

November 2, 2021
City Commission Room, 701 N. Jefferson, Junction City KS 66441

Mayor Jeff Underhill
Vice Mayor Nate Butler
Commissioner Tim Brown
Commissioner Pat Landes
Commissioner Ronna Larson
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-20 dated – Oct 13th, 2021 – Oct 27th, 2021, in the amount of \$1,188,440.60 and pre-approval for items listed below in the amount \$3,350.00. (p.3)

Joshua Douglass \$2,500.00 and Raven Aero \$850.00.

b. Consideration of Payroll No. 20 & No. 21 for the month of October. (p.35)

c. Consideration of City Commission Minutes for the October 19th, 2021 Meeting. (p.37)

4. SPECIAL PRESENTATIONS:

a. Proclamation Declaring November 27th, 2021 as Small Business Saturday by Mayor Underhill. (p.40)

b. Presentation of Junction City Police Department Promotions by Police Chief Lamb. (p.41)

c. Recognition of Employee and Supervisor of the Quarter. (p.42)

d. Pet Memorial Presentation by Animal Shelter Director Vanessa Gray. (p.43)

5. APPOINTMENTS:

a. Consideration of the Reappointment of Sheila Burdett to the Metropolitan Planning Commission and the Board of Zoning Appeals for a 3-year term

expiring on December 31st, 2024. (p.44)

- b. Consideration of the Appointment of Graham Foust to the Junction City Area Chamber of Commerce Economic Development Advisory Committee effective January 1st, 2022 for a 3-year term expiring on December 31st, 2024. (p.45)
- c. Consideration of the Appointment of Kalie Brownlee, Sarah Schmidt & Tammy Melton to the Food Policy Council for a 2-year term. (p.46)

6. NEW BUSINESS:

- a. Consideration of Ordinance No. S-3246, Authorizing \$2,025,091.83 in Taxable Industrial Revenue Bonds, Series 2021. (p.47)
- b. Consideration of the Request to declare 11 Harris Mobile Radios as Surplus to be sold or destroyed. (p.172)
- c. Consideration of the annual update of the Junction City Fire Department's Billing & Coding Compliance Program. (p.173)
- d. Consideration of the Amendment to the Agreement with Tyler Technologies for our New World System Software. (p.174)
- e. Consideration of the Award of Bid for Asset Lease/Purchase Agreement with Clayton Holdings, LLC, Semi-Annual Payments with a 1.485% Interest Rate and the first payment due 6 months after closing. (p.198)
- f. Consideration of Resolution No. R-2980, Authorizing the City of Junction City to enter into a State and Municipal Lease/Purchase Agreement with Clayton Holdings, LLC. (p.260)
- g. Consideration of Change Order #01 for decreasing the 2021 Street Maintenance Project in the amount of \$10,104.40. (p.262)
- h. Consideration of Change Order #03 for increasing the 2020 CCLIP Surface Preservation Project in the amount of \$90,705.66 to APAC-Kansas, Inc. (p.266)
- i. Consideration of the Award of Bid for the Water Line Relocation-Monroe Street to Middlecreek Corporation in the amount of \$136,640.00. (p.274)
- j. Consideration of the Request to Apply for the KDOT Airport Improvement Program Grant. (p.278)
- k. Consideration of Ordinance No. G-1276, Amending Cruelty to Animals and Creating Neglect of Animals. (p.287)
- l. Consideration of Ordinance No. G-1277, Amending License for Second-Hand Dealers. (p.293)

7. COMMISSIONER COMMENTS & COMMITTEE REPORTS:

8. STAFF COMMENTS:

9. ADJOURNMENT:

City of Junction City

City Commission

Agenda Memo

November 2nd, 2021

From: Kim Hurley, Utility Billing and Accounts Payable Specialist
To: City Commissioners
Subject: Consideration of Appropriation Ordinance A-20 dated – Oct 13th, 2021 – Oct 27th, 2021, in the amount of \$ 1,188,440.60 and pre-approval for items listed below in the amount \$3,350.00

Background: Attached is a Listing and Checks - Appropriations for Oct.13th, 2021 – Oct 27th, 2021

