summary has been provided for the sole use of the Borrower and Borrower's paid advisors. The information contained in this document is confidential and proprietary to NBH and its affiliates, and cannot be disclosed to any third party without prior written consent of the Bank.

National Bank Holdings Corporation is a bank holding company created to build a leading community bank franchise, delivering high quality customer service and committed to shareholder results. The Bank operates a network of more than 105 banking centers in Texas, New Mexico, Colorado, Missouri and Kansas. Throughout Kansas, NBH operates as Bank Midwest. By successfully delivering credit facilities to clients like the City of Junction City, the Bank can achieve its objectives of employing its strong balance sheet for the benefit of local communities as well as maintaining high credit quality.

The terms and general conditions of the proposed facility are detailed below. Please note that this proposal is for discussion purposes and has not been formally approved nor is it intended to imply that a formal commitment will be approved. We look forward to discussing this proposal after you have had adequate time to review.

Please do not hesitate to contact us with any questions or comments about our proposal. We look forward to speaking with you soon.

Sincerely,



Sherry Villafane
Director Municipal Banking and Leasing
NBH Bank
P) 303.784.5937 C) 303.241.0005
Sherry.Villafane@nbhbank.com

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Summary of Indicative Terms and Conditions

Issuer:	City of Junction City, Kansas (the "City" or the "Borrower").
Lender:	National Bank Holdings (the "Bank", or "NBH").
Credit Facility:	Non-Bank Qualified, Tax Exempt Series 2018-2 Lease-Purchase.
Facility Amount:	Up to \$790,000.00.
Purpose:	Acquisition of various heavy duty vehicles and equipment for City use and pay costs associated with financing.
Security:	First lien on vehicles (via Title), and first lien via UCC filing on Equipment.
Amortization:	5 years fully amortized. See Exhibit A for an example of the proposed amortization schedule based on the current market rate (for illustrative, discussion purposes only).
Maturity:	5-Years (with annual payments on June 1, 2023 or semi-annual payments on December 1, 2023).
Interest Rate:	A 5-year non-bank qualified tax-exempt rate, currently at <u>4.50%</u>, as of the date of this proposal. The rate is calculated as 81% of (corresponding 3 LIBOR Swap + 1.66%) as of December 10, 2018, and subject to change based on fluctuations in the index prior to the rate lock date. The Borrower may lock the rate up to 60 days prior to closing with no additional cost. Interest shall be computed as 30/360-day year.
Payments:	Annual or Semi-Annual (See Amortizations in Exhibit A)
Callability:	Callable in whole or in part at any time without penalty.
Default Rates:	The Default Rate will be the Tax-Exempt Fixed Rate + 4.00% per annum until the Default is cured.
Closing Fee:	Waived.
Escrow Fee:	Waived.
Reporting Requirements:	1. Audited financials within 270 days of fiscal year end; 2. Annual budget within 30 days following fiscal year end; 3. Other financial information upon request.

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Subject To: Necessary additional due diligence for formal approval.

**Fees, Expenses,
and**

Indemnification: Filing and Document Fee: \$250.00

Whether or not the Financing Agreement is executed and the Bank has provided a commitment to lend, Obligor will (a) pay all fees and expenses relating to preparation of the loan documents, and (b) to the extent permitted by law, indemnify the Bank and its respective directors, officers and employees against all claims asserted and losses, liabilities and expenses incurred in connection with the transaction.

AGREED AND ACCEPTED:

Authorized Signer

Date

Signature

All preliminary terms and conditions outlined herein are confidential and may not be shared with any financial institution without the prior consent of NBH Bank. This information is intended for discussion purposes only, and is offered by NBH Bank as a preliminary indication of interest.

This indication of interest does not represent a commitment to lend monies, nor is it an indication that a formal lending commitment may be forthcoming. Any formal lending commitment that may be issued by NBH Bank will be subject to the satisfactory conclusion of the Bank's due diligence, completion of the Bank's credit underwriting process, and requisite approval by the Bank's credit authorities.

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EXHIBIT A

5-Year Annual Payments

PROPOSAL						
City of Junction City (KS)						
Commencement Date						
28-Dec-18						
Pmt #	Payment Date	Principal Balance	Total Payment	Interest Portion	Principal Portion	Purchase Price *
		788,887.00				
1	1-Jun-19	628,722.16	175,252.31	15,087.46	160,164.84	628,722.17
2	1-Jun-20	481,762.35	175,252.31	28,292.50	146,959.81	481,762.35
3	1-Jun-21	328,189.35	175,252.31	21,679.31	153,573.00	328,189.35
4	1-Jun-22	167,705.56	175,252.31	14,768.52	160,483.79	167,705.56
5	1-Jun-23	0.00	175,252.31	7,546.76	167,705.55	0.00
TOTALS			876,261.55	87,374.55	788,887.00	
Interest Rate		4.50%				
City of Junction City (KS)						

5-Year Semi-Annual Payments

PROPOSAL						
City of Junction City (KS)						
Commencement Date						
28-Dec-18						
Pmt #	Payment Date	Principal Balance	Total Payment	Interest Portion	Principal Portion	Purchase Price *
		788,887.00				
1	1-Jun-19	715,291.42	88,683.05	15,087.46	73,595.58	715,291.43
2	1-Dec-19	642,702.43	88,683.05	16,094.06	72,588.99	642,702.43
3	1-Jun-20	568,480.18	88,683.05	14,460.80	74,222.25	568,480.19
4	1-Dec-20	492,587.93	88,683.05	12,790.80	75,892.25	492,587.94
5	1-Jun-21	414,988.11	88,683.05	11,083.23	77,599.82	414,988.12
6	1-Dec-21	335,642.29	88,683.05	9,337.23	79,345.82	335,642.31
7	1-Jun-22	254,511.19	88,683.05	7,551.95	81,131.10	254,511.21
8	1-Dec-22	171,554.64	88,683.05	5,726.50	82,956.55	171,554.66
9	1-Jun-23	86,731.57	88,683.05	3,859.98	84,823.07	86,731.59
10	1-Dec-23	0.00	88,683.05	1,951.49	86,731.56	0.00
TOTALS			886,830.50	97,943.50	788,887.00	
Interest Rate		4.50%				
City of Junction City (KS)						

ADVERTISEMENT FOR REQUEST FOR PROPOSALS (RFP)
Tax-Exempt Lease/Purchase Financing

The City of Junction City, Kansas, will receive proposals, from qualified vendors, through the City Clerk, by 10 A.M. (Local Time) on Dec 12th, 2018 at City Hall, PO Box 287, 700 N. Jefferson St., Junction City, KS 66441, for Tax-Exempt Lease/Purchase Financing of an ambulance, salt spreaders, a street sweeper, and a Rather Stadium turf project. Bids shall be directed to the City Clerk, securely sealed and endorsed upon the outside **"RFP- Tax-Exempt Lease/Purchase Financing"**. The City reserves the right to reject any or all bids, and to waive any informality in the bidding. Bid packages are available at the office of the City Clerk or the City website at www.junctioncity-ks.gov. Questions regarding the bids should be directed to Lindsay Miller, Finance Director at (785)-238-3103 or via email at Lindsay.miller@jcks.com.



Baystone Government Finance

December 06, 2018

City of Junction City
Attn: Lindsay Miller, Finance Director
P.O. Box 287
700 N. Jefferson Street
Junction City, KS 66441

Ms. Miller,

Baystone Government Finance as a department of KS StateBank specializes in tax-exempt lease purchase financing. For two decades, we have refined our processes to meet our customer's needs, building partnerships along the way. Our personal attention to detail has made us a leader in tax-exempt financing. With KS StateBank, there are no upfront costs for our services. We are happy to provide a free escrow account (vendor payable account) to accommodate multiple disbursements.

Our company has a complete staff of financial and legal professionals with combined experience of 100+ years to ensure your transaction flows smoothly.

I have attached for your review the formal proposal, sample amortization schedules and sample contract. If you need any additional information, please contact me at 800-752-3562 or via email at alindsten@ksstate.bank.

Thank you,

Aaron Lindsten

Aaron Lindsten
Assistant Vice President
KS StateBank
1680 Charles Place
Manhattan, Kansas 66502
Phone: 800.752.3562
Fax: 785.537.4806



Baystone Government Finance

December 6, 2018

FORMAL PROPOSAL

OBLIGOR: CITY OF JUNCTION CITY

- ✓ This is a finance/ownership contract. No residual value.
- ✓ Fixed interest rate for the five (5) year term.

EQUIPMENT: ONE (1) NEW AMBULANCE
FOUR (4) NEW STAINLESS STEEL SALT SPREADERS
ONE (1) NEW VACUUM STREET SWEEPER
ONE (1) NEW RATHER STADIUM ARTIFICIAL TURF INSTALL

OPTION 1

Acquisition Cost:	\$788,887.00	Term:	Five (5) years	First Payment Due:	February 1, 2019
Down Payment:	\$0.00	Payment Mode:	Semi-Annual	Payment Amount:	\$86,464.62
Trade In:	\$0.00	Interest Rate:	3.970%		
Principal Balance:	\$788,887.00				

OPTION 2

Acquisition Cost:	\$788,887.00	Term:	Five (5) years	First Payment Due:	February 1, 2019
Down Payment:	\$0.00	Payment Mode:	Annual	Payment Amount:	\$171,121.68
Trade In:	\$0.00	Interest Rate:	3.970%		
Principal Balance:	\$788,887.00				

- * This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- * Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor will result in a documentation fee being assessed to the Obligor.
- * This transaction must be credit approved, all documents properly executed and returned to Ks StateBank and the transaction funded on ALL proposals on or before February 6, 2019. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligor or its assignees, then Obligor or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety.
- * This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.

KS STATEBANK <i>Aaron Lindsten</i> <i>Assistant Vice President</i>	CITY OF JUNCTION CITY
	Signature:
	Typed Name & Title
	Date:

1680 Charles Place Manhattan, KS 66502
Ph: (785) 587-4050; Fax: (855) 738-7789
alindsten@ksstate.bank

SAMPLE PAYMENT SCHEDULE

Obligor	City of Junciton City, KS
Date of first payment:	2/1/2019
Original Balance:	\$788,887.00
Total Number of Payments:	10
Number of Payments per year:	2

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	2/1/2019	\$ 86,464.62	\$ 3,827.86	\$ 82,636.76	\$ 713,384.11
2	8/1/2019	\$ 86,464.62	\$ 14,019.07	\$ 72,445.55	\$ 639,582.06
3	2/1/2020	\$ 86,464.62	\$ 12,581.02	\$ 73,883.60	\$ 564,470.02
4	8/1/2020	\$ 86,464.62	\$ 11,114.43	\$ 75,350.19	\$ 488,024.74
5	2/1/2021	\$ 86,464.62	\$ 9,618.73	\$ 76,845.89	\$ 410,222.56
6	8/1/2021	\$ 86,464.62	\$ 8,093.34	\$ 78,371.28	\$ 331,039.39
7	2/1/2022	\$ 86,464.62	\$ 6,537.67	\$ 79,926.95	\$ 250,450.72
8	8/1/2022	\$ 86,464.62	\$ 4,951.12	\$ 81,513.50	\$ 168,431.60
9	2/1/2023	\$ 86,464.62	\$ 3,333.08	\$ 83,131.54	\$ 84,956.64
10	8/1/2023	\$ 86,464.62	\$ 1,682.88	\$ 84,781.74	\$

*Assumes all payments due to date have been paid

SAMPLE PAYMENT SCHEDULE

Obligor	City of Junciton City, KS
Date of first payment:	2/1/2019
Original Balance:	\$788,887.00
Total Number of Payments:	5
Number of Payments per year:	1

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	2/1/2019	\$ 171,121.68	\$ 3,827.86	\$ 167,293.82	\$ 628,543.49
2	2/1/2020	\$ 171,121.68	\$ 24,677.25	\$ 146,444.43	\$ 479,420.83
3	2/1/2021	\$ 171,121.68	\$ 18,863.41	\$ 152,258.27	\$ 325,078.88
4	2/1/2022	\$ 171,121.68	\$ 12,818.75	\$ 158,302.93	\$ 165,334.96
5	2/1/2023	\$ 171,121.68	\$ 6,534.13	\$ 164,587.55	\$ -

*Assumes all payments due to date have been paid

PLEASE NOTE: This Sample Contract, presented upon your request, may or may not contain the same language as the contract proposed after credit approval is obtained. As such, no negotiation of contract terms will occur until after credit approval and issuance of formal contract.

GOVERNMENT OBLIGATION CONTRACT

Obligor

Obligee

, Kansas

Dated as of

This Government Obligation Contract dated as of the date listed above is between Obligor and Obligor listed directly above. Obligor desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligor finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

- "Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligor all of which relate to the financing of additional Equipment.
- "Budget Year" means the Obligor's fiscal year.
- "Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.
- "Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligor prior to execution of this Contract.
- "Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.
- "Contract Term" means the Original Term and all Renewal Terms.
- "Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.
- "Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.
- "Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- "Obligor" means the entity originally listed above as Obligor or any of its assignees.
- "Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligor under the provisions of this Contract.
- "Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.
- "Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.
- "State" means the state in which Obligor is located.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligor or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) In the event that the Internal Revenue Code of 1986, as currently amended (the "Code"), should be further amended or replaced: (i) to reduce corporate and/or individual income tax rates or (ii) to reduce or eliminate the extent to which the interest portion of the Contract Payments is excludable from gross income, then, at the written request of Obligor or its assigns, Obligor shall pay to Obligor or its assigns with each Contract Payment payable after the effective date of such amendment or replacement such additional amount as necessary to bring the after tax yield on each such Contract Payment to the same effective rate that Obligor or its assigns would have received had there occurred no such amendment to or replacement of the Code. Notwithstanding any other provision of this Agreement, Obligor shall have the right to exercise its option to purchase the Equipment pursuant to Section 3.04 hereof on the effective date of any such amendment or replacement.
- (f) Obligor has never non-appropriated funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligor, Obligor will provide Obligor with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligor and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligor and Obligor agree to execute and deliver to and cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligor shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Certificate of Acceptance or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligor or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligor or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligor shall have the option to charge interest at the highest lawful rate on any

Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligor shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligor hereunder have been received, Obligor will release any and all of its rights, title and interest in the Equipment.

Section 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligor then Obligor will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGOR IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT NOR IS OBLIGOR A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

V Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligor as provided herein and conveyed to Obligor or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligor as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligor as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligor as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligor, then Obligor may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V Insurance, Damages, Insurance and Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligor with a Certificate of Insurance which lists the Obligor and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligor in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- The liability insurance shall insure Obligor from liability and property damage in any form and amount satisfactory to Obligor.
- Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligor with a certificate and/or other documents which evidences such coverage.
- All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligor and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligor or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligor or its assignees. Obligor shall furnish to Obligor certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligor, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligor, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligor.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

V Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligor in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligor such documents as Obligor may request to evidence the passage of legal title to the Equipment to Obligor.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligor a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligor, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligor to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

V Assignment

Section 7.01 Assignment by Obligor. All of Obligor's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligor at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligor or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligor approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligor shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligor is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligor or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligor deems necessary or appropriate to protect Obligor's interest in the Equipment and in this Contract. Obligor shall allow Obligor to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligor that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligor may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligor, unless Obligor agrees in writing to an extension of time. Obligor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligor under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligor.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligor shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligor may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligor may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligor as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligor may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligor has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligor for all costs incurred by Obligor in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligor in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Obligor to a location accessible by common carrier and designated by Obligor. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligor all tangible items constituting such software. At Obligor's request, Obligor shall also certify in a form acceptable to Obligor that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligor and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) Delivery: The Equipment and any additional collateral shall be delivered to the location designated by the Obligor by a common carrier unless the Obligor agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligor's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligor. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligor the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) Condition: When the Equipment is surrendered to the Obligor it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligor to sell or lease it to a third party and be free of all liens. If Obligor reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligor may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligor for all amounts reasonably expended in connection with the foregoing.
- (d) Storage: Upon written request by the Obligor, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligor. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligor shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Miscellaneous

Section 10.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligor or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligor's satisfaction, and Obligor has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligor and Obligor and their respective successors and assigns.

Section 10.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligor and Obligor. Furthermore, Obligor reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligor for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 10.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 10.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligor and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligor. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 10.08 Entire Writing. This Contract constitutes the entire writing between Obligor and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligor and will not apply to this Contract.

Section 10.09 Kansas Cash Basis Law. The amount or capital cost required to purchase the Equipment if the Obligor paid cash for the Equipment on the day the Contract is booked is the amount listed on Exhibit B, plus any down payment made by the Obligor. The Annual average effective interest cost is also listed on Exhibit B. There are NO amounts included in the Contract Payments for services, maintenance, insurance or other charges.

Section 10.10 Kansas Law. This Contract is authorized by and subject to the provisions of K.S.A. 1991 Supp. 72-8225, and that the terms and conditions of said Contract can be changed at any time by the legislature and also that the legislature at any time can abolish or terminate the Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

Signature

Printed Name and Title

Signature

Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of _____, between (Obligee) and (Obligor)

Below is a detailed description of all the Items of Equipment including quantity, model number and serial number where applicable:

Physical Address of Equipment after Delivery : _____

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of _____, between (Obligee) and (Obligor)

Date of First Payment:
 Original Balance:
 Total Number of Payments:
 Number of Payments Per Year:
 Interest Rate:

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
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Signature _____

Printed Name and Title _____

* Assumes all Contract Payments due to date are paid

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

RE: Government Obligation Contract dated as of _____, between (Obligee) and (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the Governing Body of Obligor to sign this Certificate of Acceptance with respect to the above referenced Contract. I hereby certify that:

- 1 The Equipment described on Exhibit A has been delivered and installed in accordance with Obligor's specifications.
- 2 Obligor has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- 3 Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
- 4 Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
- 5 No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
- 6 The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
- 7 Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds:

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

Signature

Printed Name and Title

EXHIBIT D

OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of _____, between (Obligee) and (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

- 1 **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of _____, between (Obligor) and (Obligee).
- 2 **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s):

(Typed or Printed Name and Title of Individual(s) authorized to execute the Contract)

- 3 **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: _____

(Signature of Secretary, Board Chairman or other member of the Governing Body)

Printed Name & Title: _____

(Printed Name and Title of individual who signed directly above)

Attested By: _____

(Signature of one additional person who can witness the passage of this Resolution)

Printed Name & Title: _____

(Printed Name of individual who signed directly above)

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting AuthorityIf Amended Return, check here ☐

1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a ☐			
If obligations are BANs, check only box 19b ☐			
20 If obligations are in the form of a lease or installment sale, check box ☒			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)		
b	Enter the final maturity date of the GIC ▶		
c	Enter the name of the GIC provider ▶		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units		
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:		
b	Enter the date of the master pool obligation ▶		
c	Enter the EIN of the issuer of the master pool obligation ▶		
d	Enter the name of the issuer of the master pool obligation ▶		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		☐
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		☐
41a	If the issuer has identified a hedge, check here ☐ and enter the following information:		
b	Name of hedge provider ▶		
c	Type of hedge ▶		
d	Term of hedge ▶		
42	If the issuer has superintegrated the hedge, check box		☐
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		☐
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		☐
45a	If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement. ▶		
b	Enter the date the official intent was adopted ▶		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Paid Preparer Use Only

Signature of issuer's authorized representative		Date		Type or print name and title	
Print/type preparer's name	Preparer's signature	Date	a	Check ☐ if self-employed	PTIN
Firm's Name ▶		Firm's EIN ▶			
Firm's Address ▶		Phone no.			



December 3, 2018

City of Junction City
700 N. Jefferson Street
Junction City, KS 66441

Subject: Commitment for purchase: Ambulance, 4 Salt spreaders, Street sweeper, turf installer

We sincerely appreciate this opportunity to provide this firm commitment for your purchase of the above mentioned equipment. Below you will find I have outlined our general terms and structure for the proposal to purchase the equipment.

Interest Rate: 3.58% - rate locked for 60 days from date of commitment

Repayment Terms: 5 years, semiannual payments with first payment March 1, 2019.

Escrow Account Fee: \$0; non interest baring account.

Prepayment: No penalty for prepayment.

Exchange Bank has been in the leasing business for over 15 years and has handled multiple municipality leases. Lease proceeds may be available via wire transfer or cashiers check to the vendors. All invoices for the semiannual payments will be sent first class mail from Kearney, NE in a timely manner before payment is due. Payment is acceptable by either check or ACH payment.

We thank you for your time and consideration of our proposal for financing. Should you need anything else to make that decision, please do not hesitate to contact us.

Sincerely

Casey Foshier
Assistant Vice President
cfoshier@eb-us.com

Compounding Period: Semiannual

Nominal Annual Rate: 3.58%

Cash Flow Data - Leases and Lease Payments

Event	Date	Amount	Number	Period	End Date
1 Lease	12/15/2018	788,887.00	1		
2 Lease Payment	03/01/2019	89,879.51	10	Semiannual	09/01/2023

Amortization Schedule - Normal, 365 Day Year

Date	Lease	Interest	Principal	Balance
Lease 12/15/2018				788,887.00
2018 Totals	0.00	0.00	0.00	
1 03/01/2019	89,879.51	9,034.38	80,845.13	708,041.87
2 09/01/2019	89,879.51	19,471.15	70,408.36	637,633.51
2019 Totals	179,759.02	28,505.53	151,253.49	
3 03/01/2020	89,879.51	17,534.92	72,344.59	565,288.92
4 09/01/2020	89,879.51	15,545.45	74,334.06	490,954.86
2020 Totals	179,759.02	33,080.37	146,678.65	
5 03/01/2021	89,879.51	13,501.26	76,378.25	414,576.61
6 09/01/2021	89,879.51	11,400.86	78,478.65	336,097.96
2021 Totals	179,759.02	24,902.12	154,856.90	
7 03/01/2022	89,879.51	9,242.69	80,636.82	255,461.14
8 09/01/2022	89,879.51	7,025.18	82,854.33	172,606.81
2022 Totals	179,759.02	16,267.87	163,491.15	
9 03/01/2023	89,879.51	4,746.69	85,132.82	87,473.99
10 09/01/2023	89,879.51	2,405.52	87,473.99	0.00
2023 Totals	179,759.02	7,152.21	172,606.81	
Grand Totals	898,795.10	109,908.10	788,887.00	

EQUIPMENT LEASE AGREEMENT DRAFT

This Equipment Lease Purchase Agreement (this "Lease") dated _____ and entered into between Exchange Bank ("Lessor"), as lessor, and The City of Junction City, Kansas ("City"), a municipal corporation and political subdivision duly organized under the laws of the State of Kansas, as lessee.

WITNESSETH:

WHEREAS, upon Acceptance (as defined below), the City desires to lease from the Lessor certain equipment described on Exhibit A, subject to the terms and conditions of and for the purposes set forth in this Lease; and

WHEREAS, the City and the Lessor are each authorized to enter into this Lease for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and the City hereby agree as follows:

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Acceptance" means that the City Representative has certified, pursuant to the Acceptance Certificate, that the Equipment ordered is the Equipment received, that the Equipment has been installed, tested, and found acceptable for the purposes for which it was ordered, and that the Lessor is thereby directed to pay the Vendor pursuant to the Related Vendor's Contract, all as further set forth in Section 5.01.

"Acceptance Certificate" means a certificate in substantially the form set forth as Appendix A to the Escrow Agent which may be executed by the City Representative and delivered to the Lessor.

"Acceptance Date" means the date on which the Lessor receives the Acceptance Certificate and pays the Vendor as directed in the Acceptance Certificate, which date shall not be later than the first Rental Payment Date set forth on Exhibit C hereto.

"Agent" means any agent for the Registered Owners, if any, to which all or a portion of Lessor's right, title and interest in, to and under this Lease and the Equipment may be assigned for the benefit of such Registered Owners; provided that the Manager of Finance has received notice of such assignment, and such assignment has been granted, all in accordance with Section 11.01.

"Appropriation" means the collective procedure by which the City Council specifically appropriates funds for the purpose and the City affects an Encumbrance for such purpose.

"City" means the City of Junction City, Kansas only in its capacity as the lessee under this Lease and not in respect of its police powers or any other capacity, power or function of the City.

"City Attorney" means the City Attorney and the City duly appointed pursuant to the Charter or any assistant City Attorney designated by the City Attorney.

"City Representative" means the Treasurer of the City or a designee of such officer.

"Code" means the Internal Revenue Code of 1986, as amended and rulings and regulations promulgated thereunder.

"Encumbrance" means (a) the act of submitting a written request of the City to the Manager of Finance of the City and (b) the certification in writing by the Manager of Finance for the applicable Fiscal Year that (1) there is an unencumbered balance in the appropriation and the appropriate fund chargeable therefore sufficient to provide for the Rental Payments and any other amounts to be paid hereunder, as the case may be, for this Lease and for the period specified in this Lease and (2) such amounts have been set aside for such purpose.

"Equipment" means the property as described on Exhibit A hereto and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article X. Whenever reference is made in this Lease to Equipment, such reference shall include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

"Event of Default" means an Event of Default described in Section 12.01.

"Event of Nonappropriation" means an Event of Nonappropriation described in Section 3.03.

"Fiscal Year" means the City's fiscal year, which begins on January 1 and ends on December 31 of the same year.

"*Force Majeure*" means, without limitations, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or any of their departments, agencies or officials or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; or any other cause or even not within the control of the Lessor or the City in the City's capacity as the lessee hereunder.

"Lease" means this Equipment Lease Purchase Agreement, including all Exhibits hereto, together with all amendments and modifications to this Lease pursuant to Section 13.05.

"Lease Term" means the Original Term and any Renewal Terms as to which the City may exercise its option to renew this Lease by effecting Appropriations of funds for the Rental Payments and other obligations hereunder, as provided in and subject to the provisions of this Lease.

"Manager of General Services" means the Manager of General Services of the City duly appointed pursuant to the Charter or the designee of the Manager of General Services, including any designee set forth on Exhibit E hereof.

"Manager of Finance" means the Manager of Finance of the City duly appointed pursuant to the Charter or the designee of the Manager of Finance, including any designee set forth on Exhibit E hereof.

“Original Term” means the period that commences with the Commencement Date and terminates on December 31 of the Fiscal Year in which this Lease commenced.

“Purchase Price” means the amount that the City may pay to the Lessor to purchase such Equipment in accordance with Section 10.01 and as set forth on Exhibit C.

“Registered Owners” means the registered owners of certificates of participation that may be executed and delivered by an Agent in respect of this Lease.

“Related Vendor Contract” means the contract entered into with the Vendor for the acquisition, delivery, installation and testing of the Equipment and related to this Lease.

“Renewal Terms” means the renewal terms of this Lease, each having a duration of one year and a term coextensive with the City’s Fiscal Year.

“Rental Payments” means the basic rental payments payable by the City under this Lease pursuant to Section 4.01 and as set forth on Exhibit C hereto in respect of each Fiscal Year during the Lease Term.

“State” means the State of Kansas.

“Vendor” means the supplier or manufacturer of the Equipment as set forth on Exhibit A as well as the agents or dealers of the manufacturer or supplier from whom the Lessor purchased or is to purchase such Equipment as directed by the City Representative pursuant to the Acceptance Certificate.

ARTICLE II

Section 2.01. Representations and Agreements of the City. The City represents and agrees, for the benefit of the Lessor and to the extent allowed by law and subject to renewal of this Lease and Appropriation as set forth herein, as follows:

- a) The City is a municipal corporation and political subdivision duly organized and existing with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of its obligations hereunder.
- b) The City is authorized to enter into this Lease and to carry out its obligations hereunder. The City has duly authorized the execution and delivery of this Lease by proper action of its City Council or by other appropriate official approval. The City Council has authorized and directed, and hereby authorizes and directs, the Manager of Finance to execute the Agreement on behalf of the City.
- c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, and Even of Default exists at the date hereof.
- d) The City has complied with applicable procurement requirements, if any, related to this Lease and the acquisition of the Equipment pursuant to the terms of this Lease.
- e) During the Lease Term, the Equipment will be used by the City only for the purpose of performing essential governmental or proprietary functions of the City consistent with the permissible scope of the City’s authority.
- f) The Manager of Finance will annually provide the Lessor with current financial statements, budgets and certificates in respect of Appropriation for the ensuing Fiscal Year as the same may be requested in writing by the Lessor to the Manager of Finance.

- g) The City has an immediate need for the Equipment and, after the City Representative has delivered the Acceptance Certificate to the Lessor, expects to make immediate use of the Equipment. The City's need for the Equipment is not temporary and the City does not expect the need for the Equipment to diminish in the foreseeable future including the maximum Lease Term. This statement is subject to and qualified by the provisions of this Lease, including but not limited to the provisions of Section 3.03.
- h) The City will comply with all applicable provisions of the Code and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

Section 2.02 Representations and Agreements of the Lessor. The Lessor represents and agrees, for the benefit of the City, as follows:

- a) The Lessor is Exchange Bank with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of its obligations hereunder. The Lessor is authorized to enter into this Lease and to carry out its obligations hereunder. The Lessor has duly authorized the execution and delivery of this Lease by proper corporate action.
- b) So long as no Event of Default or Event of Nonappropriation has occurred and is then existing, the Lessor shall not pledge, assign, mortgage, encumber or grant a security interest in its right, title and interest in, to and under this Lease or the Equipment, except as may be permitted under Section 11.01.
- c) The Lessor agrees to make payment on outstanding invoices directly to the vendor, provided that the Lessor has received from the City, on or before the date of this Lease, the following:
 - 1) All other documentation relating directly to this Lease and the Equipment, as mutually agreed by the Lessor and the City and in form satisfactory to both the Lessor and the City.

Section 2.03. Nature of this Lease. The annually renewable obligations of the City under this Lease are payable solely from funds for which an Appropriation has been effected by the City and shall not constitute or give rise to a general obligation or other indebtedness of the City or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City, within the meaning of any constitutional, Charter or statutory provision or limitation nor a mandatory charge or requirement against the City in any ensuing Fiscal Year beyond the then current Fiscal Year. This Lease may not be renewed in the event that funds are not specifically budgeted and available from an Appropriation which has been affected by the City to continue making all Rental Payments and other amounts that may be due hereunder during the next occurring Fiscal Year, and that the act of affecting an Appropriation budgeting funds is a governmental act and, as such, is solely within the discretion of the City.

ARTICLE III

Section 3.01. Lease of Equipment. The Lessor hereby demises, lease, transfers, and lets to the City, and the City acquires, rents, leases and hires from the Lessor, the Equipment in accordance with the terms hereof.

The Lease Term may be continued, solely at the option of the City, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in greater detail in Exhibit C. At the end of the Original Term and the end of each Renewal Term until the maximum Lease Term has been completed, the City shall be

deemed to have exercised its option to continue this Lease for the next Renewal Term unless the City shall have terminated this Lease pursuant to the provisions of this Lease, including but not limited to the provisions of Sections 3.03, 5.01 and 10.01.

The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments in respect of each Fiscal Year shall be as provided in Exhibit C.

Section 3.02. Continuation of Lease Term. As of the date of this Lease, the City currently intends, subject to the provisions of this Lease, including but not limited to the provisions of Sections 3.03 and 5.01, to continue the Lease Term of this Lease through the Original Term and all Renewal Terms and to pay the Rental Payments hereunder during the Lease Term. The City Representative reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the maximum Lease Term can be obtained by Appropriation. Notwithstanding the foregoing, it is the intention of the City that any decision to effect an Appropriation for the Rental Payments shall be made solely by the City and the actions of the officials of the City as further provided in this Lease, including but not limited to the provisions of Sections 3.03 and 5.01.

Section 3.03. Nonappropriation. If sufficient funds are not appropriated by the City for Rental Payments due in any Fiscal Year, and Event of Nonappropriation shall be deemed to have occurred. The City Representative shall deliver notice thereof to the Lessor promptly, but not later than thirty (30) days after the occurrence of an Event of Nonappropriation. Failure to give such notice shall not prevent the Lessor from declaring an Event of Nonappropriation or from taking any remedial action otherwise available to the Lessor.

Upon the occurrence of an Event of Nonappropriation, the City agrees that the Lessor may reclaim possession of the Equipment and make demand upon the City for immediate payment of all other amounts (other than subsequent Rental Payments) then due and outstanding under this Lease, to the extent permitted by law and, if and only if an Appropriation for the payment of such amounts has been effected by the City for this purpose. The City agrees to peaceably deliver the Equipment in accordance with Section 12.02.

The making of Rental Payments and the payment of any other obligations of the City contained in this Lease are subject to annual Appropriation by the City. In the event that the City does not effect an Appropriation in respect of any Renewal Term, thereby renewing this Lease for the related Fiscal Year and allowing the City to continue paying the related Rental Payments, regardless of the reason therefore or the failure of the City to act, this Lease shall automatically terminate on the last day of the Fiscal Year in respect of which such an Appropriation to make Rental Payments has been effected, and the Equipment shall be returned to the Lessor without further obligation of the City for any amount, fee, penalty, interest or damage whatsoever.

The exercise of the City's annual option to appropriate Rental Payments shall be conclusively determined by whether or not the City has, on or before the last day of each Fiscal Year, effected an Appropriation to make Rental payments for the ensuing Fiscal Year. In any Fiscal Year in which this Lease shall be in effect, the City Representative or other officer of the City then charged with the responsibility of formulating budget proposals in respect of this Lease is hereby directed to include or cause to be included in the annual budget proposals submitted to the City Council items for all payments required for the next subsequent Renewal Term under this Lease. Notwithstanding this directive regarding the formulation of budget proposals, it is the intention of the City that any decision to effect an Appropriation for the Rental Payments shall be

made solely by the City and the actions of the officials of the City as provided in this Section 3.03.

ARTICLE IV

Section 4.01. Rental Payments. If the City has effected an Appropriation to make Rental Payments in the Original Term and any Renewal Term as provided in Article III, The City shall promptly pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to the Lessor on the dates and in such amounts as provided in this Lease, including but not limited to Exhibit C.

The City shall pay the Lessor a charge on any Rental Payment not paid within ten (10) business days after the date the City Representative shall have received written notice from the Lessor that such Rental Payment is due during the related Renewal Term at the rate of 12% per annum or the maximum amount permitted by law, whichever is less, from such tenth (1th) business day, provided that such charge shall only be paid from funds for which an Appropriation has been effected by the City. Rental Payments consist of principal and interest components as more fully detailed on Exhibit C, the interest on which begins to accrue as of the Commencement Date.

Section 4.02. Rental Payments to Constitute a Current Expense of the City. The Lessor and the City acknowledge and agree that the Rental Payments shall constitute currently budgeted expenditures of the City, if an Appropriation has been effected for such purpose. The City's obligation to pay Rental Payments under this Lease shall be from Fiscal Year to Fiscal Year only (as further provided in Section 2.03 and Article III), shall extend only to moneys for which an Appropriation has been effected by the City and shall not constitute a mandatory charge, requirement or liability in any ensuing Fiscal Year beyond the then current Fiscal Year. No provision of this Lease shall be construed or interpreted as a delegation of governmental powers or as creating a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City or a general obligation or other indebtedness of the City within the meaning of any constitutional, Charter or statutory debt limitation of the Constitution of the State. This Lease shall not directly or indirectly obligate the City to make any payments beyond those for which an Appropriation has been effected by the City for the City's then current Fiscal Year. The City shall be under no obligation whatsoever to exercise its option to purchase the Equipment. No provision of this Lease shall be construed to pledge or to create a lien on any City moneys, nor shall any provision of this Lease restrict the future issuance of any bonds or obligations of the City payable from any City moneys.

Section 4.03. Rental Payments to be Unconditional. The obligations of the City to make Rental Payments in any Fiscal Year for which an Appropriation has been effected by the City of the payment thereof and to perform and observe the other agreements contained in this Lease shall be absolute and unconditional without abatement, diminution, dedication, deduction, set-off or defense, for any reason, including without limitation any defects, malfunction, breakdowns or infirmities in the Equipment after Acceptance thereof or any accident, condemnation or unforeseen circumstances.

ARTICLE V

Section 5.01. Acquisition; Delivery, Installation and Testing of Equipment; Acceptance. The City agrees to order the Equipment and cause the Equipment to be delivered, installed and tested at the location specified on Exhibit A, all pursuant to the Related Vendor Contract. After the Equipment has been delivered, installed and tested, the City agrees to accept

the Equipment provided that the Equipment satisfies the requirements of the City as set forth in the Related Vendor Contract. If the Equipment satisfies the requirements of the City therefore, all as set forth in the Related Vendor Contract, the City Representative shall promptly notify the Lessor of Acceptance of the Equipment and direct the Lessor to pay the Vendor pursuant to the agreement by executing and delivering to the Lessor the Acceptance Certificate.

Within three (3) days of the receipt of the Acceptance Certificate, the Lessor shall approve the payment of the invoice of the Vendor for the delivery, installation and testing of the Equipment as such invoice shall be attached to and approved in the Acceptance Certificate.

In the event that the Acceptance Certificate has not been delivered to the Lessor by the first Rental Payment Date set forth on Exhibit C, The City Representative may negotiate with the Lessor and agree with the Lessor as to the later Acceptance Date.

Section 5.02. Enjoyment of Equipment. After Acceptance, the Lessor shall provide the City with quiet use and enjoyment of the Equipment during the Lease Term, and the City shall peaceably and quietly have, hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from the Lessor, except as otherwise expressly set forth in the Lease. No Registered Owner shall interfere with such quiet use and enjoyment during the Lease Term so long as this Lease has not been terminated as a result of the occurrence of an Event of Nonappropriation or an Event of Default.

Section 5.03. Location; Inspection. Once installed, no item of the Equipment will be moved from the location specified for it on Exhibit A without the Lessor's consent, which consent shall not be unreasonably withheld. If the Lessor provides, on any business day, to the City's Representative at least 24 hours' written notice of intent to inspect, the Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the locations of the Equipment for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. After Acceptance, the City will not use, operate or maintain the Equipment carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Lease. The City shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In respect of the Equipment, the City agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided that the City may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not adversely affect the interest of the Lessor in and to the Equipment of its interest or rights under this Lease.

The City agrees that it will, at the City's own cost and expense, maintain, preserve and keep the Equipment in good repair and working order. The Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Lease Term, legal title to the Equipment and any and all repairs, replacements, substitutions and modifications to such Equipment shall be in the Lessor. Such title shall be held by the Lessor subject to this Lease. The City agrees that so long as legal title to the Equipment shall be in the Lessor and the City shall not be considered to hold legal title to the Equipment under Section 10.01, the Lessor shall be entitled to receive (a) any money attached or added to the Equipment at any time, (b) any money or property from the sale of the Equipment, and (c) any money or property from an

insurance claim if the Equipment is lost or damaged. Unless an Event of Nonappropriation or an Event of Default has occurred and is continuing, upon acceptance thereof, the City shall have the right to peacefully possess and use the Equipment during the Lease Term. The City will at all times protect and defend, at its own cost and expense, the Lessor's title from and against all claims, liens, and legal processes of the City's creditors, and keep all Equipment free and clear of all such claims, liens and processes.

Section 6.02. Financing Documents. Neither the Lessor nor the City will execute, or cause to be filed, any financing or security documents in respect of this Lease or the Equipment unless such financing or security documents shall consist of financing statements filed by the Lessor reflecting (a) the Lessor's legal title to the Equipment and designated as "filed for notice purposes only" or (b) the Lessor's assignment of its interests in this Lease and the Equipment as provided in Section 11.01.

Section 6.03. Personal Property. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of the Lessor, the City will, at the City's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. The City shall keep the Equipment free of all levies, liens and encumbrances except those created by this Lease. The Lessor and the City contemplate that the Equipment will be used and possessed by the City for a governmental or proprietary purpose of the City and that the Equipment will therefore be exempt from all property taxes. Because of such contemplation, the Lessor agrees that it will not declare the Equipment to the Assessor's office of the City, the State or any other taxing entity and will not take any other action that may cause an improper tax billing to be prepared in respect of the Equipment. If the use, possession or acquisition of the Equipment is nevertheless determined to be subject to taxation, the City shall pay when due (a) all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment and (b) all utility and other charges incurred in the use and maintenance of the Equipment, provided that the City shall have effected an Appropriation for the payment of any such taxes or charges. The City shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, the City shall be obligated to pay only such installments as accrue during the Lease Term.

Section 7.02. Insurance. At its own expense, the City shall, during the Lease Term, either (a) maintain casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, in an amount at least equal to the then applicable Purchase Price of the Equipment or (b) self-insure against such risks evidencing such self-insurance by providing a statement of self-insurance coverage in an amount not less than the cost of the Equipment. Upon the Lessor's written request to the City Representative from time to time throughout the Lease Term, the City Representative shall furnish to the Lessor evidence of such insurance or self-insurance coverage. The City shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice thereof to the Lessor at least 10 days in advance of such cancellation or modification. To the extent that the City is not self-insured in respect of the Equipment, the required casualty insurance shall contain a provision making any losses payable to the City and the Lessor as their respective interest may appear.

Section 7.03. Advances. In the event the City shall fail to keep the Equipment in good repair and working order, the Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by the Lessor shall constitute additional rent for the then current Original Term or Renewal Term and, only if an Appropriation has been effected by the City for this purpose, the City agrees to pay such amounts so advanced by the Lessor with interest thereon from the due date until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII

Section 8.01. Damage, Destruction and Condemnation. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, the City and the Lessor will cause the Net Proceeds to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment to substantially the same condition unless the City shall have exercised its option to purchase the Equipment pursuant to Section 10.01. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to the City.

For purposes of the Article, the term "Net Proceeds" shall mean (a) the amount of insurance proceeds received by the City for rebuilding, repairing, restoring, or replacing the damaged or destroyed Equipment or (b) the amount remaining from the gross proceeds of any condemnation award or sale under threat of condemnation after deducting all expenses, including attorney's fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, City shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pursuant to Section 10.01 purchase the Lessor's interest in all the Equipment. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Lessor's interest in all of the Equipment shall be retained by the City. If the City shall make any payments pursuant to this Section, the City shall not be entitled to any reimbursement therefore from the Lessor nor shall the City be entitled to any diminution of the amounts payable under Article IV. If the City does not timely budget and appropriate sufficient funds to proceed under either (a) or (b), available to it following an Event of Nonappropriation.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. The Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Equipment. In no even shall the Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or the City's use of any item, product or service provided for in this Lease. The City may proceed to assert claims and rights relating to the Equipment as provided in Section 9.02 hereof.

Section 9.03. Vendor's Warranties. The Lessor hereby irrevocably appoints the City its agent and attorney-in-fact during the Lease Term, so long as the City shall not be in default under this Lease, to assert from time to time whatever claims and rights (including without

limitation warranties) relating to the Equipment that the Lessor may have against the Vendor or any person other than the Lessor. Any such matter shall not have any effect whatsoever on the rights or obligations of the Lessor with respect to this Lease, including the right to receive full and timely Rental Payments for which an Appropriation has been effected by the City for this purpose.

ARTICLE X

Section 10.01. Purchase Option. The City shall have the option to purchase the Lessor's ownership interest in all the Equipment, at the following times and upon the following terms:

- a) On the date of the last Rental Payment set forth in this Lease (assuming this Lease has been renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect on such day, upon payment in full of Rental Payments due on this Lease to the Lessor;
- b) Upon giving written notice to the Lessor at least sixty (60) days before the date of purchase, on the Rental Payment dates set forth on Exhibit C, upon payment in full of the Rental Payments then due plus the then applicable Purchase Price as set forth on Exhibit C to the Lessor; or
- c) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, the on the day specified in the City's notice to the Lessor of its exercise of the purchase option upon payment in full to the Lessor of the Rental Payments then due plus the then applicable Purchase Price; provided that (1) such notice shall be given in writing at least sixty (60) days prior to the purchase date and (2) if the purchase date is not a Rental Payment date, the City shall also pay an amount equal to the portion of the interest component of the Rental Payment accrued from the immediately preceding Rental Payment date to such purchase date, computed on the basis of a 365-day year.

Section 10.02. Manner of Conveyance and Other Agreements Regarding Purchase. At the closing of the purchase or other conveyance of the Equipment pursuant to Section 10.01, the Lessor shall release the terminate this Lease and deliver to the Manager of Finance a document in substantially the form set forth as Exhibit D releasing, assigning, transferring and conveying title to, and the Lessor's interest in, the Equipment and this Lease. The Lessor shall also cause a termination statement to be filed if the Lessor has filed any "notice" financing statement as permitted under Section 6.02.