Appropriations: Oct 13th, 2021 – Oct 27th, 2021

ACH Payment or Payments due before next meeting –Total \$ 3,350.00

Joshua Douglass	\$ 2,500.00
Raven Aero	\$ 850.00



Junction City, KS

Appropriations - Oct 13th, 2021 - Oct 27th, 2021-KH

By Fund

Post Dates 10/13/2021 - 10/27/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Fund: 001 - GENERAL FUND				
Department: 000 - NON-DEPARTMENTAL				
Vendor: 043380 - ADVANCE LIFE INSURANCE				
ADVANCE LIFE INSURANCE	INV0022123	10/22/2021	CITY OF JC EMPLOYER PD LIFE	14.40
ADVANCE LIFE INSURANCE	INV0022124	10/22/2021	ADVANCE LIFE INSURANCE BEF...	5.41
ADVANCE LIFE INSURANCE	INV0022147	10/22/2021	CITY OF JC EMPLOYER PD LIFE	227.97
ADVANCE LIFE INSURANCE	INV0022148	10/22/2021	ADVANCE LIFE INSURANCE BEF...	563.02
Vendor 043380 - ADVANCE LIFE INSURANCE Total:				810.80
Vendor: 03161 - ADVANCE SHORT TERM DISABILITY				
ADVANCE SHORT TERM DISABIL...	INV0022138	10/22/2021	CITY OF JC EMPLOYER PAID STD	34.49
ADVANCE SHORT TERM DISABIL...	INV0022188	10/22/2021	CITY OF JC EMPLOYER PAID STD	614.20
Vendor 03161 - ADVANCE SHORT TERM DISABILITY Total:				648.69
Vendor: 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY				
AMERICAN FAMILY LIFE ASSUR...	INV0022125	10/22/2021	AFLAC	7.99
AMERICAN FAMILY LIFE ASSUR...	INV0022126	10/22/2021	AFLAC BEFORE TAX	117.79
AMERICAN FAMILY LIFE ASSUR...	INV0022139	10/22/2021	VSP Vision Insurance Pre-Tax	46.23
AMERICAN FAMILY LIFE ASSUR...	INV0022149	10/22/2021	AFLAC	307.07
AMERICAN FAMILY LIFE ASSUR...	INV0022150	10/22/2021	AFLAC BEFORE TAX	1,346.08
AMERICAN FAMILY LIFE ASSUR...	INV0022191	10/22/2021	VSP Vision Insurance Pre-Tax	567.22
Vendor 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY Total:				2,392.38
Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC				
BLUE CROSS BLUE SHIELD OF KS ..	INV0022127	10/22/2021	BLUE CROSS BLUE SHIELD	67.68
BLUE CROSS BLUE SHIELD OF KS ..	INV0022128	10/22/2021	BLUE CROSS BLUE SHIELD	438.09
BLUE CROSS BLUE SHIELD OF KS ..	INV0022129	10/22/2021	BLUE CROSS BLUE SHIELD	36.88
BLUE CROSS BLUE SHIELD OF KS ..	INV0022130	10/22/2021	BLUE CROSS BLUE SHIELD	504.74
BLUE CROSS BLUE SHIELD OF KS ..	INV0022131	10/22/2021	BLUE CROSS BLUE SHIELD	836.64