ARTICLE XI

Section 11.01. Assignment by Lessor. The Lessor's right, title and interest in, and to Rental Payments and any other amounts payable by the City under this Lease and its ownership in the Equipment and all proceeds there from, may be assigned and reassigned in whole or in part to one or more assignees or subassignees by the Lessor and, to the extent of its interest, by any Registered Owner, without the necessity of obtaining the consent of the City; provided that (a) any such assignment, other than an assignment by a Registered Owner, shall not be effective until the Manager of Finance has received written notice, signed by the assignor, of the name and address of the assignee, and (b) any assignment to or by a Registered Owner shall not be effective until it is registered on the registration books kept by the Agent as agent for such. The City hereby agrees that the Lessor may, without notice to the City, sell, dispose or, or assign this Lease

through a pool, trust, limited partnership, or other similar entity, whereby one or more interests are created in this Lease, the Equipment or the Rental Payments.

The Lessor and the City agree that any such assignment of this Lease is not intended as the offer or sale of a security, and the Lessor and all assignees hereof understand and agree that: (a) the City shall not be responsible for any information provided to any assignee or subassignee in connection with any such assignment and (b) if any such assignment constitutes the offering of a security under applicable securities laws, the City shall not be responsible for compliance with any such laws, and any offering or other disclosure document delivered by the Lessor in connection with such assignment shall include a statement to the effect that the City has assumed no responsibility for such document and has neither reviewed nor undertaken to verify any information contained therein.

Manager of Finance shall (a) retain all assignment notices as a register of all assignees (other than Registered Owners) and (b) shall be responsible for making all payments during the Lease Term, if an Appropriation has been effected by the City for such purpose, *only* to the Lessor at the address set forth in Section 13.01, notwithstanding any assignment by the Lessor pursuant to the terms of this section.

Provided that the City shall have accepted the Equipment, the City shall not have the right to and shall not assert against any assignee or Registered Owner any claim, counterclaim or other right the City may have against the Vendor.

The option granted in this Section does not permit the assignment of less than all of the Lessor's interests in all the Equipment.

Section 11.02. Assignment and Subleasing by the City. None of the City's right, title and interest in, to and under this Lease or any portion of the Equipment may be assigned or encumbered by the City for any reason; except that the City may sublease all or part of such Equipment if (a) such sublease is to an agency or department of, or a political subdivision of, the State or (b) the City obtains the prior written consent of the Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to the Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income purposes. Any such sublease of all or part of any Equipment shall be subject to for federal income purposes. Any such sublease of all or part of any Equipment shall be subject to this Lease and the rights of the Lessor in, to and under this Lease and will respect to the Equipment.

ARTICLE XII

Section 12.01. Events of Default Defined. Any of the following events shall constitute an "Event of Default" under this Lease:

- a) Failure by the City to pay any Rental Payment or other payment, for which an Appropriation has been affected by the City for such purpose, during the Original Term or any Renewal Term, five (5) Business Days after the date the City Representative shall have received written notice from the Lessor that such payment is due;
- b) Failure by the City to observe and perform any agreement on its part to be performed, other than as provided in (a) above, for a period of 45 days after written notice specifying such failure and requesting that it be remedied is given to the City by the Lessor, unless the Lessor shall agree in writing to an extension

of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, the Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected and provided further that, if, by reason of *Force Majeure*, the City shall be unable to carry out such agreement, the City shall not be deemed in default during the continuance of such inability;

- c) Any representation made by the City in this Lease or in any writing by any official of the City specifically related to this Lease or the execution, delivery or performance of this Lease shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- d) The City shall (1) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the City, or of all or a substantial part of the assets of the City, (2) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (3) make a general assignment for the benefit of creditors, (4) have an order for relief entered against it under applicable federal bankruptcy law, or (5) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the City in any bankruptcy, reorganization or insolvency proceeding; or
- e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of the City or a substantial part of the assets of the City, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, the Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- a) By written notice to the City, the Lessor may declare all Rental Payments and other amounts for which an Appropriation has been effected by the City, to the end of the then current Original Term or Renewal Term, to be immediately due and payable;
- b) With or without terminating the Lease Term, the Lessor (1) (A) at the Lessor's expense, may enter the premises when the Equipment is located and retake possession of the Equipment or (B) may require the City at the City's expense to promptly return any or all of such Equipment to the possession of the Lessor at such place within the United States as the Lessor shall specify and (2) may sell or lease the Equipment or, for the account of the City, sublease the Equipment, continuing to hold the City liable for the difference between (i) the Rental Payments and other amounts for which an Appropriation has been effected by the City to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of the Lessor in exercising its remedies under this Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all reasonable brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of this Lease, including but not limited to the provisions of Section 3.03 hereof;

and provided that an Appropriation has been effected by the City for such purpose; and

- c) The Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Lease or as owner of all of the Equipment.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised any remedy to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

Section 12.04. Application of Moneys. Any net proceeds from the exercise of any remedy under this Lease (after deducting all expenses of the Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all reasonable brokerage, auctioneer's and attorney's fees) shall be applied to the Rental Payments and other amounts due under this Lease to the end of the then Current Original Term or Renewal Term.

ARTICLE XIII

Section 13.01. Notices; Payments to Lessor. All notices or other communications under this Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the Lessor and the City at the addresses listed below (or at such other address as either the Lessor or the City shall designate in writing to the other party hereto). Any payments that may be due to the Lessor during the Lease Term shall be mailed to the Lessor by the City with a City warrant therefore enclosed or shall be transferred by the City by electronic transfer.

- a) Notice and Payment
to Lessor:

Exchange Bank
P.O. Box 397
Kearney, NE 68848-0397
Attn: Casey Fosher
Phone: 308-237-7711
Fax: 308-237-0178
E-Mail: cfosher@eb-us.com

- b) Notice to the City:

City of Junction City
P.O. Box 287
Junction City, KS 66441
Attn: Lindsay Miller, Finance Director
Phone: 785-238-3103
E-mail: Lindsay.miller@jcks.com

Section 13.02. Release of Indemnification. Pursuant to the Constitution of the State, the City is prevented by law from indemnifying the Lessor.

Section 13.03. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Lessor and the City and their respective successors and assigns. References herein to "Lessor" shall be deemed to include each of its assignees and subsequent assignees from and after the effective date of each assignment as permitted and limited by Section 11.01, provided that the Manager of Finance shall only be required to provide payment to the Lessor as described in Section 11.01.

Section 13.04. Severability. Except for the requirement of the City to make Rental Payments for which a specific Appropriation has been effected by the City for such purpose and the requirement of the Lessor to provide quiet enjoyment of the Equipment and to convey the Equipment to the City as set forth in Sections 6.01, 10.01 and 10.02 (which, if held invalid or unenforceable by any court of competent jurisdiction, may have the effect of invalidating or rendering unenforceable the other provisions of this Lease) in the event that any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

Section 13.05. Amendments. This Lease may be amended by mutual written consent of the Lessor and the City.

Section 13.06. Execution in Counterparts. This Lease may be simultaneously executed in no more than two counterparts, each of which shall be on original and both of which shall constitute but one and the same instrument.

Section 13.07. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

Section 13.08. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or section of this Lease.

Section 13.09. No Discrimination in Employment. In connection with the performance of the work under this Lease, the Lessor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matter of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

Section 13.10. Audit. The Lessor agrees that it will keep and preserve for at least six (6) years all directly pertinent books, documents, papers and records or the Lessor involving transactions related to this Lease, and that it will give the City's authorized representatives access during reasonable hours to examine and/or copy such books and records.

The authorized representatives of the City and the Lessor have signed this Equipment Lease Purchase Agreement. By the signatures below, the City and the Lessor agree to the terms and conditions of this Equipment Lease Purchase Agreement, including all Exhibits hereto.

ATTEST:

City of Junction City, Kansas

By: _____
Mayor

Clerk of the City of Junction City

RECOMMENDED AND APPROVED:

APPROVED AS TO FORM:

Attorney for the City of Junction City

By: _____
Director of Purchasing

By: _____
Assistant City Attorney

By: _____
Director of Budget and Management

By: _____
Manager of Finance

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance

By: _____
Auditor

ATTEST:

Exchange Bank

By: _____
Title: _____

Taxpayer (IRS) Identification No. _____
By: _____
Title: _____

Counterpart No. _____ of 2 manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A

DESCRIPTION OF THE EQUIPMENT

Description and location of Equipment:

To be delivered on or about _____ to _____

<u>Quantity</u>	<u>Item</u>	<u>Price</u>
1	Ambulance	\$354,432.00
4	Stainless Steel Salt Spreaders	\$68,740.00
1	Vacuum Street Sweeper	\$241,000.00
1	Rather Stadium Artificial Turf Install	\$124,715.00

Name of Vendor: **TBD**

Representations Regarding the Equipment: The City hereby represents as follows:

- a) The estimated total costs of the Equipment listed above is not less than the total Principal Portion of the Rental Payments set forth in the Rental Payment Schedule on Exhibit C.
- b) The Equipment has been ordered or is expected to be ordered within thirty (30) days of the Commencement Date and the Equipment is expected to be delivered, installed, and tested and the Vender fully paid, within six (6) months from the Commencement date.
- c) The Equipment has not been and is not expected to be sold or otherwise disposed of by the City, either in whole or in part, prior to the last payment date for the principal component of the Rental Payments set forth in the Rental Payment Schedule on Exhibit C.
- d) To the best of the City Representative's knowledge, information and belief, the above expectations are reasonable.

By: _____

Junction City's City Clerk
Junction City, Kansas
(as City Representative under this Lease)

EXHIBIT C

LEASE TERM AND RENTAL PAYMENTS/PURCHASE PRICE SCHEDULE

Lease Term

The term of this Lease shall begin March 1, 2019 and continue for five years concluding on September 1, 2023.

The semiannual payments are \$89,879.51 due in March and September for five years for a total rental payment of \$898,795.10

Purchase option at lease end of \$1.

**APPENDIX I
(TO RELEASE AND CONVEYANCE)**

**DESCRIPTION OF PROPERTY
RELEASE AND CONVEYANCE**

EXHIBIT D

FORM OF RELEASE AND CONVEYANCE

RELEASE AND CONVEYANCE

(Equipment Lease Purchase Agreement Dated _____)

KNOW ALL MEN BY THESE PRESENTS, that _____, for good and valuable consideration to it in hand paid, at or before the ensembling or delivery of these presents, by the City of Junction City, Kansas (the "City"), the receipt of which is hereby acknowledged, has released, assigned, transferred, granted and conveyed, and by these presents does release, assign, transfer, grant and convey unto the City, all of its interests, including legal title, in the following property to wit:

All of the property identified on Appendix I attached hereto and hereby made a part hereof and the related Equipment Lease Purchase Agreement between Exchange Bank, as lessor, and the City of Junction City, as lessee.

TO HAVE AND TO HOLD the same unto the City, forever.

IN WITNESS WHEREOF, _____ has executed this Release and Conveyance as of the _____ day of _____.

Authorized Officer

STATE OF _____)
_____) ss.
CITY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ by _____ as _____ of _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT E

**CERTIFICATES OF (1) MANAGER OF GENERAL SERVICES AND
(2) MANAGER OF FINANCE**

(1) The Manager of General Services (or the designee of such Manager) of the City of Junction City, Kansas (the "City") hereby certifies, in connection with this Lease and the Equipment, as follows:

(a) The City has complied with all applicable procurement requirements, if any, related to this Lease and the acquisition of the Equipment pursuant to the terms of this Lease and the Related Vendor Contract.

(b) Any of the following titled persons within the City's Department of General Services are designees of the Manager of General Services: Director of Purchasing. Other persons may be designated as designee in a separate writing executed by the Manager of General Services.

By: _____
Manager of General Services or Designee
City of Junction City, Kansas

(2) The Manager of Finance (or the designee of such Manager) of the City of Junction City, Kansas (the "City") hereby certifies, in connection with this Lease and the Equipment, as follows:

(a) The City has not created or established, and does not expect to create or establish, any sinking fund or similar fund (1) that is reasonably expected to be used to pay the Rental Payments set forth in the Rental Payment Schedule on Exhibit C, or (2) that may be used solely to prevent a default in the payment of the Rental Payments set forth in the Rental Payment Schedule on Exhibit C.

(b) The City has provided all information relating to the City needed to file the information report (Form 8038-G) attached to this Lease as Exhibit F. The information contained in such Form 8038-G is accurate as of the date hereof. The Manager of Finance will file or will cooperate with the Lessor to file such Form 8038-G with the Internal Revenue Service as required by the Code and related Treasury Regulations.

(c) Any of the following titled persons within the City's Department of Finance are designees of the Manager of Finance: Treasury Division – Director of Financial Management, Debt Administrator and Fiscal Administrator. Other persons may be designated as designee in a separate writing executed by the Manager of Finance.

By: _____
Manager of Finance or Designee
City of Junction City, Kansas

EXHIBIT F

FORM OF IRS FORM 8038-G

8

1

4

2

Information Return for Tax-Exempt Private Activity Bond Issues

(Under Internal Revenue Code section 149(e))

▶ See separate instructions.

▶ Go to www.irs.gov/Form8038 for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting Authority

Check if Amended Return ☐

1 Issuer's name		2 Issuer's employer identification number	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only) 1 ☐ ☐ ☐	
6 City, town, or post office, state, and ZIP code		7 Date of issue (MM/DD/YYYY)	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (Enter the issue price.)

Issue Price

11 Exempt facility bond:		
a Airport (sections 142(a)(1) and 142(c))		11a
b Docks and wharves (sections 142(a)(2) and 142(c))		11b
c Water furnishing facilities (sections 142(a)(4) and 142(e))		11c
d Sewage facilities (section 142(a)(5))		11d
e Solid waste disposal facilities (section 142(a)(6))		11e
f Qualified residential rental projects (sections 142(a)(7) and 142(d)) (see instructions)		11f
Meeting 20–50 test (section 142(d)(1)(A)) ☐		
Meeting 40–60 test (section 142(d)(1)(B)) ☐		
Meeting 25–60 test (NYC only) (section 142(d)(6)) ☐		
Has an election been made for deep rent skewing (section 142(d)(4)(B))? ☐ Yes ☐ No		
g Facilities for the local furnishing of electric energy or gas (sections 142(a)(8) and 142(f))		11g
h Facilities allowed under a transitional rule of the Tax Reform Act of 1986 (see instructions)		11h
Facility type		
1986 Act section		
i Qualified enterprise zone facility bonds (section 1394) (see instructions)		11i
j Qualified empowerment zone facility bonds (section 1394(f)) (see instructions)		11j
k Other (see instructions)		11k
l Qualified public educational facility bonds (sections 142(a)(13) and 142(k))		11l
m Mass commuting facilities (sections 142(a)(3) and 142(c))		11m
n Qualified highway or surface freight transfer facilities (sections 142(a)(15) and 142(m))		11n
o Other (see instructions)		
p Local district heating or cooling facilities (sections 142(a)(9) and 142(g))		11p
q Other (see instructions)		11q
12a Qualified mortgage bond (section 143(a))		12a
b Other (see instructions)		12b
13 Qualified veterans' mortgage bond (section 143(b)) (see instructions) ▶		13
Check the box if you elect to rebate arbitrage profits to the United States ☐		
14 Qualified small issue bond (section 144(a)) (see instructions) ▶		14
Check the box for \$10 million small issue exemption ☐		
15 Qualified student loan bond (section 144(b))		15
16 Qualified redevelopment bond (section 144(c))		16
17 Qualified hospital bond (section 145(c)) (attach schedule—see instructions)		17
18 Qualified 501(c)(3) nonhospital bond (section 145(b)) (attach schedule—see instructions)		18
Check box if 95% or more of net proceeds will be used only for capital expenditures ▶ ☐		
19 Nongovernmental output property bond (treated as private activity bond) (section 141(d))		19
20a Other (see instructions)		
b Reissuance (see instructions)		20b
c Other. Describe (see instructions) ▶		20c

Network Reduction Act Notice, see separate instructions.

Cat. No. 49973K

Form **8038** (Rev. 9-2018)

Part III Description of Bonds (Complete for the entire issue for which this form is being filed.)

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Issue (including underwriters' discount)

	Amount
22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part VI	27
28 Proceeds used to refund prior taxable bonds. Complete Parts V and VI	28
29 Add lines 24 through 28	29
30 Nonrefunding proceeds (subtract line 29 from line 23, enter amount here, and complete Part V)	30

Part V Description of Property Financed

Caution: Do not complete for qualified student loan bonds, qualified mortgage bonds, or qualified veterans' mortgage bonds.

31 Type of Property Financed:		Amount
a	Land	31a
b	Buildings and structures	31b
c	Equipment with recovery period of more than 5 years	31c
d	Equipment with recovery period of 5 years or less	31d
e	Other. Describe (see instructions)	31e

32 North American Industry Classification System (NAICS) of the projects financed.					
NAICS Code		Amount of nonrefunding proceeds		NAICS Code	
a		\$		c	
b		\$		d	

Part VI Description of Refunded Bonds (Complete this part only for refunding bonds.)

33	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
34	Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
35	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	/ /
36	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	/ /

Part VII Miscellaneous

37 Name of governmental unit(s) approving issue (see the instructions) ▶

38 Check the box if you have designated any issue under section 265(b)(3)(B)(i)(III) ▶ ☐

39 Check the box if you have elected to pay a penalty in lieu of arbitrage rebate ▶ ☐

40a Check the box if you have identified a hedge and enter the following information ▶ ☐

b Name of hedge provider ▶

c Type of hedge ▶

d Term of hedge ▶

41 Check the box if the hedge is superintegrated ▶ ☐

42a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) ▶

b Enter the final maturity date of the GIC (MM/DD/YYYY) ▶ / /

c Enter the name of the GIC provider ▶

43 Check the box if the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated in accordance with the requirements under the Code and Regulations (see instructions) ▶ ☐

44 Check the box if the issuer has established written procedures to monitor the requirements of section 148 ▶ ☐

45a Enter the amount of reimbursement if some portion of the proceeds was used to reimburse expenditures ▶

b Enter the date the official intent was adopted (MM/DD/YYYY) ▶ / /

46 Check the box if the issue is comprised of qualified redevelopment, qualified small issue, or exempt facilities bonds, and provide name and EIN of the primary private user ▶ ☐

Name ▶

EIN

Part VIII Volume Caps

	Amount
47 Amount of state volume cap allocated to the issuer. Attach copy of state certification	47
48 Amount of issue subject to the unified state volume cap	48
49 Amount of issue not subject to the unified state volume cap or other volume limitations:	49
a Of bonds for governmentally owned solid waste facilities, airports, docks, wharves, environmental enhancements of hydroelectric generating facilities, or high-speed intercity rail facilities	49a
b Under a carryforward election. Attach a copy of Form 8328 to this return	49b
c Under transitional rules of the Tax Reform Act of 1986. Enter Act section ▶	49c
d Under the exception for current refunding (section 146(i) and section 1313(a) of the Tax Reform Act of 1986)	49d
50a Amount of issue of qualified veterans' mortgage bonds	50a
b Enter the state limit on qualified veterans' mortgage bonds	50b
51a Amount of section 1394(f) volume cap allocated to issuer. Attach copy of local government certification	51a
b Name of empowerment zone ▶	
52 Amount of section 142(k)(5) volume cap allocated to issuer. Attach copy of state certification	52

Signature and Consent

Under penalties of perjury, I declare that I have examined this return, and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative

Date

Type or print name and title

Paid Preparer Use Only

Print/type preparer's name

Preparer's signature

Date

Check ☐ if self-employed

Preparer's PTIN

Firm's name ▶

Firm's EIN ▶

Firm's address ▶

Phone no. ▶



First Bank
www.first-bank.net

December 12, 2018

Tammy Melton, City Clerk
City of Junction City
PO Box 287
Junction City, KS 66441

Attached is First Bank's lease bid for Project No. LP2018-02

The lease rate is 3.44%, fixed for five years. This is a fixed rate for the duration of the lease.

The lease quote is attached.

The first semiannual payment will be due on January 10, 2019. If the city would prefer a different date or month for the first payment, please let me know, and I would be happy to provide a new quote that reflects the City's wishes.

The lease will be kept in house at First Bank and will not participate with any other lender.

The contact person for First Bank's leasing department is:

Spencer Childs
First Bank
PO Box 67
Sterling, KS 67579
316-836-9769
spencerc@first-bank.net

Should you have any questions, please email or give me a call.

Cordially,

Spencer Childs

Spencer Childs

City of Junction City- PROJECTS NO. LP2018-02

This rate is fixed for the duration of the lease

There are no prepayment penalties

Compound Period Monthly

Nominal Annual Rate 3.440 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	12/12/2018	788,887.00	1		
2 Lease Payment	01/10/2019	85,402.00	9	Semiannual	01/10/2023
3 Residual	07/10/2023	1.00	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Lease Payment	Residual	Interest	Principal	Balance
Lease	12/12/2018					788,887.00
2018 Totals		0.00	0.00	0.00	0.00	
1	01/10/2019	85,402.00		2,156.15	83,245.85	705,641.15
2	07/10/2019	85,402.00		12,224.34	73,177.66	632,463.49
2019 Totals		170,804.00	0.00	14,380.49	156,423.51	
3	01/10/2020	85,402.00		10,956.63	74,445.37	558,018.12
4	07/10/2020	85,402.00		9,666.96	75,735.04	482,283.08
2020 Totals		170,804.00	0.00	20,623.59	150,180.41	
5	01/10/2021	85,402.00		8,354.95	77,047.05	405,236.03
6	07/10/2021	85,402.00		7,020.20	78,381.80	326,854.23
2021 Totals		170,804.00	0.00	15,375.15	155,428.85	
7	01/10/2022	85,402.00		5,662.34	79,739.66	247,114.57
8	07/10/2022	85,402.00		4,280.95	81,121.05	165,993.52
2022 Totals		170,804.00	0.00	9,943.29	160,860.71	
9	01/10/2023	85,402.00		2,875.63	82,526.37	83,467.15
Residual	07/10/2023		1.00	83,466.15-	83,467.15	0.00
2023 Totals		85,402.00	1.00	80,590.52-	165,993.52	
Grand Totals		768,618.00	1.00	20,268.00-	788,887.00	

ADVERTISEMENT FOR REQUEST FOR PROPOSALS (RFP)
Tax-Exempt Lease/Purchase Financing

The City of Junction City, Kansas, will receive proposals, from qualified vendors, through the City Clerk, by 10 A.M. (Local Time) on Dec 12th, 2018 at City Hall, PO Box 287, 700 N. Jefferson St., Junction City, KS 66441, for Tax-Exempt Lease/Purchase Financing of an ambulance, salt spreaders, a street sweeper, and a Rather Stadium turf project. Bids shall be directed to the City Clerk, securely sealed and endorsed upon the outside "**RFP- Tax-Exempt Lease/Purchase Financing**". The City reserves the right to reject any or all bids, and to waive any informality in the bidding. Bid packages are available at the office of the City Clerk or the City website at www.junctioncity-ks.gov. Questions regarding the bids should be directed to Lindsay Miller, Finance Director at (785)-238-3103 or via email at Lindsay.miller@jcks.com.