BLUE CROSS BLUE SHIELD OF KS ..	INV0022132	10/22/2021	BLUE CROSS BLUE SHIELD	418.32
BLUE CROSS BLUE SHIELD OF KS ..	INV0022133	10/22/2021	BLUE CROSS BLUE SHIELD	102.90
BLUE CROSS BLUE SHIELD OF KS ..	INV0022151	10/22/2021	BLUE CROSS BLUE SHIELD	483.67
BLUE CROSS BLUE SHIELD OF KS ..	INV0022152	10/22/2021	BLUE CROSS BLUE SHIELD	1,996.40
BLUE CROSS BLUE SHIELD OF KS ..	INV0022153	10/22/2021	BLUE CROSS BLUE SHIELD	3,733.27
BLUE CROSS BLUE SHIELD OF KS ..	INV0022154	10/22/2021	BLUE CROSS BLUE SHIELD	666.72
BLUE CROSS BLUE SHIELD OF KS ..	INV0022155	10/22/2021	BLUE CROSS BLUE SHIELD	1,778.75
BLUE CROSS BLUE SHIELD OF KS ..	INV0022156	10/22/2021	BLUE CROSS BLUE SHIELD	438.09
BLUE CROSS BLUE SHIELD OF KS ..	INV0022157	10/22/2021	BLUE CROSS BLUE SHIELD	1,073.33
BLUE CROSS BLUE SHIELD OF KS ..	INV0022158	10/22/2021	BLUE CROSS BLUE SHIELD	410.86
BLUE CROSS BLUE SHIELD OF KS ..	INV0022159	10/22/2021	BLUE CROSS BLUE SHIELD	4,502.29
BLUE CROSS BLUE SHIELD OF KS ..	INV0022160	10/22/2021	BLUE CROSS BLUE SHIELD	2,650.01
BLUE CROSS BLUE SHIELD OF KS ..	INV0022161	10/22/2021	BLUE CROSS BLUE SHIELD	7,655.26
BLUE CROSS BLUE SHIELD OF KS ..	INV0022162	10/22/2021	BLUE CROSS BLUE SHIELD	2,781.83
BLUE CROSS BLUE SHIELD OF KS ..	INV0022163	10/22/2021	BLUE CROSS BLUE SHIELD	755.91
BLUE CROSS BLUE SHIELD OF KS ..	INV0022164	10/22/2021	BLUE CROSS BLUE SHIELD	623.08
BLUE CROSS BLUE SHIELD OF KS ..	INV0022165	10/22/2021	BLUE CROSS BLUE SHIELD	5,856.95
BLUE CROSS BLUE SHIELD OF KS ..	INV0022166	10/22/2021	BLUE CROSS BLUE SHIELD	1,972.01
BLUE CROSS BLUE SHIELD OF KS ..	INV0022167	10/22/2021	BLUE CROSS BLUE SHIELD	1,046.17
Vendor 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total:				40,829.85
Vendor: 044005 - CITY OF JC FLEX SPENDING ACCT 1074334				
CITY OF JC FLEX SPENDING ACCT..	INV0022134	10/22/2021	FLEX SPENDING-1074334	304.15
CITY OF JC FLEX SPENDING ACCT..	INV0022173	10/22/2021	FLEX SPENDING-1074334	2,656.12
Vendor 044005 - CITY OF JC FLEX SPENDING ACCT 1074334 Total:				2,960.27
Vendor: 012130 - CITY OF JUNCTION CITY				
CITY OF JUNCTION CITY	INV0022168	10/22/2021	TELEPHONE REIMBURSEMENT	8.50
CITY OF JUNCTION CITY	INV0022174	10/22/2021	CITY OF JUNCTION CITY (G-FEE)	20.00