LEASE/PURCHASE TAX-EXEMPT LOAN- REQUEST FOR PROPOSAL

Project No. LP2018 - 02

CITY OF JUNCTION CITY

Junction City, Kansas

CONDITIONS TO BIDDING

- 1.1 **Proposal Reference Number:** The Event Number assigned to this Request, MUST be shown on all correspondence or other documents associated with this Request and MUST be referred to in all verbal communications. **The single point of contact for all inquiries, written or verbal requests, shall be directed to:**

City of Junction City
ATTN: Lindsay Miller, Finance Director
P. O. Box 287
700 N. Jefferson Street
Junction City, KS 66441

Phone: 785-238-3103 ext. 305

e-mail: Lindsay.miller@jcks.com

No communication is to be had with any other City employee regarding this request except:

Designated city participants in attendance ONLY DURING:
Negotiations
Contract Signing
As otherwise specified in this Request.

Violations of this provision may result in the rejection of a vendor's proposal.

- 1.2 **Negotiated Procurement:** The City reserves the right to negotiate this proposal. Final evaluation and award is made by the City Manager or their designee.
- 1.3 **Questions/Addenda:** Questions requesting clarification of the Request for Proposal must be submitted via e-mail.

Failure to notify the Buyer of any conflicts or ambiguities in this Request for Proposal may result in items being resolved in the best interest of the City. Any modification to this Request shall be made in writing by addendum and mailed to all vendors who received the original request. Only written communications are binding.

- 1.4 **Revisions to the Request for Proposals:** Because this Request for Proposal involves a negotiating committee, firms submitting proposals may, in addition to addressing the specifications contained herein, offer alternate solutions to meeting the City's financing needs. Similarly, the negotiating committee reserves the right to eliminate or modify specifications and the language in the resulting Lease Purchase Agreement. In the event it becomes necessary to revise any

part of the Request for Proposal before the closing date, revisions will be provided to all firms that received the Request for Proposal via mail or e-mail.

- 1.5 **Project to be financed:** The City is purchasing the following:

Quantity	Description	Estimated Dollars
1	Ambulance	\$354,432.00
4	Stainless Steel Salt Spreaders	\$68,740.00
1	Vacuum Street Sweeper	\$241,000.00
1	Rather Stadium Artificial Turf Install	\$124,715.00

The financing RFP is being solicited to provide an estimated \$788,887 for acquisition costs plus capitalized interest.

- 1.6 **Specific Terms:** For this RFP, the City does **NOT** desire to utilize a Certificate of Participation structure. This shall be a non-bank qualified transaction.

Lessee: The City of Junction City

Lessor: The Provider of the financing on a mutually acceptable nominal lessor.

Amount: \$788,887

Security: The lease/purchase financing will be secured by the City's obligation to pay lease payments which are subject to annual appropriations and by a security interest in the assets purchased.

Term: 5 Years. Bi-annual or annual payments. Preference is bi-annual payments with the first payment date in 2019. The City will consider other payment date proposals.

Interest Rate: A fixed rate of interest for the entire financing. Please provide rates with 60 day rate lock.

Escrow: Upon securing the loan, the funds not drawn on immediately shall be held in escrow and cost of the escrow shall be paid by the City. Please provide the cost of an escrow account.

Bids Due: Dec 12th, 2018 @ 10:00 a.m.

Sealed Bid: All bids shall be sealed and marked on outside of envelope as follows: "RFP- Tax-Exempt Lease/Purchase Financing"

Bid Delivery: Tammy Melton, City Clerk

City of Junction City
P. O. Box 287
700 N. Jefferson Street
Junction City, KS 66441

Prepayment: The City desires the ability to prepay the transaction in whole or in part at any time without prepayment penalty on or after a date six (6) months after entering into the Lease Purchase Agreement with the Provider and the right to prepay at anytime without prepayment penalty with regard to a casualty loss on the project being prepaid. **Firms may also propose alternate prepayment provisions.**

Assignment: The Lessor may assign its rights to receive lease payments and its security interest in the assets, but only with the written consent of the City. Each assignment must specifically mention the City's right to prepay without penalty.

Amendment: The City reserves the right to amend the Lease Purchase Agreement that is entered into pursuant to this RFP. Any such amendment will be in writing and subject to the mutual consent of both parties.

Nature: The Lease Purchase Agreement for the equipment and vehicle will be a negotiated version of the proposer's standard master lease agreement and associated schedules. The City will agree to maintain the assets, bear the risk of loss if the equipment/property is damaged or destroyed, and to pay lease payments from budgeted funds lawfully available for the purpose, when and if appropriated by the City Council.

Rating: The City does not intend to seek a credit rating for this transaction. However, Standard & Poors rates the City of Junction City A+ with a stable outlook for G.O. Bond issues.

Award: Anticipated award of bid is December 18, 2018 at the City Commission meeting at 7:00 p.m.

- 1.7 **Proposals Requested:** Each proposer may submit a proposal to finance the City's acquisition of the equipment. Each party responding to this RFP is asked to indicate concerns with this outline or clearly stipulate any desired changes or additions to the terms mentioned herein. Furthermore, each proposer must clearly stipulate the interest rate applicable and enclose an amortization schedule based on a term of five (5) years with the City making annual or bi-annual payments.

Each proposer must also indicate, in an itemized list, all costs associated with the transaction, if any, that are expected to be paid by the City either as a direct (upfront) payment or as an addition to the project cost for the purpose of determining ongoing lease payments. These costs must be all inclusive and should include commitment fees, legal counsel, trustee fees, and all similar items of cost, if any.

The City has a record of past Lease Purchase Agreements of this nature;

however, the City does not anticipate paying any supplemental financing costs, either direct (upfront) or as an addition to the project cost.

Each proposer is required to furnish their standard lease agreement with supporting documents as a basis for negotiating a mutually acceptable agreement. If the proposer has an existing Master Lease Agreement with the City, please indicate.

The resulting Master Lease Agreement and associated Schedules will be made in strict accordance with the Kansas Cash Basis Law, K.S.A. §10-1101 *et. seq.*

- 1.8 Bid Format and Content:** The following information should be attached and made a part of this proposal. Failure to do so may lead to disqualification.

1.8.1 The information requested in 1.8 above;

1.8.2 A detailed statement outlining the firm's proposed methods and procedures of providing the services specified in the RFP, including the required pricing formulas.

1.8.3 Information needed to complete evaluation as contained in 1.10 below.

- 1.9 Cost of Preparing Proposal:** The cost of developing and submitting the proposal is entirely the responsibility of the vendor. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this Request. All responses will become the property of the City of Junction City and will be a matter of public record subsequent to signing of the contract or rejection of all bids.

- 1.10 Evaluation of Bids:** Award shall be made in the best interest of the City as determined by the City Commission with a recommendation from staff. Consideration will focus toward but is not limited to:

1.10.1 Adequacy and completeness of proposal;

1.10.2 Vendor's understanding of the project;

1.10.3 Compliance with the terms and conditions of the Request;

1.10.4 Experience in providing like services;

1.10.5 Methodology to accomplish tasks;

1.10.6 Interest financing rate; and

1.10.7 Contractual provisions requested.

A firm may condition their proposal subject to credit approval or review. However, a firm must complete credit approval or review within three (3) business days after notification by the City. The City may give preference to firms that have completed their credit approval or review process.

- 1.11 Acceptance or Rejection:** The City reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this Request; and unless otherwise specified, to accept any item in a proposal.

- 1.12 Contract:** The successful vendor will be required to enter into a Lease Purchase Agreement with the City. The vendor agrees to accept the Contractual Provisions Attachment, which is incorporated into all contracts with the City and is attached to this Request.

- 1.13 **Contract Documents:** This Request and any amendments and the response and any amendments of the successful vendor shall be incorporated along with the Contractual Provision Attachment into the written contract which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- 1.13.1 Written modifications to the executed contract;
- 1.13.2 Lease Agreement signed by the parties; and
- 1.13.3 This Request, including any and all addenda.

- 1.14 **Contract Formation:** No contract shall be considered to have been entered into by the City until all statutorily required signatures and certifications have been rendered; and a written contract has been signed by the successful vendor.

- 1.15 **Open Records Act:** All proposals become the property of the City of Junction City. Kansas law requires all information contained in proposals to become open for public review once a contract is signed or all proposals are rejected.

- 1.16 **Federal, State and Local Taxes-Governmental Entity:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Request. Except for certain purchases for the Water Division, **The City of Junction City is exempt from state sales or use taxes and federal excise taxes. These taxes shall not be included in the vendor's price quotations.**

- 1.17 **Suspension from Bidding:** Any vendor who defaults on delivery as defined in this Request may, at the discretion of the City Manager, be barred from bidding on any subsequent Request for a period to be determined by the Manager.

- 1.18 **Cash Basis and Budget Laws:** All contracts entered into by the City of Junction City are subject to the State of Kansas Cash Basis and Budget laws. Any obligation incurred as a result of the issuance of the specifications binds the City only to the extent that cash is available at the time payment is required. Furthermore, any contract that extends beyond the City's current fiscal year does not create an indebtedness or obligation for the subsequent fiscal year, and the City reserves the right to cancel any contract until the first date of the subsequent fiscal year.

Backup material for agenda item:

- g. Consideration of Resolution No. R-2886, Lease Purchase Agreement with BCI Capital Management Group for an ambulance, four salt spreaders, street sweeper and Rathert Stadium turf project.

City of Junction City

City Commission - Agenda Memo

Meeting Date: December 18, 2018

From: Lindsay Miller, Finance Director

To: City Commissioners and Allen Dinkel, City Manager

Subject: **Resolution No. 2886 – Lease/Purchase Agreement for Assets**

Objective: Approval of Resolution 2886 for the final approval of the lease/purchase agreement for the purchase of An Ambulance, Salt Spreaders, a Street Sweeper, and a Rather Stadium turf project.

Explanation of Issue: The award of the bid for a lease/purchase loan was awarded to BCI Capital Management Group to finance the assets as previously presented. Attached is Resolution 2886 which authorizes the Mayor to sign the lease/purchase agreement with BCI Capital Management Group as presented. All lease/purchase documents will be reviewed by the City Attorney.

Budget Impact: The City has adequate funds available in the current budget, and lease/purchase payments will be budgeted in sequential budgets.

Alternatives: The City Commission may approve, modify, or disapprove the requested resolution as presented.

Recommendation: Staff recommends the approval of Resolution 2886 for a lease/purchase agreement with BCI Capital Management Group.

Suggested Motion: Commissioner _____ moves to approve Resolution 2886 for a lease/purchase agreement with BCI Capital Management Group as recommended by staff. Commissioner _____ seconded the motion.

Enclosures: Resolution 2886

RESOLUTION OF GOVERNING BODY OF LESSEE AND DECLARATION OF OFFICIAL INTENT
Resolution No. R-2886

Tax Exempt Lease Purchase (TELP) Agreement dated December 18, 2018, between BciCapital, Inc. (Lessor) and Lessee (City of Junction City).

Lessee: City of Junction City
Principal Amount Expected To Be Financed: \$788,887
For: An Ambulance, Salt Spreaders, a Street Sweeper, and a Rather Stadium turf project.

INTEREST RATE: 3.13%

PAYMENTS: \$85,778.37

WHEREAS, the above Lessee is a political subdivision of the State in which Lessee is located (Kansas) and is duly organized and existing pursuant to the constitution and laws of the State of Kansas.

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interests in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more lease-purchase agreements ("Equipment Leases") in the principal amount not exceeding the amount stated above ("Principal Amount") for the purpose of acquiring the property generally described below ("Property") and to be described more specifically in the Equipment Leases is appropriate and necessary to the functions and operations of the Lessee. Brief Description Of Property: An Ambulance, Salt Spreaders, a Street Sweeper, and a Rather Stadium turf project

WHEREAS, BciCapital, Inc. ("Lessor") is expected to act as the lessor under the Equipment Leases.

WHEREAS, the Lessee may pay certain capital expenditures in connection with the Property prior to its receipt of proceeds of the Equipment Leases ("Lease Purchase Proceeds") for such expenditures and such expenditures are not expected to exceed the Principal Amount.

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital and the Lessee shall hereby declare its official intent to be reimbursed for any capital expenditures for Property from the Lease Purchase Proceeds.

NOW, THEREFORE, Be It Resolved by the Governing Body of the Lessee:

SECTION 1. Either one of the **City Manager** OR the **Finance Director** (each an "Authorized Representative") acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more Equipment Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Equipment Lease (including, but not limited to, escrow agreements) as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Equipment Leases are hereby authorized.

SECTION 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Equipment Leases on behalf of the Lessee.

SECTION 3. The aggregate original principal amount of the Equipment Leases shall not exceed the Principal Amount and shall bear interest as set forth in the Equipment Leases and the Equipment Leases shall contain such options to purchase by the Lessee as set forth therein.

SECTION 4. The Lessee's obligations under the Equipment Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Equipment Lease and the Lessee's obligations under the Equipment Leases shall not constitute a general obligations of the Lessee or indebtedness under the constitution or laws of the State.

SECTION 5. The Governing Body of Lessee anticipates that the Lessee may pay certain capital expenditures in connection with the Property prior to the receipt of the Lease Purchase Proceeds for the Property. The Governing Body of Lessee hereby declares the Lessee's official intent to use the Lease Purchase Proceeds to reimburse itself for Property expenditures. This section of the Resolution is adopted by the Governing Body of Lessee for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of the Resolution does not bind the Lessee to make any expenditure, incur any indebtedness, or proceed with the purchase of the Property.

SECTION 6. This Resolution shall take effect immediately upon its adoption and approval.

This Resolution shall take effect immediately upon its adoption and approval.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Agreement hereunto executed this Agreement effective as of December 18, 2018.

CITY OF JUNCTION CITY, KANSAS

Mayor

[SEAL]

Attest:

By: _____
Clerk

Backup material for agenda item:

- h. Consideration of the Airport Environmental Assessment Study to Alfred Benesch & Company not to exceed \$90,000.

City of Junction City

City Commission

Agenda Memo

December 12, 2018

From: Ray Ibarra, Public Works Director
To: Allen Dinkel, City Manager and City Commission
Subject: **Approval of the Airport Environmental Assessment Study**

Objective: The consideration and approval of the Airport Environmental Assessment Study to Alfred Benesch & Company not to exceed \$90,000.00.

Explanation of Issue: Currently Junction City has Alfred Benesch & Company completing the Airport Master Plan. While completing the Master Plan, Benesch noted that there were several obstructions that needed to be removed to make the three (3) runways safe per FAA standards.

During the review from the FAA one of the comments were that before the obstructions could be removed that the City needed to have an Environmental Assessment Study completed. The FAA also informed that the City they needed to seek Request for Proposals from three (3) qualified consulting firms and select a firm and negotiate a fee for the Environmental Assessment Study.

The November 15th the City received two (2) qualified Request for Proposals from Alfred Benesch & Company from Manhattan, KS and Lochner from Lenexa, KS. On November 20th the Airport Board met and selected Alfred Benesch & Company to perform the Environmental Assessment Study. And on December 4th the Airport Board met with Alfred Benesch & Company and negotiated a fee not to exceed \$90,000.00 for the Environmental Assessment Study.

Funding would come through the FAA Airport Capital Improvement Program which is a 90/10 program and the City's share would be \$9,000.00.

Budget Impact: Funds are available in the Airport Budget

Alternatives: The City Commission may approve, modify, table or deny the Airport Environmental Assessment Study to Alfred Benesch & Company.

Recommendation: Staff recommends approving the Airport Environmental Assessment Study to Alfred Benesch & Company not to exceed \$90,000.00.

Suggested Motion: Commissioner _____ moves to approve the Airport Environmental Assessment as presented. Commissioner _____ seconded the motion.

Enclosures: Proposal Letter Benesch
Benesch Consulting Agreement

December 13, 2018

Mr. Ray Ibarra
Director of Public Works
City of Junction City
700 N. Jefferson Street
Junction City, KS 66441

RE: Proposal for Professional Services for an Environmental Assessment for Obstruction Removals
Junction City Airport (Freeman Field)

Dear Mr. Ibarra:

This letter represents a proposal to provide professional services for the preparation of an Environmental Assessment (EA) for the removal of obstructions surrounding the Junction City Airport (Freeman Field). The primary area of assessment includes the airport property itself and surrounding environs.

A detailed scope of services is described below.

SCOPE OF SERVICES

Task 1 - Environmental Assessment – Prepare a concise document following CEQ guidelines for the completion of an EA as directed by the Federal Aviation Administration (FAA) and Department of Transportation (DOT) on behalf of Junction City. Major tasks/milestones/deliverables include:

- Prepare a preliminary Draft EA for internal review by Junction City and FAA, in accordance with the attached example template provided by FAA Central Regional Airports Division.
- Collect and respond to comments by the City and FAA.
- Prepare the Draft EA for publication and public and agency comment, collect and respond to comments.
- Prepare the Final EA and FONSI for USACE signature and approval.

Includes the following subtasks:

- **Purpose and Need** – Describe the applicant's purpose and need for the proposed action, including supporting information, data, reports, and guidance or requirements.
- **Alternatives** – Review and describe alternatives that have been evaluated for the proposed action, briefly summarize major impacts to the project and other resources.
- **Proposed Action** - Describe in detail the proposed action, including off-site components, other required federal and state actions and approvals, and all ancillary improvements. Give an overview of projects location, other nearby projects, and describe the surrounding environment. Also describe the no-action alternative for comparison of impacts.
- **Coordination with agencies** – Coordinate with USACE, USFWS, SHPO, City, County, and other local, state, federal agencies as needed and appropriate for each resource. Obtain background information on

various resources, obtain approvals or concurrences if needed by such agencies, and provide documentation of the same.

- **Affected Environment** – Identify and describe the existing conditions for each of the following resources if affected (some or all of which may be included, and others may be added as appropriate):
 - Existing and planned land uses, zoning, demographics, air quality, biological resources, climate, Section 4(f) properties, farmlands, hazardous materials, solid waste, historic and cultural resources, natural resources, vegetation, energy, noise and compatible land uses, socioeconomics, environmental justice, children’s health and safety risks, visual effects, water resources, wetlands, floodplains, and groundwater.
 - Prepare or reference a list of resources not present or unlikely to be affected.
- **Impacted Resources** – For each resource identified as potentially impacted, evaluate and discuss the proposed impact in terms of the Proposed Action and the No-Action alternatives. Impacts may be primary (i.e. construction, environmental, or financial), or secondary (i.e. population changes, land use, civil rights, resulting from mitigation, or from the irretrievable commitment of resources). Also includes the determination of why there would be no significant impacts.
- **Summary of Impacts** – Summarize all relevant resource impacts in concise language and suitable for use in the EA, FONSI, and other documents.
- **Cumulative Impacts** – Identify, describe, and assess potential impacts from reasonably foreseeable past, present, and future projects in the project vicinity. Area to be reviewed may be larger than immediate project area.
- **Public Involvement** – Prepare the EA for publication, including public notices, and documentation of publication, collect and respond to comments in the final EA, and coordination with client, FAA, and other agencies as needed. Two public information meetings are anticipated.
- **References, preparer information, administrative record** – Collect and catalog documentation used for decisional matters within the EA, and combine all documents into a single collection for the record. Properly document references used in the EA in a bibliography using MLA format, and prepare a list of preparers for the EA.
- **Maps and Figures** – Prepare all figures for the EA, including site location, overview, surrounding areas, affected resources (multiple), impacted resources (multiple), historic maps (aerials), topographic maps, and others as needed. Take photographs of resources and prepare a photo log documenting the area.
- **Project Management, Quality Control, and Client Coordination** – Activities related to project management, invoicing, communication with the client, their engineer. Quality control reviews, documentation, and validation. Coordination with Cargill and their engineer on design details, construction methods, and impacts.

Assumptions

This proposal is based on several assumptions that have been discussed with the Client and the FAA. These assumptions are as follows:

- The EA will be limited to those resources present in the Study Area, and to those potentially affected by the proposed project. Resources not present, or that would not be affected in any way from the proposed project will be dismissed early in the EA and not discussed in greater detail. These are expected to be items such as geologic resources, impacts to population trends, prime farmland, coastal resources, wild and scenic rivers, wilderness areas, marine resources, changes to surface transportation, increases to noise generating sources, or increases to emissions.

Benesch will need to coordinate with various state agencies on the FAA’s and Client’s behalf. The schedule assumes reasonable response timeframes to these requests for information of determination

of impacts. If the City and FAA can authorize Benesch to be their official representative for coordination, the consultation process may go more quickly.

- Two public information meetings are anticipated. These would be held at the airport or in a nearby location, and would consist of preparing public notices advertising the meeting, displays, handouts, and comment sheets for those in attendance. The City may also publish these materials on their website if desired. Benesch would provide these materials in digital format for this purpose. Benesch would provide adequate staff at the meetings to answer questions and document comments. Benesch also assumes a maximum of ten individual meetings with adjacent landowners or interested parties to discuss concerns and answer questions.

Schedule

The preliminary Draft EA is anticipated to be completed within 6 months of notice to proceed. Specific milestones will occur prior to this time, and schedule is greatly dependent on review or action times by the Client, agencies, and availability of FAA review staff. Once the preliminary Draft EA is completed, the Draft EA would be completed within 3 months, with a Public Comment period of 30 days occurring afterward. Following the completion of the public comment period, the Final EA and FONSI would be completed within 3 months.

Estimated Fees

Benesch proposes to use our 2019 fee schedule and complete Task 1 for a not to exceed fee of \$89,909. Our receipt of the signed contract or other written confirmation accepting this proposal will constitute the "Notice to Proceed." A formal agreement will be prepared and signed following the acceptance of this proposal.

If you have questions about any aspect of this proposal, please do not hesitate to contact us at 402.333.5792 (office), 402.850.9753 (mobile), or by email at cmielke@benesch.com.

Sincerely,



Craig Mielke, PWS
Project Manager



benesch

CONSULTING SERVICES AGREEMENT

CLIENT	Junction City	Project Name	Freeman Field Airport (3JC)
Address	700 N. Jefferson Street	Environmental Assessment	
	Junction City, KS 66441	Project Location	Junction City, Kansas
Telephone	785.238.7142		
Client Contact	Ray Ibarra	Consultant PM	Brad Waller
Client Job No.		Consultant Job No.	

This AGREEMENT is made by and between the City of Junction City, hereinafter called "CLIENT," and Alfred Benesch & Company, hereinafter called "CONSULTANT", for professional consulting services as specified herein. CONSULTANT agrees to provide CLIENT with requested consulting services more specifically described as follows d(or shown in Attachment A):

The GENERAL CONDITIONS and the following Attachments are hereby made a part of the AGREEMENT:

- ☒ Attachment A: Scope of Services and Fee Estimate
☐ Attachment B: Schedule of Unit Rates
☐ Attachment C: _____
or
☐ Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this AGREEMENT, CLIENT acknowledges that it has read and fully understands this AGREEMENT and all attachments thereto. CLIENT further agrees to pay CONSULTANT for services described herein upon receipt of invoice by CLIENT for the CONSULTANT's estimated fee as described below:

- ☐ BY LUMP SUM: \$_____.
☒ BY TIME AND MATERIALS: \$89,909.00.
☐ BY OTHER PAYMENT METHOD (See Attachment _____): \$_____.
☐ AS SHOWN ON SERIALY NUMBERED WORK AUTHORIZATIONS USING EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT:

CLIENT

ALFRED BENESCH & COMPANY

BY: _____

BY: _____

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

PRINT NAME: Bradley J. Waller

TITLE: _____

TITLE: Vice President

DATE: _____, 20

DATE: December 13, 2018

BENESCH OFFICE: Manhattan

ADDRESS: 3226 Kimball Ave.

Manhattan, KS 66503

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).



STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for federally declared legal holidays or during an employee's sick leave or vacation time. Travel time from

Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant within sixty (60) days after the date of the undisputed invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this Agreement without cause at any time. In the event of such

termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance. Consultant will name the Client as additional insured on

Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project and Consultant shall retain

an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic

feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of

such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined the deficiency is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, , this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any

third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this AGREEMENT shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all

regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

Backup material for agenda item:

- i. Consideration of Ordinance No. G-1235, adopt the 2018 International Fire Code for Title II of the City Code of Ordinances regulating Fire & Life Safety Codes for the City of Junction City.

City of Junction City

City Commission

Agenda Memo

18 December 2018

From: Fire Chief Terry Johnson

To: Board of Commissioners

Subject: Request for approval to adopt the new 2018 International Fire Code for Title II of the City Code of Ordinances regulating Fire & Life Safety Codes for the City of Junction City

Background: Junction City Fire Department (JCFD) is the responsible agency for the Fire and Life Safety services for Junction City. To accomplish this task and provide services to mitigate Fire & Life Safety issues the review and adoption of current Fire & Life Safety Codes are necessary. The standards set by the Insurance Services Office (ISO); that provides insurance rating to industrial, commercial and residential insurance underwriters, are evaluated and set to be no older than 6 years old or two Code Cycles of Review. The current code is now 6 years old and two Code Cycle Reviews have occurred; 2015 and 2018. To maintain the standards and meet the ISO rating requirements the City of Junction City will need to move to a current code. The Fire Prevention and Life Safety responsibility of the JCFD is a vital part of protecting our community and a necessary means to ensure our community is safe and productive for all.

Discussion of Issue: The JCFD request the adoption of the Current 2018 International Fire Code and the NFPA 101 Fire & Life Safety Code to continually improve the safety of the community and maintain the current standards with the State of Kansas and the ISO to maintain the current rating of 3/3x for insurance ratings for the City of Junction City.

Possible Motions: It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Approve application to adopt the new 2018 International Fire Code for Title II of the City Code of Ordinances regulating Fire & Life Safety Codes for the City of Junction City
2. Disapprove application to adopt the new 2018 International Fire Code for Title II of the City Code of Ordinances regulating Fire & Life Safety Codes for the City of Junction City
3. Table the request.

Recommendation: Staff Recommendation; Approval to adopt the new 2018 International Fire Code for Title II of the City Code of Ordinances regulating Fire & Life Safety Codes for the City of Junction City

Enclosures: Ordinance

ORDINANCE NO. G-1235

AN ORDINANCE AMENDING ARTICLE II AND ARTICLE III OF CHAPTER 210 OF THE CODE OF ORDINANCES OF THE CITY OF JUNCTION CITY, INCORPORATING BY REFERENCE THE “INTERNATIONAL CODE COUNCIL; INTERNATIONAL FIRE CODE; 2018 EDITION”. PERTAINING TO THE STANDARDS OF FIRE PREVENTION, AND MAKING CERTAIN CHANGES THERETO; MODIFYING THE REGULATIONS FOR OPEN BURNING; AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

SECTION 1: That Chapter 205; Section 205.010 of the Code of Ordinance, City of Junction, Kansas, is hereby amended to read as follows:

SECTION 205.010: - DEPARTMENT ORGANIZATION

The Fire Department of the City of Junction City, Kansas, shall consist of a Fire Chief and such other officers and Firefighter as the City Manager may, from time to time, deem necessary, all of whom shall be appointed, removed, suspended, or discharged as provided by law.

(CC 1965 §7-201; Ord. No. G-580 §1, 2-28-84)

SECTION 2: That Chapter 205; Section 205.050 of the Code of Ordinance, City of Junction, Kansas, is hereby amended to read as follows:

SECTION 205.050: - FIREFIGHTERS—ATTEND FIRES

All firefighter, under the direction and control of their proper officers, shall, upon alarm of fire, repair to the place of such fire with the engine and other apparatus under their care, and there work and manage the same under the direction of the Chief and his/her assistants, or of the officer having chief control, and shall not remove therefrom except by permission of such officer.

(R.O. 1956; CC 1965 §7-205)

SECTION 2: That Chapter 205; Section 205.060 of the Code of Ordinance, City of Junction, Kansas, is hereby amended to read as follows:

SECTION 205.060: - CHIEF IN COMMAND AT FIRES—OBSTRUCTING FIREFIGHTERS—
PENALTY

The Chief or his representative shall have full power, control, and command over all persons at fires, and shall station the engine and apparatus, and see to it that all persons belonging to the Fire Department do the duties required of them by law and ordinance, and it shall be the duty of the Chief to direct at all fires all such measures as he/she shall deem most advisable for the extinguishment of said fire. In the absence of the Fire Chief the ranking officer present in such Department shall command and be in control at such fire; and any person who shall hinder, obstruct or resist the person so in charge of any fire in the performance of his/her duties, shall be deemed guilty of a misdemeanor and, upon conviction, punished as provided by Section 210.100, as amended.

(CC 1965 §7-206; Ord. No. G-580 §3, 2-28-84)

SECTION 3: That Chapter 205; Section 205.070 of the Code of Ordinance, City of Junction, Kansas, is hereby amended to read as follows:

SECTION 205.070: - DEPARTMENT GOVERNMENT AND DISCIPLINE

The members of the Department shall be governed by Policies, Procedures and Guidelines (PPG's) made by the Chief, subject to the approval of the City Manager. In accordance with such PPG's, the Chief, or the ranking officer present at the station or scene of any fire, shall be responsible for the discipline and discharge of all duties of the firefighter when on duty and the use of all equipment. The Chief shall be responsible for the training of all members of the Department which shall include the use and care of the equipment, the extinguishment and prevention of fire, and the making of fire inspections and the abatement of fire hazards.

(R.O. 1956; CC 1965 §7-207)

SECTION 4: That Chapter 205; Section 205.130 of the Code of Ordinance, City of Junction, Kansas, is hereby amended to read as follows:

SECTION 205.130: - FIREFIGHTER'S RELIEF ASSOCIATION

A. Organization. The Firefighter's Relief Association of the City of Junction City, Kansas, shall be composed of regularly paid members of the Fire Department of the City. The Association shall be organized in all respects as a corporation for the purposes authorized by law and shall be governed in accordance with the constitution and by-laws adopted by the Association for carrying on and promoting the objects of said Association, not inconsistent with this Section and the laws of Kansas. The secretary shall keep a complete record of the transactions of the Association, which shall at all times be subject to inspection by the Commission of the City and the City Manager.

B. Funds—Treasurer. The acquisition, holding, investment and expenditure of funds for the Firefighter's Relief Association shall be governed in accordance with the constitution and by-laws adopted by the Association for carrying on and promoting the objects of said Association, which shall not be inconsistent with the laws of the State of Kansas.

(CC 1965 §§7-401—7-402; Ord. No. G-385 §1, 2-18-75)

SECTION 5: That Chapter 210; Section 210.030 of the Code of Ordinance, City of Junction, Kansas, is hereby amended to read as follows:

SECTION 210.030: - ENFORCEMENT OF CHAPTER—DUTIES OF FIRE CHIEF

The Fire Chief of the City or his/her duly appointed Fire Marshal and Fire & Life Safety Inspectors shall enforce all ordinances pertaining to fire prevention and the removal of fire hazards and the rules and regulations of the State Fire Marshal imposed upon any such officer. He, or the duly authorized Fire Marshal and Fire & Life Safety Inspectors of the City, may establish regular schedules for inspecting all properties and premises in the City, public or private, to seek out or cause the removal of all fire hazards existing in violation of City ordinances or the Laws of Kansas.

(R.O. 1956; CC 1965 §7-312)

SECTION 6: That Chapter 210; Section 210.040 of the Code of Ordinance, City of Junction, Kansas, is hereby amended to read as follows:

SECTION 210.040: - FIRE CHIEF AT PUBLIC GATHERINGS

The Fire Chief or his/her duly appointed Fire Marshal and Fire & Life Safety Inspectors and at his/her discretion may place one (1) or two (2) members of the Fire Department within any theater, moving picture show, dance hall, public hall where scenery, drop curtains, footlights, and stage settings are used during any performance therein, and appoint one (1) or more firefighters to attend any public assemblage if the same be held in a place where the possible outbreak of or spreading of fire warrants the precaution. Any person designated for this duty shall be admitted to all such assemblage or places without charge and the orders and requests of any such duly authorized person tending to reduce the danger from fire and prevent its outbreak, shall be observed by all persons assembled together and by the persons in charge of any such place. (R.O. 1956; CC 1965 §7-315)

SECTION 7: That Chapter 210; Section 210.050 of the Code of Ordinance, City of Junction, Kansas, is hereby amended to read as follows:

SECTION 210.050: - PUBLIC BUILDINGS AND SCHOOLS

The Fire Chief or his/her duly appointed Fire Marshal and Fire & Life Safety Inspectors shall from time to time visit and inspect all public buildings, including all public and private schools of the City, and seek out fire hazards and have the same removed in accordance with the ordinances of the laws of Kansas. The Fire Chief or his/her duly appointed Fire Marshal and Fire & Life Safety Inspectors may cooperate with the principal or any other person in charge of any school in the holding of any fire drill, the keeping of any doors and exits unlocked during school hours and at the time of any public use of said building, and may in addition aid any such school in the teaching of fire prevention and preservation of life from fire. (R.O. 1956; CC 1965 §7-316)

SECTION 8: That Chapter 210, Article II; Section 210.060 of the Code of Ordinance, City of Junction, Kansas, is hereby amended to read as follows:

ARTICLE II. – FIRE & LIFE SAFETY CODE

SECTION 210.060: - ADOPTION OF THE 2018 INTERNATIONAL FIRE CODE

There is hereby incorporated by reference for the purpose of prescribing regulations concerning conditions hazardous to life and property from fire, hazardous material or explosion within the corporate limits of the City of Junction City, Kansas, that the Fire & Life Safety Code also known as the International Code Council's; International Fire Code, 2018 edition including Appendices B, C, D, E, F, G, I and J as being recommended by the International Code Council, 500 New Jersey Avenue, NW 6th Floor, Washington, DC, 20001, save and except such portions as are hereinafter omitted, deleted, modified or changed. No less than one (1) copy of such publication shall be marked or stamped "Official Copy as adopted by Ordinance No. G-1235, and shall be attached to a copy of this ordinance and filed with the City Clerk and open for inspection and available to the public at all reasonable hours. All administrative departments of the City charged with enforcement of the code shall be supplied, at the cost of the City, such number of official copies, similarly marked, as may be deemed expedient.

(CC 1965 §7-317; Ord. No. G-580 §7, 2-28-84; Ord. No. G-767 §1, 4-2-91; Ord. No. G-881 §§1, 3, 12-15-98; Ord. No. 1092 §1, 12-21-10; Ord. No. G-1188 §1, 12-6-16; Ord. No. G-1206 §1, 1-3-17)

SECTION 9: That Chapter 210, Article II; Section 210.070 of the Code of Ordinance, City of Junction, Kansas, is hereby amended to read as follows:

SECTION 210.070: - AMENDMENTS

The International Fire Code, adopted by Section Chapter 210, Article II, is hereby changed, altered, modified and otherwise amended as follows:

1. Section 101.1 of the International Fire Code is hereby changed to read as follows:

Section 101.1 Title. These regulations shall be known as the International Fire Code of the City of Junction City, Kansas, herein after known as "The Fire & Life Safety Code (FLSC)".

2. Section 109 of the International Fire Code is hereby deleted.

3. Section 110.04 of the International Fire Code is hereby changed to read as follows:

Section 109.3 Violation Penalties: Persons who shall violate a provision of the Fire & Life Safety Code (FLSC) or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the FLSC Code Official, or of a permit or certificate used under provisions of the FSC Code, shall be guilty of a misdemeanor, punishable by a maximum fine or not more than \$500.00 or by imprisonment not exceeding six months, or both such fine and imprisonment as outlined in Section 100.090 of Article V. Chapter 100, Title I of the Code of Ordinances. Each day that a violation continues after notice has been serviced shall be deemed a separate offense.

A. Any owner or occupant failing to comply with such order of the FLSC Code Officer within a reasonable period after the Notice of Violation of the said order shall be liable to penalties as hereinafter provided:

- 1) 1st Fire & Life Safety Inspection 30 DAYS TO CORRECT VIOLATIONS NO PENALTY
- 2) 2nd Fire & Life Safety Inspection 30 DAYS TO CORRECT VIOLATIONS NO PENALTY
- 3) 3rd Fire & Life Safety Inspection THE FOLLOWING FEES WILL OCCUR:

REINSPECTION FEE SCHEDULE

OCCUPANCY SIZE IN SQUARE FEET	3RD Fire & Life Safety Inspection	4th Fire & Life Safety Inspection
Less than 3,000 SQRFT	\$30.00	\$45.00
3,001 to 6, 000 SQRFT	\$50.00	\$75.00
6,001 to 12,000 SQRFT	\$70.00	\$95.00
12,000 to 18,000 SQRFT	\$90.00	\$125.00
18,001 to 24,000 SQRFT	\$120.00	\$155.00
24,000 to 100,000 SQRFT	\$200.00	\$240.00
Greater than 100,000 SQRFT	\$400.00	\$475.00

- 1) All Fire & Life Safety Inspections needed of an occupancy after the 4th Fire & Life Safety Inspection will accumulate an additional fee of \$25.00 per day plus the Fee for the 4th Fire & Life Safety Inspection for the occupancy until the Fire & Life Safety Code Violations are

corrected.

- 2) Refusal of the owner or occupant to make corrections after 30 days from the 4th FLSC Inspection will result in Violation Penalties: Persons who shall violate a provision of the Fire & Life Safety Code (FLSC) or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the FLSC Code Official, or of a permit or certificate used under provisions of the FSCL Code, shall be guilty of a misdemeanor, punishable by a maximum fine or not more than \$500.00 or by imprisonment not exceeding six months, or both such fine and imprisonment as outlined in Section 100.090 of Article V. Chapter 100, Title I of the Code of Ordinances. Each day that a violation continues after notice has been serviced shall be deemed a separate offense.

4. Section 112.4 of the International Fire Code is hereby changed to read as follows:

Section 112.4 Failure to comply. Any person who shall continue any work after having been served with a stop order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of a misdemeanor, punishable by a maximum fine or not more than \$500.00 or by imprisonment not exceeding six months, or both such fine and imprisonment as outlined in Section 100.090 of Article V. Chapter 100, Title I of the Code of Ordinances. Each day that a violation continues after notice has been serviced shall be deemed a separate offense.5. Section 307.4, exceptions 1 and 2, of the International Fire Code is hereby deleted.

5. Section 307.4 Exception of the International Fire Code is hereby deleted.

6. Section 307.4.2 of the International Fire Code is hereby changed to read as follows:

Section 307.4.2 Recreational Fires Recreational fires shall not be conducted within 50 feet (15240 mm) of a structure or combustible material. Conditions which could cause a fire to spread within 50 feet (15420 mm) of a structure shall be eliminated prior to ignition.

7. Section 307.4.3 of the International Fire Code is hereby changed to read as follows:

307.4.3 Portable outdoor fireplaces. Portable outdoor fireplaces shall be used in accordance with the manufacturer's instructions and shall not be operated within 50 feet (15240 mm) of

a structure or combustible material.

8. Section 308.1.4 of the International Fire Code is hereby changed to read as follows:

308.1.4 Open-flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings.
2. Where buildings, balconies and decks are protected by an automatic sprinkler system.

9. Section 403.5 of the International Fire Code is hereby changed to read as follows:

Section 403.5 Group E Occupancies and R-2 college and university buildings. Group E occupancies shall comply with the requirements of Sections 403.5 through 403.5.3, Sections 401 through 403.3.4 and Kansas State Fire Marshal Regulation 22-18-2. Group R-2 College and University buildings shall comply with the requirements of Sections 403.10.2.1 through 403.10.2.3 and Sections 401 through 403.3.4.

10. Section 507.2.1 of the International Fire Code is hereby changed to read as follows:

Section 507.2.1 Fire Service Mains. Fire Service mains and appurtenances shall be installed in accordance with NFPA 24 and the City's Standard Construction Specifications. All mains and fire hydrants shall be installed in a dedicated public utility easement, on file with the county register of deeds, and become the property of the City upon satisfactory installation. The City Public Works Department shall be notified of construction activities to insure the opportunity for formal inspection by the City.

11. Section 903.3.1.2.1 of the International Fire Code is hereby changed to read as follows:

Section 903.3.1.2.1 Occupancy Groups R- 1, 2, 3, 4: Balconies and Decks. Sprinkler protection shall be provided for exterior balconies, breezeways of combustible construction, decks and ground floor patios of dwelling units where the building is of Type V construction, provided there is roof or deck above. Sidewall sprinklers that are used to protect such areas shall be permitted to be located such that their deflectors are within 1 inch (25 mm) to 6 inches (152 mm) below the structural members and a

maximum distance of 14 inches (356 mm) below the deck of the exterior balconies, breezeway and decks that are constructed of open wood joist construction.

12. Section 3104.12 of the International Fire Code is hereby changed to read as follows:

Section 3104.12 Portable Fire Extinguishers. Minimum fire extinguisher coverage shall be provided in every tent and temporary membrane structure as required by Section 906 and as follows:

- a. 200 to 500 square feet of floor area: One 2A: 10B:C.
- b. 501 to 1,000 square feet of floor area: Two 2A:10B:C.
- c. Each additional 2,000 square feet of floor area or fraction thereof: One 2A:10B:C.

13. Section 5601.2.4 of the International Fire Code is hereby changed to read as follows:

5601.2.4 SALE, STORAGE OR DISCHARGE OF FIREWORKS

Fireworks: Except as hereinafter provided, it is unlawful for any person or entity to sell, store or discharge fireworks within the city limits of Junction City, Kansas. The term "fireworks" as used in the Code of Ordinances of the City of Junction City shall have the definition set forth in the regulations of the Fire Marshal of the State of Kansas.

A. Sale and Storage. Fireworks may be sold and stored pursuant to rules and regulations established by the Chief of the Junction City Fire Department ("Fire Chief"), and subject to the obtaining the Special Event Permit from the Fire Chief as provided in Chapter 655 of the Code of Ordinances of the City of Junction City, Kansas.

B. Discharge. Discharge of fireworks within the City of Junction City is prohibited at any time, except as follows:

- 1. Fireworks that are legal to be sold within the City of Junction City, Kansas, may be discharged on private property from and including June twenty-seventh (27th) to and including July fifth (5th), during the following times:
 - a. Sunday through Thursday, except July fourth (4th), discharge of permitted fireworks is permitted from 8:00 A.M. to 10:00 P.M. only.
 - b. Friday, Saturday, and on July fourth (4th), discharge of permitted fireworks is permitted from 8:00 A.M. to Midnight only.

EXCEPTIONS:

1. DOES NOT APPLY to, and fireworks may not be discharged, on public streets, parks, other public property, or where expressly prohibited by posted signs.

Fireworks may not be discharged any place within three hundred (300) feet of Heritage Park in any direction during the entire period of time of any City of Junction City approved celebration, at which location and time no fireworks discharge is permitted.

2. Fireworks that are legal to be sold within the City of Junction City may be discharged on public or private property at public events pursuant to a permit approved by the Fire Chief and Chief of Police. The applicant must apply at least twenty (20) days prior to the event. No permit shall be issued unless the applicant furnishes a certificate of public liability insurance for the display in a minimum amount of one million dollars (\$1,000,000). The application shall clearly state:

- a. The name of the applicant.
- b. The public event for which the display is planned.
- c. The location of the display including a diagram or sketch of the grounds on which the exhibition is to be held showing the point at which the fireworks are to be discharge, the location of all buildings, improvements and public streets within two hundred (200) yards of the lines behind which the public will be restrained.
- d. The date and time of the display, including any rain dates
- e. The nature and kind of fireworks to be used.
- f. The name of the person or entity that will make the actual discharge of the fireworks and a copy of their Alcohol, Tobacco, Firearms and Explosives permit for possession of Division 1.3G Fireworks as well as current copies of Public Display Operators licenses issued by the Kansas State Fire Marshall.
- g. The number, size and kinds of fireworks to be discharged, including their National Fire Protection Association (NFPA) designation.

The Fire Chief and/or Chief of Police may impose conditions, requirements or restrictions when public safety or the general welfare of the public is a matter of concern based on the venue, location, date/.time or expected volume of spectators.

- a. Aerial Luminaries Prohibited. It shall be unlawful to sell, ignite, or otherwise use an aerial luminary, commonly known as a sky lantern or a floating lantern, within the City of Junction City. As used in this section, "aerial luminary" refers to airborne paper objects containing a device for fuel that heats air from the inside causing it to rise into the air and remain airborne until extinguished, or any other unmanned free floating device which includes a flame or other heating device to heat air as a lifting mechanism.
- b. Penalties. Any violation of this section shall constitute an unclassified misdemeanor and be punishable by a fine not to exceed five hundred dollars (\$500.00), a jail sentence of up to thirty (30) days in the county jail or any combination of the two (2) as the court may deem appropriate.

Reference: (CC 1965 §7-601; Ord. No. G-118, 11-22-60; Ord. No. G-902 §1, 6-22-00; Ord. No. G-1086, §1, 12-7-10; Ord. No. G-1145, §1, 6-3-14)

14. Section 5601.2.4.2 of the International Fire Code is hereby changed to read as follows:

Section 5601.2.4.2 Fireworks display. The permit holder shall furnish a bond or certificate of insurance in an amount specified in Section 210.230 of the Code of Ordinances for the payment of all potential damages to a person or persons or to the property by reason of the permitted display, and arising from any acts of the permit holder, the agent, employees or subcontractors.

15. Section 5704.2.7.10 of the International Fire Code is hereby changed to read as follows:

Section 5704.2.7.10 Leak reporting. A consistent or accidental loss of liquid, or other indication of a leak from a tank system, shall be reported immediately to the Fire Chief or his/her duly appointed Fire Marshal and Fire & Life Safety Inspectors and other authorities having jurisdiction.

Leaking tanks shall be promptly emptied, repaired and returned to service or removed in accordance with Section 3404.2.13 or 3404.2.14.

16. Section 5704.2.13.1.3 of the International Fire Code is hereby changed to read as follows:

Section 5704.2.13.1.3 Out of service for one year. Underground tanks that have been out of service for a period of one year shall be removed from the ground in accordance with Section 3404.2.14 or tested by an approved method to show that the tank does not leak.

17. Section 5704.2.13.1.4 of the International Fire Code is hereby deleted.

18. Section D107.1 of the International Fire Code shall read as follows:

D107.1 One- or two-family dwelling residential developments. Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with separate and approved fire apparatus access roads and shall meet the requirements of Section D104.3.

Exceptions:

1. Where there are more than 30 dwelling units existing, or proposed to exist, on a single public or private fire apparatus access road and the owners of all building lots, beyond those building lots which are closest to the development entrance and where 30 dwelling units exist or are proposed to exist, have contractually bound said lots by an agreement with the City that all dwelling units constructed, or to be constructed thereon, will be equipped throughout with an approved automatic sprinkler system, access from two directions shall not be required.

(CC 1965 §§7-318—7-318(a); Ord. No. G-767 §§3, 4, 4-2-91; Ord. No. G-881 §§2—3, 12-15-98; Ord. No. 1092, §2, 12-21-10; Ord. No. G-1188 §2, 12-6-16; Ord. No. G-1206 §2, 1-3-17)

SECTION 10: That Chapter 210, Article II; Section 210.080 of the Code of Ordinance, City of Junction, Kansas, is hereby amended to read as follows:

SECTION 210.080: - PENALTY

Section 109.3 Violation Penalties: Persons who shall violate a provision of the Fire & Life Safety Code (FLSC) or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the FLSC Code Official, or of a permit or certificate used under provisions of the FSCL Code, shall be guilty of a misdemeanor, punishable by a maximum fine or not more than \$500.00 or by imprisonment not exceeding six months, or both such fine and imprisonment as outlined in Section 100.090 of Article V. Chapter 100, Title I of the Code of Ordinances. Each day that a violation continues after notice has been serviced shall be deemed a separate offense.

(CC 1965 §7-321; Ord. No. G-767 §5, 4-2-91)

SECTION 11: That Chapter 210, Article III; Section 210.130 of the Code of Ordinance, City of Junction, Kansas, is hereby amended to read as follows:

ARTICLE III. – NFPA 101®, Life Safety Code®,

SECTION 210.130: - NFPA 101®, Life Safety Code®,

This Code shall be known as a supplement to the Fire & Life Safety Code also known as the International Code Council's; International Fire Code, 2018 edition as part of the Fire & Life Safety Code of the City of Junction City, Kansas. This Code adopts NFPA 101®, Life Safety Code®, of the National Fire Protection Association, and its incorporated standards and codes as published in the National Fire Codes of the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269, and listed in Annex A of the NFPA Fire Prevention Code and being particularly the current edition thereof, save and except those portions such as are hereinafter deleted, modified, or amended by this Article. The same are hereby adopted and incorporated as fully as if set out at length herein. Not less than one (1) copy of the adopted issue of NFPA 101, Fire Prevention Code, of the National Fire Protection Association, and the adopted standards and codes of the National Fire Codes shall be filed in the office of the Fire Chief and the provisions thereof shall be controlling within the limits of the City of Junction City, Kansas.

(CC 1965 §7-1001; Ord. No. G-768 §1, 4-2-91; Ord. No. 1092, §6, 12-21-10)

SECTION 12: That Chapter 210, Article III; Section 210.140 of the Code of Ordinance, City of Junction, Kansas, is hereby amended to read as follows:

SECTION 210.140: - ENFORCEMENT AND INSPECTION

The Fire Chief of the Junction City Fire Department shall be responsible for the enforcement of the Fire Prevention Code. The Fire Chief of the Junction City Fire Department may detail the Fire Marshal as a delegated responsibility and/or qualified members of the Fire Department as " Fire & Life Safety Inspectors" as shall from time to time be necessary.

(CC 1965 §7-1003; Ord. No. G-768 §3, 4-2-91)

SECTION 13: That Chapter 210, Article III; Section 210.150 of the Code of Ordinance, City of Junction, Kansas, is hereby amended to read as follows:

SECTION 210.150: - FIRE CHIEF OR HIS/HER DULY APPOINTED FIRE MARSHAL AND FIRE & LIFE SAFETY INSPECTORS

A. It shall be the duty of the Fire Chief or his/her duly appointed Fire Marshal and Fire & Life Safety Inspectors to enforce all laws and ordinances of the City of Junction City, Kansas, covering the following:

1. The prevention of fires;
2. The storage, sale and use of combustible, flammable, or explosive materials;
3. The installation and maintenance of automatic and other fire alarm systems and fire extinguishing equipment;
4. The maintenance and regulation of fire escapes;
5. The means and adequacy of exit in case of fire, from factories, schools, hotels, lodging houses, asylums, hospitals, churches, halls, theaters, amphitheaters, and all other places in which numbers of persons work, live, or congregate, from time to time, for any purpose;
6. The investigation of the cause, origin, and circumstances of fires;
7. The maintenance of fire cause and loss records.

B. They shall have such other powers and perform such other duties as are set forth in other Sections of this Article and as may be conferred and imposed from time to time by law.

(CC 1965 §7-1004; Ord. No. G-768 §4, 4-2-91)

SECTION 14: That Chapter 210, Article III; Section 210.160 of the Code of Ordinance, City of Junction, Kansas, is hereby amended to read as follows:

SECTION 210.160: - INSPECTIONS

The Fire Chief or his/her duly appointed Fire Marshal and Fire & Life Safety Inspectors shall inspect or cause to be inspected all premises on a periodic basis, and shall make such others as may be necessary for the enforcement of the laws and ordinances governing the same and for safeguarding of life and property from fire.

(CC 1965 §7-1005; Ord. No. G-768 §5, 4-2-91)

SECTION 15: That Chapter 210, Article III; Section 210.170 of the Code of Ordinance, City of Junction, Kansas, is hereby amended to read as follows:

SECTION 210.170: - FAILURE TO COMPLY, NOTIFICATION

A. Whenever the Fire Chief or his/her duly appointed Fire Marshal and Fire & Life Safety Inspectors, as defined above, shall find in any building, or upon any premises or other places, combustible or explosive matter or dangerous accumulations of rubbish or unnecessary accumulation of waste paper, boxes, shavings, or any highly flammable materials especially liable to fire, and which is so situated as to endanger property; or shall find obstructions to or on fire escapes, stairs, passageways, doors or windows, liable to interfere with the operations of the Fire Department or egress of occupants in case of fire, the Fire Chief or his/her duly appointed Fire Marshal and Fire & Life Safety Inspectors, shall order the same to be removed or remedied, and such order shall forthwith be complied with by the owner or occupant of such premises or buildings, subject to the appeals procedure provided for in the Fire Prevention Code.

B. Any owner or occupant failing to comply with such order within a reasonable period after the service of the said order shall be liable to penalties as hereinafter provided:

- | | |
|--|--|
| 1) 1 st Fire & Life Safety Inspection | 30 days to correct violations no penalty |
| 2) 2 nd Fire & Life Safety Inspection | 30 days to correct violations no penalty |
| 3) 3 rd Fire & Life Safety Inspection | THE FOLLOWING FEES WILL OCCUR: |

REINSPECTION FEE SCHEDULE

OCCUPANCY SIZE IN SQUARE FEET	3 RD Fire & Life Safety Inspection	4 th Fire & Life Safety Inspection
Less than 3,000 SQRFT	\$30.00	\$45.00
3,001 to 6, 000 SQRFT	\$50.00	\$75.00
6,001 to 12,000 SQRFT	\$70.00	\$95.00
12,000 to 18,000 SQRFT	\$90.00	\$125.00
8,001 to 24,000 SQRFT	\$120.00	\$155.00
24,000 to 100,000 SQRFT	\$200.00	\$240.00
Greater than 100,000 SQRFT	\$400.00	\$475.00

- 1) All Fire & Life Safety Inspections needed of an occupancy after the 4th Fire & Life Safety Inspection will accumulate an additional fee of \$25.00 per day plus the Fee for the 4th Fire & Life Safety Inspection for the occupancy until the Fire & Life Safety Code Violations are corrected.
- 2) Refusal of the owner or occupant to make corrections after 30 days from the 4th Fire & Life Safety Inspection will result in an administrative order from the courts to close the occupancy. The owner or occupant responsible will be subject to **SECTION 210.080: - PENALTY** Persons who shall violate a provision of the Fire & Life Safety Code (FLSC) or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the FLSC Code Official, or of a permit or certificate used under provisions of the FSCL Code, shall be guilty of a misdemeanor, punishable by a maximum fine or not more than \$500.00 or by imprisonment not exceeding six months, or both such fine and imprisonment as outlined in Section 100.090 of Article V. Chapter 100, Title I of the Code of Ordinances. Each day that a violation continues after notice has been serviced shall be deemed a separate offense.
3. The service of any such order may be made upon the occupant of the premises to whom it is directed, either by delivering a copy of same to such occupant by electronic delivery, personally, or leaving it with any person in charge of the premises, by affixing a copy thereof in a conspicuous place on the floor to the entrance of said premises. Whenever it may be necessary to serve such an order upon the owner of premises, such order may be served either by delivering to and leaving with the said person a copy of the said order, or, if such owner is absent from the jurisdiction of the officer making the order, by mailing such copy by certified mail to the owner's last known post office address. (CC 1965 §7-1006; Ord. No. 768 §6, 4-2-91)

SECTION 16: That Chapter 210, Article III; Section 210.190 of the Code of Ordinance, City of Junction, Kansas, is hereby amended to read as follow:

SECTION 210.190: - APPLICATION OF THE CODE

The provisions of the Fire Prevention Code shall apply equally to both public and private commercial property, and it shall apply to all structures and their occupancies, except as otherwise specified.

(CC 1965 §7-1008; Ord. No. G-768 §8, 4-2-91) s:

SECTION 17: That Chapter 210, Article III; Section 210.200 of the Code of Ordinance, City of Junction, Kansas, is hereby amended to read as follow:

SECTION 210.200: - APPENDICES INCLUDED

The following Appendices of NFPA 101®, Life Safety Code®; as referenced in SECTION 210.130: - NFPA 101®, Life Safety Code®, of the National Fire Protection Association, are hereby included as part of the Fire & Life Safety Code of the City of Junction City, Kansas, save and except those portions that are deleted, modified, or amended by this Article. Appendices A, B, C, D, E, F, G, H, I, J, and K are hereby adopted and incorporated as fully as if set out at length herein.

(CC 1965 §7-1009; Ord. No. G-768 §9, 4-2-91)

SECTION 18. This ordinance shall take effect and be in force from and after the 18th day of December, 2018, and its publication in the official City newspaper.

PASSED BY THE GOVERNING BODY THIS 18TH DAY OF DECEMBER, 2018

Mayor, Pat Landes

City Clerk, Tammy Melton

SEAL

Backup material for agenda item:

- j. Consider the request to apply for the 2018 Fire Prevention & Safety (FP&S) Grant.

City of Junction City

City Commission

Agenda Memo

18 December 2018

From: Fire Chief Terry Johnson

To: Board of Commissioners

Subject: **Request for approval for application of the 2018 Fire Prevention & Safety (FP&S) Grant**

Background: Junction City Fire Department (JCFD) is the responsible agency for the Fire and Life Safety services for Junction City. To accomplish this task and bring our program to a fully functional service to mitigate Fire & Life Safety issues the need for highly trained individuals is ever present. The Fire Prevention and Investigation responsibility of the JCFD is a vital part of protecting our community and a necessary means to ensure our community is safe and productive for all.

Discussion of Issue: The JCFD is seeking approval to apply for the 2018 Fire Prevention & Safety (FP&S) Grant. This project will enable our department to train and equip our Fire & Life Safety programs to meet the community's needs in Prevention, Education, Inspection and Fire Investigations.

Cost for Project: estimated at \$44,166.00

2018 AFG Grant: \$44,166.00

City 5%: \$2, 208.30

Budgeted from the Fire Equipment Reserve Fund No Budget Impact

Recommendation: Staff Recommendation; Approval of application of the 2018 Fire Prevention and Safety Grant Program by the JCFD for the amount of \$44,166.00

Possible Motions:

1. Approve application of the 2018 Fire Prevention and Safety Grant Program by the JCFD for the amount of \$44,166.00
2. Disapprove application of the 2018 Fire Prevention and Safety Grant Program by the JCFD for the amount of 44,166.00
3. Table the request.

Enclosures: JCFD Risk Assessment

Fire Department: Junction City Fire Department

Category: Fire Prevention and Safety Grant Program

Risk Assessment:

The Junction City Fire Department is applying for a federal grant under the Fire Prevention and Safety Grant Program to assist us in our current Fire & Life Safety Program. The goals we strive to achieve with our present program are to reduce the loss of life and property from fire to our community. Our informal risk assessment determined that we could achieve these goals by approaching Fire & Life Safety programs from three different directions. The first of these is Fire & Life Safety Education (FLSE), second is Fire & Life Safety Inspections through Code Enforcement, and third is Fire Cause and Investigation of all fires that affect our community.

Our Fire & Life Safety Education (FLSE) focuses on the youth of our community through our school program where we provide FLSE education to the 9,110 school age children or 39% of population in our community. Our prevention program also reaches out to the citizens in our community by providing educational material and safety talks with the various civic groups and organizations. Our FLSE program provides smoke detectors to qualifying households in our jurisdiction.

Fire & Life Safety Inspections are to inspect every business; geriatric care facility, daycare facilities and places of assembly for fire safety hazards. We also provide pre-construction plan reviews for new construction and all remodeling projects that require plans submission. To ensure codes approved by the governing body are met.

Our Fire Investigators determine the cause and origin of fires and are Kansas State Certified Fire Investigators Level I (CFI I). JCFD investigates all fires to determine the cause and origin and when needed to provide the evidence to aid in prosecuting arson fires and by providing the data on the cause of fires giving our department insight we need to address trends and issues with our citizens.

Under the current school program, we visit the 9,110 pre-school through 12th grade students in the Geary County Unified School District 475. Our partnership with the Unified School District 475 has developed a positive collaboration that is providing access to a major target audience in our community. We give a fire prevention and safety class to every kindergarten through 6th grade class in our school district at least once a year, and we concentrate our efforts, with the Safety Trailer, on the 4th and 5th graders in the hope of creating safety orientated adolescents. We also displayed our Safety Trailer, to the general public of all ages, at functions each year.

Projects to be funded:

There are three projects that the Junction City Fire Department is asking to be funded. The first project is funding our current Fire & Life Safety Education (FLSE) Program. The goal for this portion of our FLSE program is to educate our school age children on the importance of Fire & Life Safety. During our presentations at the schools in our community local firefighters show fire safety movies, give talks, and answer questions for the children and teachers. We give fire safety oriented handouts, stickers, coloring books and banners to the children. We borrow our video material from the State Fire Marshall's Office and purchase material from various vendors. We have been using the National Safety Council's "Fire Pup" handout material for the last three years. Our evaluation process to assess the accuracy of this program is to ask for feedback from the school children's teachers, asking for suggestions and ideas on how to improve our presentations.

The funding we are asking for in this first project is to keep the current school curriculum programs going. With past governmental budgeting issues and historical reduction in budget the FLSE programs have been reduced to a limited budget as to what can be donated through the National Safety Council's Public Education Program the is widely known as "Fire Pup" Education materials. This program has over time produced funding for

materials and supplies for a limited program. The collective donations have been declining and this has created funding issues for the JCFD.

FLSE Part 1:

JCFD is in need of qualified training to meet the NFPA 1035 Standard on Fire and Life Safety Educator, Public Information Officer, Youth Firesetter Intervention Specialist and Youth Firesetter Program Manager Professional Qualifications

Fire & Life Safety Educators

FLSE Level I Course X 4 each at a cost of \$8000.00 this includes all logistical expenses for attending the course (Except Meals).

National Safe Kids Collation Child Safety Seat Technician X 4 each for a cost of \$5,000.00 this includes all logistical expenses for attending the course. (Except Meals).

Community Promotion Materials from commercial venders, National Safety Council, NFPA and other resources. This material will consist of items that provide positive FLSE messages and information. The material will need to be in quantities that will provide the maximum distribution to the public at the most efficient means.

The materials will include brochures, handouts, school supplies (Pencils, Pens, rulers, ETC,) and give away materials to assist in opening the opportunity to discuss any needs the community would have in regards to FLSE.

Materials:

Brochures MISC: 500 per pack @ 20 subjects / \$150 per pack		\$3000.00
Fire hats For Children	2500 @ .69 each	\$1725.00
Kindergarten FLSE packets	500 each @ \$1.54	\$770.00
Grades 1-3	500 each @ \$1.54	\$770.00
FLSE DVD Presentations	1 set	\$350.00
Grade 4-5 Escape Plan	500 each @ \$1.00	\$500.00
Fire Service Stickers	5,000 each @ .10	\$500.00
Activity Books	500 each	\$225.00
NFA FLSE Brochures	Multiple PDF Printable materials	\$3000.00
Bulk FLSE Subject Pamphlets	1 Set	\$350.00
Giveaways:		
Jar Top Remover	500 each	\$425.00
Oven sticks	500 each	\$250.00
Total		\$11,845.00

The Junction City Fire Department, through the Federal Grant funding process has been able to add a new aspect to our Fire & Life Safety programs; this is the second project we wish to fund. The goal of this Fire & Life Safety Program is to provide early warning devices in the event of fire for our at-risk population. Last year we purchased and installed 300 smoke detectors with ten-year Lithium batteries into 67 homes in our community, and are tracking the function and maintenance of these smoke detectors. The selection criteria to receive these free and installed smoke detectors is: homes with children under 14 years of

age, or homes with elderly people, ages 65 or over. Our evaluation process is: our firefighters follow up on the installation of the smoke detectors by contacting the residents twice a year. On our follow-up contacts we ensure that the smoke detectors have been tested, and that the batteries have been changed if needed, we also ask if any fire occurrences have happened in the home, or been prevented due to the smoke detectors.

We have called upon the civic groups in our community to supply us with a potential recipient list. We have formed a partnership with our local radio station KJCK, and they have agreed to provide us with free advertising for our Fire Prevention program, specifically our smoke detector project. Our firefighters are willing to install and track these smoke detectors on duty, so there is no cost in labor. This project had such a positive influence on our community that we would like to continue this program for another year. We had such an interest from the citizens of our community that we still have 15 families on our list, even though we are currently out of smoke detectors.

Smoke alarms to be purchased to continue availability for needed residences. 500 Residential Smoke alarms will be the current 10 year battery life alarms.

500 X 15.00 = \$7500.00

FLSE Part 2

The FLSE part 2 will fund is the State of Kansas Certified Fire Investigator I qualification training and testing. The goals of this aspect of our FLSE Program are to maintain State Certified Fire Investigators and for our Fire Investigators to keep their qualifications with the Kansas Office of the State Fire Marshal and maintain membership in the International Association of Arson Investigators. We currently have four State Certified Fire Investigators in the Junction City Fire Department.

Our Fire Investigators determine the cause and origin of fires and are Kansas State Certified Fire Investigators Level I (CFI I). JCFD investigates all fires to determine the cause and origin and when needed to provide the evidence to aid in prosecuting arson fires and by providing the data on the cause of fires giving our department insight we need to address trends and issues with our citizens.

To continue to provide the Fire Investigation services certified they must attend continuing education for recertification each year. A membership fee to the International Association of Arson Investigators and the cost of attending the continuing education seminar that is a three-day class. The overtime wages to fill in the shift vacancies while the investigators attend the seminars and travel expenses for the investigators. This annual continuing education provides current information and changes in processes and standards for Fire Investigators.

Initial and Annual Continuing Education

- | | | | |
|------|--|-------------|--------------|
| i. | Fire Investigator Continuing Education | 8 personnel | \$ 16,000.00 |
| ii. | 4 personnel to acquire CFI I | 2019-2020 | \$ 8,000.00 |
| iii. | Continuing education for company level personnel | | |
| a. | 3 shifts 48 Personnel | | \$ 5,000.00 |

FLSE Part 3

JCFD has a goal of reinstating the Inspection program starting in 2019. In our current data base we have 1782 occupancies listed and 1392 occupancies that have not received an inspection in over 1 year. Junction City is adopting the 2018 IFC codes for the start of 2019.

To help with bring Fire & Life Safety Inspections current and to standards, we will offer overtime to personnel to assist in conducting needed inspections.

Estimated \$25 hour for 8 hours a week for 52 weeks totaling \$10,400.00

We need to buy updated tools for inspections.

Tablet and inspection tools approximately \$2800.00

New tools for hydrant testing for approximately \$8000.00

c. Education and training expenses

i. \$5,000.00 initial education of personnel

ii. \$5,000.00 continuing education for current Fire Inspectors

iii. \$8,000.00 Company level training on pre plan system to provide continuing education program materials and courses to maintain the program.

Background:

Geary County, which encompasses Fort Riley, Grandview Plaza, Milford, and Junction City, is located 125 miles west of Kansas City. The Geary County Unified School District 475 serves all the children/ youth in the area for a total of 6,670 kindergarten through 12th grade students. Of all of the school children in our community 5,170 are 14 years of age or younger. Of the 6,670 students, 50 % are military dependents and 44% are new to the district every year. The free and reduced lunch numbers (60%) are 164% higher than the state average. The school district is also one of the most diverse in Kansas with a 45% minority enrollment compared to the 11.6% average for the state of Kansas. We have a wide range of students from all over the country and world, mostly lower income that we have the opportunity to teach Fire Prevention and Safety each and every year.

Junction City is a small community that has the possibility of economic expansion with the influx of several new small industries, a new convention center, and outdoor recreation centered near the largest freshwater lake in the state of Kansas, Milford Lake. The population is quite transient due to the military reservation within three miles of its border. Young soldiers and their families relocate here rotating in and out of the community every year or so. A large military retirement contingent lives in the area.

The Junction City Fire Department is a full time paid fire department consisting of 45 line firefighters and 1 fire chief, of which all are EMT Certified, with 5 Paramedics. The Junction City Fire Department provides fire protection to the 18,063 citizens of Junction City. The Junction City Fire Department also provides Advanced Life Support, Emergency Medical Services and Rescue Truck Operations to the 26,799 citizens of Geary County. Geary County is 385 square miles and consists of 108 miles of major highway, which is made up of 26 miles of US-77, 15 miles of US-177, 25 miles of K-57, 7 miles of K-18, 4 miles of K-157, and 27 miles of Interstate 70. We also have 8 miles of railroad with 10 highway or street crossings.

Geary County has two smaller municipalities; Milford and Grandview Plaza that are provided with Ambulance and Rescue from Junction City Fire and mutual aid agreements for fire suppression at their request. The Junction City Fire Department also has Mutual aid agreements with all of its surrounding counties for Medical assistance as well. These counties include Clay County, Dickinson County, Morris County, Riley County, and Fort Riley. Junction City Fire has the only full-time fully staffed heavy rescue truck within the area, which allows these surrounding counties to utilize mutual aid for victim extrication. The Junction City Fire Department also has mutual aid for Firefighting with the Fort Riley Fire Department, which protects a population of 10,500 soldiers, 12,000 family members, 4,000 civilian employees and approximately 3,600 Reservists. Junction City Fire also has a mutual aid fire protection agreement with the city of Abilene Kansas, which protects a

population of 6,700. The Junction City Fire Department also provides mutual aid fire protection for the city of Grandview Plaza a city with a population of 1,187 and Milford a city with a population of 502. These last two cities are within the borders of Geary County. The Geary County Rural Fire Department also has a mutual aid Fire agreement with the Junction City Fire Department.

The Junction City Fire Department responded to 2611 calls in 2004. The call volume breaks down into 1870 EMS calls and 741 fire responses. Out of the 1870 EMS calls 372 were motor vehicle accidents, which called for a dual response of an ambulance and our rescue truck. We recorded 2 fire related deaths and 4 fire related injuries to the citizens we protect in 2004. Line firefighters sustained 6 injuries working on EMS or fire scenes during 2004.

Financial Need:

The Junction City Fire Department is dealing with past financial crisis that stressed the budget limitations of the City of Junction City. We are finding the request for our services is increasing; yet our budget has not been able to expand to offset the additional costs of these additional duties. We need to provide the same quality of fire suppression, rescue operations and EMS services to our citizens. The Junction City Fire Department is funded by the City of Junction City. Through a cost sharing agreement Geary County also provides two-thirds of our EMS budget.

The population of Junction City in the 2010 census the population of the City of Junction City, Kansas was 23,353 and the population of Geary County, Kansas was 11,009 for a total of 34,362 in population. The 2010 census numbers are the most current numbers the County Clerk has received from the State census office. To compound the financial problems in our community, Geary County has the fifth highest taxes of the 105 counties in the state of Kansas and the fourth highest unemployment rate. Due to the lean times over the past ten years we have lost three firefighter positions through attrition and had to drop our minimum manning to fourteen. Although these statistics look bad for the City of Junction City, Junction City has a vision for the future.

Closing Statement:

Junction City Fire Department feels we need the Federal Grant assistance to properly reach our goals in Fire & Life Safety Education and Prevention. Without the Federal Grant funding to assist us in our FLSE Program the Junction City Fire Department will not be able to provide the level of service that we feel is necessary for our community. We will have to resort back to a minimum number of handouts and stickers from the 'Fire Pup' curriculum for the school age children, and view the same Fire Safety movies that we have shown to the children in the past. We would continue to search for means to purchase and install smoke detectors into. Fire Investigation seminars and recertification classes, would be limited to only current personnel and tools to maintain a continuing education program will be severely limited. The FLSE inspection Program will be limited to what our Fire marshal can achieve as the tasking of that office grows and the responsibility to maintain increases. These challenges can be relieved with the assistance of the FP&S grant and it will positively impact our community and add to the ability to develop a safety community for everyone.

Backup material for agenda item:

- k. Consider the request to apply for the 2019 Kansas Revolving and Assistance (KRAFT) Grant.

City of Junction City

City Commission

Agenda Memo

18 December 2018

From: Fire Chief Terry Johnson
To: Board of Commissioners
Subject: **Request For Approval To Apply For The 2019 Kansas Revolving And Assistance (KRAFT) Grant**

Background: Junction City Fire Department (JCFD) is the responsible agency for the Emergency Medical Service for the City of Junction City and Geary County. Having this responsibility it is imperative that the JCFD works to keep our equipment up to standard and ready for service. Through applications to Grants and other philanthropy programs we work to reduce the expense on the JCFD budget.

The Kansas Revolving and Assistance Fund (KRAF) was established by the passage of 2007 Senate Bill 8 by the Kansas Legislature and is funded through fines, penalties and forfeitures from court costs associated with the passage of this bill. The 2010 Legislature passed Senate Substitute for HB 2226, which increased fines assessed on traffic infractions, with KBEMS to receive 2.28 percent of this amount. The KRAF Grant Program is for Kansas Non-profit Licensed EMS Services to provide financial assistance based on demonstrated financial need. Funding is also recommended on the documented need of the specific item being requested. The primary goal of this program is to financially assist Non-profit Licensed EMS Services to purchase EMS equipment and assist in education and training of Kansas certified attendants.

Eligibility

Applicant **must** be a Kansas Non-profit Licensed EMS service in good standing (determined by KBEMS) and currently submitting data in KEMSIS or actively working toward submission.

Priorities for Funding

Patient Care Equipment

Patient Handling

Priority for funding may consider funding matches, but will be reviewed on a case-by-case basis.

Discussion of Issue: The JCFD request to Apply For The 2019 Kansas Revolving And Assistance (KRAFT) Grant with the Kansas Board of EMS. JCFD is requesting to apply for the purchase of 2 each Ventilation machines to improve Patient Care.

KRAFT GRANT	\$19,810.99
City Chare 25%	\$7,327.31 From EMS Budgeted Funds in 2019
Grant total	\$27,138.20

Possible Motions: It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Approve To Apply For The 2019 Kansas Revolving And Assistance (KRAFT) Grant for a total of \$27,138.20
2. Disapprove To Apply For The 2019 Kansas Revolving And Assistance (KRAFT) Grant for a total of \$27,138.20
3. Table the request.

Recommendation: Approval To Apply For The 2019 Kansas Revolving And Assistance (KRAFT) Grant in the amount of \$27,138.20

Enclosures: Brochure for Ventilator and Page 3 of KRAFT Grant Funding cost

Z Vent™

ZOLL®



VENTILATION SIMPLIFIED™

Ready for the Streets

Full Patient Range

For patients from infant
(> 5 kg BW) through adult

Light, Rugged,

All-weather Device

Under 10 pounds (4.4 kg)
yet rugged

Smart Help™ Feature

Guides operator through
on-screen prompts, when
responding to alarms

Intuitive Design

User-friendly, straight-
forward interface

Unprecedented

Battery Runtime

No additional battery backup
needed with a 10-hour battery
run-time. Battery recharges to
90% in 2 hours.

AWR Certified

Airworthiness Release certified
for use aboard U.S. Air Force
and U.S. Army aircraft – both
fixed-wing and rotor – during
all phases of flight

MRI Conditional*

Specially designed to meet the
challenging requirements for
patients who require magnetic
resonance imaging (MRI)

Z Vent Specifications

Clinical Specifications

Operating Modes: AC, SIMV*, CPAP
and BL

Breath Target: Volume and pressure

Special Functions: Plateau
Pressure*, Manual Breath,
Apnea Back Up, Oxygen in
Use, Inverse Ratio*

Flow Rate: 0 to 100 LPM @40 H₂O

Breath Rate: 0 to 80 BPM

Tidal Volume: 50 to 2000 ml ATPD
+/- 10% of setting

Inspiratory Time: 0.3 to 5.0 seconds

I:E Ratio: 1:99 to 4.0:1.0

FiO₂: 21 to 100% +/- 3% of full scale
+/- 10% of setting

PEEP: 0 to 30 cm H₂O

Peak Inspiratory Pressure (PIP):
10 to 80 cm H₂O

Trigger Sensitivity: -0.5 to -6.0 cm
H₂O

Oxygen Input Pressure: 55 psig
(-25%; +20%) (380 kPa)

Safety Specifications

Airway Pressure High Limit: 20 to
100 cm H₂O values

Airway Pressure Low Limit: Off, 3
to 35 cm H₂O

BPM High Alarm Limit: Off, 2 to 99

BPM Low Alarm Limit: 2 to 40

LED Status/Alarm Indicator: Red,
yellow, and green LCD/LED adjustable

Environmental

Operating Voltages: 100 to 240 VAC
(50/60 Hz) or 12.5 to 28.0 VDC

Operating Time: Internal battery 10
hours

Temperature Ranges:

Operating: -25° to 49°C (-13
to 120°F) with battery charging,
battery discharge and AC power
operation

Battery Charging: 0° to 45°C (32°
to 113°F)

Long-term Storage: -46° to 71°C
(-50.8° to 159°F) Optimal storage
conditions

Ambulance:

- DIN-EN 1789

Airworthiness

- RTCA-DO-X (pending)

Altitude Compensation: -2,000 to
25,000 ft. (-610 to 7,620 meters)

**Temperature and Humidity
Testing:** MIL STD 810F

Ingress Testing: MIL STD 810 F

Shock and Vibration Testing:
MIL STD 810F

Altitude Testing: MIL STD 810F

EMC Testing: MIL STD 461F

General

Size: 8.0" wide x 12.5" high x 4.5"
deep (20.3 cm wide x 31.8 cm

Weight: 9.7 lbs (4.4 kg)

*optional



ZOLL Medical Corporation
Worldwide Headquarters
269 Mill Road
Chelmsford, MA 01824
978-421-9655
800-804-4356

Revolving and Assistance Fund Request Page

NOTE: You will have a chance to add additional item requests after you finish up the rest of the application and click submit

Each line item must indicate state funds requested and agency match. Refer to instructions on individual initiatives.					
General	Funding Level	☒ Add ☐ Replace	Quantity Requested:	Item Requested:	Total Purchase Price
Item Code	State: 75%		2		\$ 27,138.20
Other (specify):	Local: 25%		Current Inventory: 0		
100%					
Description (Description should include any accessories requested, identified individually with cost The Z Vent™ is easy to use, portable, durable, and rugged. Designed to be lightweight and energy-efficient, Z					
Justification: (For primary item requested and accessories) Currently use the autovent 3000. Looking to upgrade their services capabilities, and provide high level of care for our patients. Currently our vent only does limited tidal volume changes, and limited rate changes. The new ventilator allows increased control on rate, volume, and pressure. Allowing both CPAP, and BiPAP. The ventilator offers four operating modes that you can select to optimally manage the patient (each mode can use either pressure or volume targeting): 1. AC (Assist/Control) -- The patient receives either controlled or assisted breaths. When the patient triggers an assisted breath, they receive a breath based on either the volume or pressure target. 2. SIMV (Synchronized Intermittent Mandatory Ventilation)-- The patient receives controlled breaths based on the set breathing rate. Spontaneous breaths are either unsupported demand flow or supported using Pressure Support. (This mode is not available in the AEV® device.) 3. CPAP (Continuous Positive Airway Pressure) -- The patient receives constant positive airway pressure while breathing spontaneously. Spontaneous breaths are either demand flow or supported using Pressure Support. 4. BL (bilevel) -- the ventilator provides two pressure settings to assist patients breathing spontaneously: a higher inhalation pressure (IPAP) and a lower exhalation pressure (EPAP) Z Vent @ \$13,195 * 2 Vehicle Mounting Bracket \$58.10 * 2 Ventilator Carrier \$316.00 * 2					

Where will this equipment be placed? If not on first out, explain:

The first out med unit at each station.

Item Codes

- | | |
|-------------------------------|-------------------------------------|
| 1. EKG Monitor/Defibrillator | 5. Computer Equipment |
| 2. ALS Equipment | 6. Public Information Programs or P |
| 3. BLS Equipment | 7. Patient Handling |
| 4. ALS/BLS Training Equipment | 8. Other (Please specify) |

Backup material for agenda item:

- I. Report of Emergency Purchase of Fire Station 2 Emergency Generator.

City of Junction City

City Commission

Agenda Memo

12-14-2018

From: Allen J. Dinkel, City Manager

To: Governing Body

**Subject: Report of Emergency Purchase of Fire Station 2
Emergency Generator**

Objective: Meet requirements of the City Fiscal Policy

Explanation of Issue: Last week it was discovered the Emergency at Fire Station was overheating as the unit's radiator is leaking fluid steadily which can cause the unit to overheat and shut down. The current unit was installed in 1998. After discussions with Chief Johnson we decided the best solution was to purchase a new generator. The present unit can be operated but someone would have to be by the generator continually to monitor fluids.

Chief Johnson reach out and received two quotes as well as made contact with a third vendor. We decided that the proposal from Dave's Electric at a price of \$28,400. This price does not include installation which will be done by him.

We felt this was an item we needed to act on as quickly as possible. Dave is also able to get the generator quickly and we are hoping for installation within two weeks.

Due to the importance of this generator I felt it met the requirements of an emergency purchase in the Fiscal Policy. Below is that section of the Policy.

3.17 Emergency Purchase Definition

A. Definition: An *emergency purchase* is a purchase made when a lack of which would threaten 1) The functioning of City government, 2) the preservation or protection of property, machinery, or equipment, and/or 3) the health or safety of any person.

B. Authority: In case of an emergency as defined above, the City Manager may waive all provisions for competitive bidding. In such instances, the City Manager may delegate this authority to the appropriate Department Head. Emergency needs shall be purchased by informal open market procedure, as expeditiously as possible, at not more than commercial prices. When expenditures are \$10,000 or more, a full report of the circumstances necessitating the emergency action shall be presented to the City Commission at their next scheduled meeting.

C. Procedure: Emergency purchase procedures outlined in accounting procedures manual.

We will present the details of the purchase.



CITY OF JUNCTION CITY, KANSAS FIRE DEPARTMENT



REQUEST FOR PROPOSAL

6 December 2018

The City of Junction City Fire Department (JCFD) is requesting proposals for the replacement of an Emergency Power Generator. We are searching for available 2017/2018 units for immediate service.

JCFD will be purchasing 1 unit **IMMEDIATELY**. Options for purchasing time line are in discussion with the Governing Body.

Please submit Bids and Specifications of proposed units to

Chief Terry Johnson
700 North Jefferson ST
Junction City KS 66441

Email: terry.johnson@jcks.com

KW: 150

K.V.A: 168.7

PHASE: 3 Phase

Volts: 120/240

APMS: 405.9

Hertz: 60

RPM: 1800

Power Factor: 0.8

DAVE'S ELECTRIC INC.

12/7/18

909 S Washington
Junction City, Ks. 66441
PH: 785-210-1404
Email - davesjcks@outlook.com

To: City of Junction City
Re: JCFD Station #2 replacement generator
Quote Ref # 2018075

Please find attached our quote for the following Generator

1. Furnish a new Generac QT15068GNAC 150 KW 120/208 Standby generator to replace the existing 20 year old 135 KW generator at Station #2.
2. The existing transfer switch shall be used.
3. Shipping costs is included in this quote.
4. Installation of the new generator is not included in this quote.
5. Sales tax is not included in this quote.
6. All quote prices are good for 10 days from the quote date.

QUOTE PRICE \$28,400

Sincerely



Michael D. Stover

Standby Generators

GENERAC®

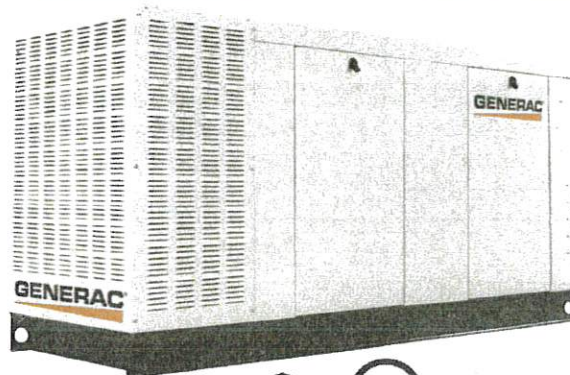
Standby Generators Liquid-Cooled Gaseous Engine

INCLUDES:

- Two Line LCD Tri-Lingual Digital Nexus™ Controller
- Isochronous Electronic Governor
- Sound Attenuated Enclosure
- Closed Coolant Recovery System
- Smart Battery Charger
- UV/Ozone Resistant Hoses
- $\pm 1\%$ Voltage Regulation
- Natural Gas or LP Operation
- 2 Year Limited Warranty
- UL 2200 Listed

Standby Power Rating

Model QT070 (Aluminum - Bisque) - 70 kW 60 Hz
 Model QT080 (Aluminum - Bisque) - 80 kW 60 Hz
 Model QT100 (Aluminum - Bisque) - 100 kW 60 Hz
 Model QT130 (Aluminum - Bisque) - 130 kW 60 Hz
 Model QT150 (Aluminum - Bisque) - 150 kW 60 Hz



QUIET-TEST™

Meets EPA Emission Regulations
 70, 100, 130 & 150 kW meet CA/MA emissions requirement with optional catalyst
 80 kW not for sale in CA/MA

FEATURES

- **INNOVATIVE DESIGN & PROTOTYPE TESTING** are key components of GENERAC'S success in "IMPROVING POWER BY DESIGN." But it doesn't stop there. Total commitment to component testing, reliability testing, environmental testing, destruction and life testing, plus testing to applicable CSA, NEMA, EGSA, and other standards, allows you to choose GENERAC POWER SYSTEMS with the confidence that these systems will provide superior performance.
- **TEST CRITERIA:**
 - ✓ PROTOTYPE TESTED
 - ✓ SYSTEM TORSIONAL TESTED
 - ✓ NEMA MG1-22 EVALUATION
 - ✓ MOTOR STARTING ABILITY
- **SOLID-STATE, FREQUENCY COMPENSATED VOLTAGE REGULATION.** This state-of-the-art power maximizing regulation system is standard on all Generac models. It provides optimized FAST RESPONSE to changing load conditions and MAXIMUM MOTOR STARTING CAPABILITY by electronically torque-matching the surge loads to the engine. Digital voltage regulation at $\pm 1\%$.
- **SINGLE SOURCE SERVICE RESPONSE** from Generac's extensive dealer network provides parts and service know-how for the entire unit, from the engine to the smallest electronic component.
- **GENERAC TRANSFER SWITCHES.** Long life and reliability are synonymous with GENERAC POWER SYSTEMS. One reason for this confidence is that the GENERAC product line includes its own transfer systems and controls for total system compatibility.

GENERAC®



70 • 80 • 100 • 130 • 150 kW

GENERAC

application & engineering data

GENERATOR SPECIFICATIONS

Type	Synchronous
Rotor Insulation Class	H
Stator Insulation Class	H
Telephone Interference Factor (TIF)	<50
Alternator Output Leads 1-Phase	4 wire
Alternator Output Leads 3-Phase	6 wire (70, 80 & 150 kW) or 12 wire (100 & 130 kW)
Bearings	Sealed Ball
Coupling	Flexible Disc (70, 80 & 150 kW) or Gear Drive (100 & 130 kW)
Excitation System	Brushless

VOLTAGE REGULATION

Type	Electronic
Sensing	Single Phase
Regulation	± 1%

GOVERNOR SPECIFICATIONS

Type	Electronic
Frequency Regulation	Isochronous
Steady State Regulation	± 0.25%

ELECTRICAL SYSTEM

Battery Charge Alternator	12 Volt 30 Amp
Static Battery Charger	2 Amp
Recommended Battery (battery not included)	Group 24F, 525 CCA (70, 80 & 150 kW) or Group 27F, 700 CCA (100 & 130 kW)
System Voltage	12 Volts

GENERATOR FEATURES

Revolving field heavy duty generator
Directly connected to the engine
Operating temperature rise 120 °C above a 40 °C ambient
Class H insulation is NEMA rated
All models fully prototyped tested

ENCLOSURE FEATURES

Aluminum weather protective enclosure	Ensures protection against mother nature. Electrostatically applied textured epoxy paint for added durability.
Enclosed critical grade muffler	Quiet, critical grade muffler is mounted inside the unit to prevent injuries.
Small, compact, attractive	Makes for an easy, eye appealing installation.
SAE	Sound attenuated enclosure ensures quiet operation.

ENGINE SPECIFICATIONS: 80 kW

Make	Generac
Model	V-Type
Cylinders	8
Displacement (Liters)	5.4
Bore (in/mm)	3.55/90.2
Stroke (in/mm)	4.17/105.9
Compression Ratio	9:1
Intake Air System	Naturally Aspirated
Lifter Type	Hydraulic

ENGINE SPECIFICATIONS: 70, 100, 130 & 150 kW

Make	Generac
Model	V-Type
Cylinders	10
Displacement (Liters)	6.8
Bore (in/mm)	3.55/90.2
Stroke (in/mm)	4.17/105.9
Compression Ratio	9:1
Intake Air System	Naturally Aspirated
Lifter Type	Hydraulic

ENGINE LUBRICATION SYSTEM

Oil Pump Type	Gear
Oil Filter Type	Full flow spin-on cartridge
Crankcase Capacity (qt/l)	5/4.7 (70, 100, 130 & 150 kW) or 6/5.7 (80 kW)

ENGINE COOLING SYSTEM

Type	Closed
Water Pump	Belt driven
Fan Speed (rpm)	2300 - 70 kW 2174 - 80 kW 1670 - 100 kW 1950 - 130 kW 2200 - 150 kW
Fan Diameter (in/mm)	22/558.8 (70 kW) or 26/660.4 (80, 100, 130 & 150 kW)
Fan Mode	Pusher (70 kW) or Puller (80, 100, 130 & 150 kW)

FUEL SYSTEM

Fuel Type	Natural gas, propane vapor
Carburetor	Down Draft
Secondary Fuel Regulator	Standard
Fuel Shut Off Solenoid	Standard
Operating Fuel Pressure	11-14" water column/21-26 mm HG

(All ratings in accordance with BS5514, ISO3046, ISO8528, SAE J1349 and DIN6271)

70 • 80 • 100 • 130 • 150 kW

operating data

GENERATOR OUTPUT VOLTAGE/kW - 60 Hz

		kW LPG	Amp LPG	kW Nat. Gas	Amp Nat. Gas	CB Size (Both)
QT070	120/240 V, 1Ø, 1.0 pf	67	292	64	267	300
	120/208 V, 3Ø, 0.8 pf	70	243	67	232	300
	120/240 V, 3Ø, 0.8 pf	70	211	67	201	250
	277/480 V, 3Ø, 0.8 pf	70	105	67	101	125
QT080	120/240 V, 1Ø, 1.0 pf	77	333	77	333	400
	120/208 V, 3Ø, 0.8 pf	80	278	80	278	300
	120/240 V, 3Ø, 0.8 pf	80	241	80	240	300
	277/480 V, 3Ø, 0.8 pf	80	120	80	120	150
QT100	120/240 V, 1Ø, 1.0 pf	100	417	89	371	450
	120/208 V, 3Ø, 0.8 pf	100	347	94	326	400
	120/240 V, 3Ø, 0.8 pf	100	301	94	283	350
	277/480 V, 3Ø, 0.8 pf	100	150	94	141	175
QT130	120/240 V, 1Ø, 1.0 pf	130	542	117	488	600
	120/208 V, 3Ø, 0.8 pf	130	451	122	423	500
	120/240 V, 3Ø, 0.8 pf	130	391	122	367	450
	277/480 V, 3Ø, 0.8 pf	130	195	122	183	225
QT150	120/240 V, 1Ø, 1.0 pf	144	625	136	567	700
	120/208 V, 3Ø, 0.8 pf	150	520	142	493	600
	120/240 V, 3Ø, 0.8 pf	150	451	142	427	500
	277/480 V, 3Ø, 0.8 pf	150	225	142	214	250

SURGE CAPACITY IN AMPS

		Voltage Dip @ < .4 pf	
		15%	30%
QT070	120/240 V, 1Ø	129	356
	120/208 V, 3Ø	194	471
	120/240 V, 3Ø	168	408
	277/480 V, 3Ø	83	201
QT080	120/240 V, 1Ø	174	435
	120/208 V, 3Ø	186	466
	120/240 V, 3Ø	161	404
	277/480 V, 3Ø	70	175
QT100	120/240 V, 1Ø	150	413
	120/208 V, 3Ø	186	452
	120/240 V, 3Ø	161	392
	277/480 V, 3Ø	107	261
QT130	120/240 V, 1Ø	236	648
	120/208 V, 3Ø	364	885
	120/240 V, 3Ø	315	767
	277/480 V, 3Ø	161	390
QT150	120/240 V, 1Ø	486	1214
	120/208 V, 3Ø	534	1334
	120/240 V, 3Ø	463	1156
	277/480 V, 3Ø	250	624

ENGINE FUEL CONSUMPTION

		Natural Gas		Propane		
		(ft³/hr)	(m³/hr)	(gal/hr)	(l/hr)	(ft³/hr)
QT070	Exercise cycle	110	3.1	1.2	4.6	44
	25% of rated load	260	7.4	2.85	10.8	104
	50% of rated load	500	14.2	5.46	20.8	200
	75% of rated load	696	19.8	7.62	29.1	280
	100% of rated load	1020	29	11.17	42.6	411
QT080	Exercise cycle	95	2.7	1.4	5.51	53
	25% of rated load	549.5	15.6	3.46	13.11	126
	50% of rated load	784.4	22.2	6.62	25.1	241
	75% of rated load	1024.8	29.0	9.24	34.96	336
	100% of rated load	1252.2	35.5	12.78	48.38	465
QT100	Exercise cycle	130	3.7	1.4	5.4	52
	25% of rated load	371	10.5	4.1	15.5	149
	50% of rated load	713	20.3	7.9	29.8	287
	75% of rated load	991	28.2	11	41.5	400
	100% of rated load	1260	35.8	13.9	52.6	507
QT130	Exercise cycle	135	3.8	1.4	5.7	55
	25% of rated load	482	13.7	5.3	20	193
	50% of rated load	927	26.3	10.3	38.7	373
	75% of rated load	1292	36.7	14.3	54	520
	100% of rated load	1786	50.8	19.8	74.6	719
QT150	Exercise cycle	155	4.4	1.7	6.5	63
	25% of rated load	556	15.8	6.09	23.2	224
	50% of rated load	1070	30.4	11.72	44.7	431
	75% of rated load	1491	42.4	16.33	62.3	600
	100% of rated load	2061	58.6	22.57	86.1	830

Note: Fuel pipe must be sized for full load.

For Btu content, multiply gal/hr x 90950 (LP) or ft³/hr x 1000 (NG).

For megajoule content, multiply l/hr x 25.35 (LP) or m³/hr x 37.26 (NG).

Refer to "Emissions Data Sheets" for maximum fuel flow for EPA and SCAQMD permitting purposes.

STANDBY RATING: Standby ratings apply to installations served by a reliable utility source. The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. Ratings are in accordance with ISO-3046-1. Design and specifications are subject to change without notice.

70 • 80 • 100 • 130 • 150 kW**operating data****ENGINE COOLING**

	70 kW	80 kW	100 kW	130 kW	150 kW
Air flow (inlet air including alternator and combustion air in ft ³ /min)	5200/147.2	5300/150.1	5500/155.7	6450/182.6	7800/220.9
System coolant capacity (gal/liters)	4.5/17	4/15.1	4.5/17	4.5/17	4.5/17
Heat rejection to coolant (BTU/hr)	287,000/302.8	316,000/333.4	342,000/360.8	496,000/523.3	568,000/599.3
Maximum operation air temperature on radiator (°C/°F)	60/150				
Maximum ambient temperature (°C/°F)	50/140				

COMBUSTION REQUIREMENTS

Flow at rated power (cfm/cmm)	205/5.8	143/4	262/7.4	336/9.5	410/11.6
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SOUND EMISSIONS

Sound output in dB(A) at 23 ft (7 m) with generator in exercise mode*	64	65	68	69	66
Sound output in dB(A) at 23 ft (7 m) with generator operating at normal load*	72	74	72	75	79

*Sound levels are taken from the front of the generator. Sound levels taken from other sides of the generator may be higher depending on installation parameters.

EXHAUST

Exhaust flow at rated output (cfm/cmm)	557/15.8	720/20.4	888/25.1	1119/31.7	1535/43.5
Exhaust temperature at muffler outlet (°C/°F)	477/890	796/1465	516/960	521/970	593/1100

ENGINE PARAMETERS

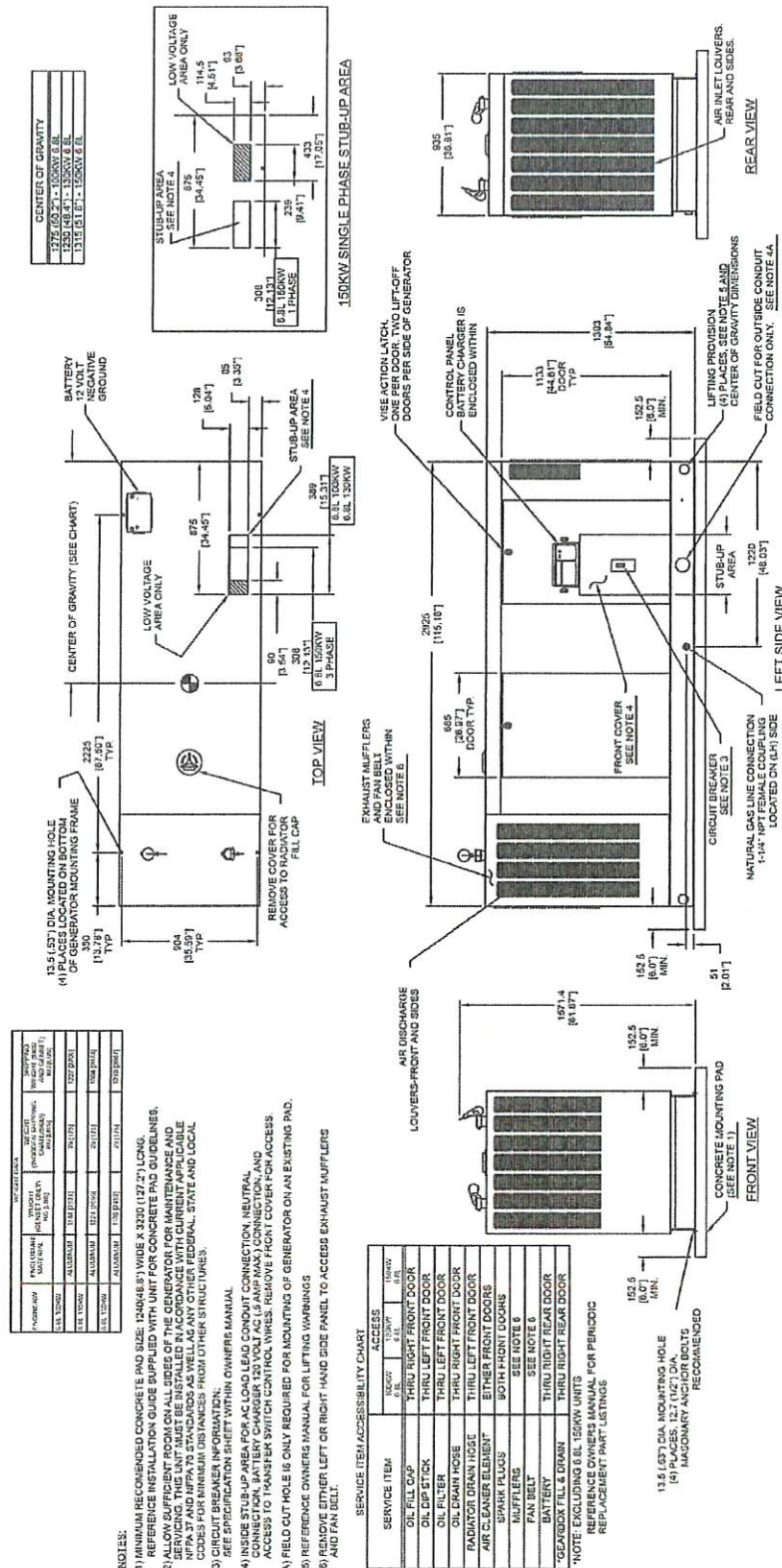
Rated Synchronous rpm	1800	3600	2300	2970	3600
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POWER ADJUSTMENT FOR AMBIENT CONDITIONS

Temperature Deration	3% for every 10 °C above 25 °C or 1.65% for every 10 °F above 77 °F
Altitude Deration (70,100,130 & 150)	1% for every 100 m above 183 m or 3% for every 1000 ft above 600 ft
Altitude Deration (80 kW)	1% for every 100 m above 915 m or 3% for every 1000 ft above 3000 ft

CONTROLLER FEATURES

2-Line Plain Text LCD Display	Simple user interface for ease of operation.
Mode Switch: Auto	Automatic Start on Utility failure. 7 day exerciser
Off	Stops unit. Power is removed. Control and charger still operate.
Manual	Start with starter control, unit stays on. If utility fails, transfer to load takes place.
Programmable start delay between 10-30 seconds	Standard
Engine Start Sequence	Cyclic cranking: 16 sec on, 7 rest (90 sec maximum duration)
Engine Warm-up	5 sec
Engine Cool-Down	1 min
Starter Lock-out	Starter cannot re-engage until 5 sec after engine has stopped.
Smart Battery Charger	Standard
Automatic Voltage Regulation with Over and Under Voltage Protection	Standard
Automatic Low Oil Pressure Shutdown	Standard
Overspeed Shutdown	Standard, 72 Hz
High Temperature Shutdown	Standard
Overcrank Protection	Standard
Safety Fused	Standard
Failure to Transfer Protection	Standard
Low Battery Protection	Standard
50 Event Run Log	Standard
Future Set Capable Exerciser	Standard
Incorrect Wiring Protection	Standard
Internal Fault Protection	Standard
Common External Fault Capability	Standard
Error Failure Protection	Standard



DIMENSIONS: MM [INCH]

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SawsElectric
GeneratorsLawn
MowersLeaf
BlowersPressure
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BlowersSump
PumpsWater
Pumps

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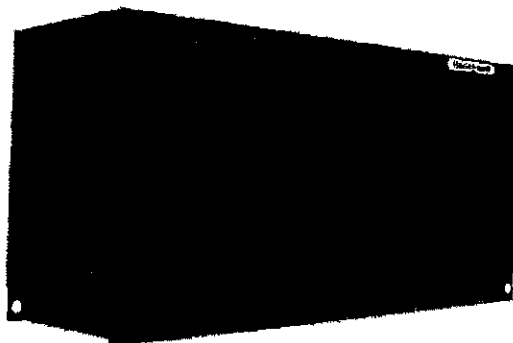
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Honeywell
Honeywell™ 150 kW Liquid Cooled Automatic Standby Generator (NG) (120/240V Single-Phase)

Our Price

Shipping Info



Model: HT15068ANAC

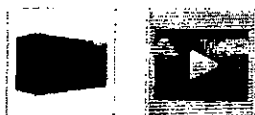
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150,000

Rated Watts

150,000

Starting Watts

4.8 ★★★★★

Google

Customer Reviews



Honeywell Generators - What is Mobile Link...



Product Video Disclaimer: PED is not responsible for any variances from the product in this video and the item you purchase. Please review all product specs prior to purchase.

Features

150kW Honeywell™ Liquid Cooled Emergency Standby Generator

- Runs on clean burning (NG) Natural Gas - Will NOT work with LP

Includes Mobile Link™ Cellular Remote Monitoring

- Easily check generator status via computer, tablet or smartphone

Powered By Generac's 6.8L V-10 Liquid Cooled Engine

- Closed coolant recovery system for more protection and less maintenance

PrecisionPower™ Electrical Technology - Less Than 5% THD

- Utility quality power that won't harm electronics & micro-chip based appliances

Digital SYNC 1.0™ Generator Controller w/ 2-Line LCD Screen

- Easily view logs of history, maintenance and events
- External viewing window for generator status & breaker position

State-Of-The-Art Power Maximizing Regulation System

- Optimized for fast response time to varying loads & +/- 1% Digital Voltage Regulation

WhisperCheck™ Self-Test Exercise Mode - Only 66 dB(A)

- Slower engine speeds during testing, produces less noise and saves fuel

Aluminum Enclosure w/ RhinoCoat™ Finish

- Withstands winds up to 150 mph & provides protection from the elements

Specifications

Engine

Engine Brand	Generac 6.8 L V-10
Starting System	12v Auto Start
CC	6800 CC
Consumer Engine Warranty	2 Years
Commercial Engine Warranty	2 Years
Engine RPM	2300 RPM
Low Oil Alert/Shutdown	Yes

Product Specs

Voltage	120/240 Single-Phase
Frequency	60 Hertz
Surge Watts	150000 Watts
Rated Watts	150000 Watts
Fuel Type	Natural Gas
NG Power Capacity	136000 Watts
NG Fuel Consumption @ 50% Load	1070 ft³/hr
NG Fuel Consumption @ 100% Load	2061 ft³/hr
Rated Amps	6250 Amps
Decibel Rating @ 7m	79 Run (66 Test) dbA
Transfer Switch	Automatic (Not Included)
Enclosure	Aluminum
Battery	Not Included (525 CCA)
Mounting Pad	Concrete (Not Included)
Cooling System	Liquid Cooled
UL Listed	Yes
Grade Type	Emergency

Transfer Switch Circuits

Circuit Breaker Size	700 Amps
----------------------	----------

Overview

- Provides fully automatic operation & total system compatibility

2-Year Limited Warranty

Made in USA	Yes
Weight	2492 Pounds
Product Style	Standby Generator
Product Length	116 Inches
Product Width	37 Inches
Product Height	55 Inches
Consumer Warranty	2 Years
Commercial Warranty	2 Years
UPC	696471618945

People viewing Honeywell™ 150 kW Liquid Cooled Automatic Standby Generator (NG) (120/240V Single-Phase) also like



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		Terms of Use			

CALL TO ORDER
1 (800) 800-3317

Johnson, Terry

From: Wagner, Don L. <DLWagner@foleyeq.com>
Sent: Friday, December 7, 2018 4:18 PM
To: Johnson, Terry
Subject: FW: Emergency Power Generator for Fire Station 2

Greetings! I am trying to see if any dealers happen to have one in inventory. I am also looking at the possibility of providing a rental unit to set in place until a new one is ordered and installed. I should have the numbers available on Monday. Currently the lead time for a new unit is around 18 to 20 weeks. I will follow up again on Monday. Thank you for your consideration.

Don Wagner
Territory Manager
316-943-4211 Office
316-640-8155 Cell
dlwagner@foleyeq.com

6 December 2018

The City of Junction City Fire Department (JCFD) is requesting proposals for the replacement of an Emergency Power Generator 150Kw three phase. We are searching for available 2017/2018 units for immediate service.

JCFD will be purchasing 1 unit immediately. Options for purchasing time line are in discussion with the Governing Body.

Please submit Bids and Specifications of proposed units to

Chief Terry Johnson
700 North Jefferson ST
Junction City KS 66441

Email: terry.johnson@jcks.com

Kindest Regards,

Terry L Johnson

Terry L Johnson, EFO
Fire Chief
Junction City Fire Department
Junction City, KS

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Backup material for agenda item:

- m. Consideration of the Amendment to the Agreement for Engineering Services with HDR Engineering, Inc.

City of Junction City

City Commission

Agenda Memo

12-13-2018

From: Allen J. Dinkel, City Manager

To: Governing Body

**Subject: Amendment to Agreement for Engineering Services
with HDR Engineering, Inc.**

Objective: Amend Agreement for Engineering Services with HDR Inc. for Water Treatment Plant Improvements-Phase 1.

Explanation of Issue: The City entered into an agreement with HDR in 2013. This amendment extends the agreement through 2019. HDR is currently with our water and wastewater improvement projects.

Budget Impact: Funds are already budgeted.

Staff Recommendation: Approve the amendment.

Attachments: Amendment

AMENDMENT TO AGREEMENT
FOR
ENGINEERING SERVICES

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on March 19, 2013 to perform engineering services for City of Junction City, Kansas ("CITY");

HDR desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

CITY is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and CITY do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Section VI AGREEMENT PERIOD shall be extended through December 31, 2019.

Section VII COMPENSATION Item 2.a. Exhibit C shall be replaced with the schedule of hourly rates set forth in Exhibit C.1.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR") _____ ("_____")

By: 
Joseph Drimmel (Dec 11, 2018)

By: _____

By: _____

Its: Sr. Vice President _____

Its: _____

Date: Option 1 _____

Date: _____

EXHIBIT C.1.

HDR FEE SCHEDULE

(JANUARY 1, 2019 – DECEMBER 31, 2019)

ROLE.....	HOURLY RATE
PROJECT PRINCIPAL/OPERATIONS SPECIALIST/QA/QC	\$200.00 - \$285.00
SENIOR PROJECT MANAGER	\$175.00 - \$250.00
PROJECT MANAGER	\$130.00 - \$175.00
SENIOR PROJECT ENGINEER	\$175.00 - \$230.00
PROJECT ENGINEER	\$95.00 - \$175.00
SENIOR STRUCTURAL ENGINEER	\$155.00 - \$235.00
STRUCTURAL ENGINEER	\$90.00 - \$155.00
SENIOR ELECTRICAL ENGINEER	\$155.00 - \$215.00
ELECTRICAL ENGINEER	\$90.00 - \$155.00
SENIOR MECHANICAL ENGINEER	\$155.00 - \$205.00
MECHANICAL ENGINEER	\$90.00 - \$155.00
GIS PERSONNEL	\$85.00 - \$135.00
SENIOR TECHNICIAN	\$125.00 - \$140.00
TECHNICIAN	\$80.00 - \$125.00
SURVEY MANAGER	\$110.00 - \$150.00
SURVEY CREW	\$125.00 - \$175.00
SENIOR SUPPORT STAFF	\$95.00 - \$115.00
ADMINISTRATION PERSONNEL	\$50.00 - \$95.00

REIMBURSABLES:

PRINTING & REPRODUCTION	COST
TRAVEL	CURRENT IRS RATE
PHONE	COST
MAPPING	COST
SUBCONSULTANTS	COST

Backup material for agenda item:

- n. Discuss the Agreement with USD# 475 for the new Junction City High School Project.

City of Junction City

City Commission

Agenda Memo

12-13-2018

From: Allen J. Dinkel, City Manager

To: Governing Body

**Subject: Discussion of Agreement with USD #475 for the
new Junction City High School Project**

Objective: Update on discussions that have been held and City involvement in the project and development of the area near and around the proposed site.

Explanation of Issue: I will report on a recent meeting regarding discussion of this proposed agreement and areas of improvement the City may wish to participate in.

Budget Impact: Not definable at this point.

Staff Recommendation:

Attachments:

Backup material for agenda item:

- o. Consider the request to extend the Neighborhood Revitalization Program.

City of Junction City

City Commission

Agenda Memo

12-14-2018

From: Allen J. Dinkel, City Manager

To: Governing Body

Subject: Extension of the Neighborhood Revitalization Program (NRP)

Objective: Extend the NRP program.

Explanation of Issue: We are moving forward with extending the Neighborhood Revitalization Program. (NRP) the City has had a program since 1996 where property taxes are rebated for new construction in a NRP region of the City or for the cost of remodeling or renovation.

The most current program offered the following rebates.

Single Family

Year 1	95%
Year 2	95%
Year 3	75%
Year 4	50%
Year 5	25%

Commercial only

Year 1	95%
Year 2	95%
Year 3	95%
Year 4	95%
Year 5	95%

Year 6	95%
Year 7	95%
Year 8	95%
Year 9	95%
Year 10	95%

Multi-Family

Year 1	95%
Year 2	95%
Year 3	95%
Year 4	95%
Year 5	95%

The only changes I am proposing is to eliminate the Land Bank lots from the program except for the lots that had been purchased and Special Assessments were attached to the property.

Backup material for agenda item:

- a. Executive Session to discuss Acquisition of Real Property.

City of Junction City

City Commission

Agenda Memo

12-13-2018

From: Allen J. Dinkel, City Manager

To: Governing Body

Subject: Executive Session – Discuss Acquisition of Real Property

Recommended Motion: I move that the Commission recess for an executive session to include the City Attorney and City Manager for ____ minutes at ____p.m. to discuss Acquisition of Real Property. The justification for the executive session is provided by KSA 75-4319(b)(6). The open meeting is to resume in this room at ____p.m.