Appropriations - Oct 13th, 2021 - Oct 27th, 2021-KH
Post Dates: 10/13/2021 - 10/27/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
CITY OF JUNCTION CITY	INV0022187	10/22/2021	TELEPHONE REIMBURSEMENT	177.59
Vendor 012130 - CITY OF JUNCTION CITY Total:				206.09
Vendor: 025326 - FIREMEN'S RELIEF ASSOCIATION				
FIREMEN'S RELIEF ASSOCIATION	INV0022172	10/22/2021	FIREMANS RELIEF	252.63
Vendor 025326 - FIREMEN'S RELIEF ASSOCIATION Total:				252.63
Vendor: 050188 - FLEXIBLE SPENDING ACCOUNT #1074334				
FLEXIBLE SPENDING ACCOUNT ...	INV0022169	10/22/2021	DEPENDENT CARE ACCT 10743...	327.09
Vendor 050188 - FLEXIBLE SPENDING ACCOUNT #1074334 Total:				327.09
Vendor: 01944 - GREAT WEST FINANCIAL				
GREAT WEST FINANCIAL	INV0022182	10/22/2021	GREAT WEST FINANCIAL	8,333.77
GREAT WEST FINANCIAL	INV0022186	10/22/2021	GREAT WEST FINANCIAL	178.00
Vendor 01944 - GREAT WEST FINANCIAL Total:				8,511.77
Vendor: 001010 - INTERNAL REVENUE SERVICE				
INTERNAL REVENUE SERVICE	INV0022121	10/22/2021	SOCIAL SECURITY WITHHOLDING	155.00
INTERNAL REVENUE SERVICE	INV0022122	10/22/2021	MEDICARE WITHHOLDING	36.25
INTERNAL REVENUE SERVICE	INV0022141	10/22/2021	SOCIAL SECURITY WITHHOLDING	1,667.76
INTERNAL REVENUE SERVICE	INV0022142	10/22/2021	FEDERAL WITHHOLDING	1,081.15
INTERNAL REVENUE SERVICE	INV0022143	10/22/2021	MEDICARE WITHHOLDING	427.40
INTERNAL REVENUE SERVICE	INV0022193	10/22/2021	SOCIAL SECURITY WITHHOLDING	13,722.86
INTERNAL REVENUE SERVICE	INV0022194	10/22/2021	FEDERAL WITHHOLDING	32,456.42
INTERNAL REVENUE SERVICE	INV0022195	10/22/2021	MEDICARE WITHHOLDING	10,205.98
Vendor 001010 - INTERNAL REVENUE SERVICE Total:				59,752.82
Vendor: 039125 - JCPOA				
JCPOA	INV0022185	10/22/2021	JCPOA	832.00
Vendor 039125 - JCPOA Total:				832.00
Vendor: 037195 - JUNCTION CITY FIRE FIGHTERS ASSOCIATION LOCAL 3309				
JUNCTION CITY FIRE FIGHTERS ...	INV0022171	10/22/2021	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...	INV0022170	10/22/2021	FIREFIGHTERS AID ASSOCIATION	255.00
Vendor 00813 - JUNCTION CITY FIREFIGHTERS AID ASSOCIATION Total:				255.00
Vendor: 042540 - KANSAS DEPT OF REVENUE				
KANSAS DEPT OF REVENUE	INV0022140	10/22/2021	STATE WITHHOLDING	570.87
KANSAS DEPT OF REVENUE	INV0022192	10/22/2021	STATE WITHHOLDING	14,323.29
Vendor 042540 - KANSAS DEPT OF REVENUE Total:				14,894.16
Vendor: 014435 - KANSAS PAYMENT CENTER				
KANSAS PAYMENT CENTER	INV0022176	10/22/2021	INCOME WITHHOLDING ORDER	807.00
KANSAS PAYMENT CENTER	INV0022177	10/22/2021	GARNISHMENT	182.28
Vendor 014435 - KANSAS PAYMENT CENTER Total:				989.28
Vendor: 043859 - KANSAS PUBLIC EMPLOYEES				
KANSAS PUBLIC EMPLOYEES	INV0022135	10/22/2021	KPERS #1	459.25
KANSAS PUBLIC EMPLOYEES	INV0022136	10/22/2021	KPERS #2	552.51
KANSAS PUBLIC EMPLOYEES	INV0022137	10/22/2021	KPERS #3	1,465.17
KANSAS PUBLIC EMPLOYEES	INV0022178	10/22/2021	KP&F	75,958.69
KANSAS PUBLIC EMPLOYEES	INV0022179	10/22/2021	KPERS #1	3,012.66
KANSAS PUBLIC EMPLOYEES	INV0022180	10/22/2021	KPERS #2	2,920.87
KANSAS PUBLIC EMPLOYEES	INV0022181	10/22/2021	KPERS #3	6,934.65
Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:				91,303.80
Vendor: 03215 - Peoples State Bank				
Peoples State Bank	INV0022183	10/22/2021	GARNISHMENT	89.96
Vendor 03215 - Peoples State Bank Total:				89.96
Vendor: 048289 - POLICE & FIREMEN'S INSURANCE ASSOCIATION				
POLICE & FIREMEN'S INSURANC...	INV0022184	10/22/2021	POLICE & FIRE INSURANCE	963.40
Vendor 048289 - POLICE & FIREMEN'S INSURANCE ASSOCIATION Total:				963.40

Appropriations - Oct 13th, 2021 - Oct 27th, 2021-KH
Post Dates: 10/13/2021 - 10/27/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 067881 - ROLLING MEADOWS GOLF COURSE				
ROLLING MEADOWS GOLF COU...	INV0022175	10/22/2021	ROLLING MEADOWS GOLF COU...	329.65
Vendor 067881 - ROLLING MEADOWS GOLF COURSE Total:				329.65
Vendor: 02894 - TEXAS CHILD SUPPORT SDU				
TEXAS CHILD SUPPORT SDU	INV0022189	10/22/2021	TX CHILD SUPPORT	75.00
Vendor 02894 - TEXAS CHILD SUPPORT SDU Total:				75.00
Vendor: 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY				
UNITED WAY OF JUNCTION CITY...	INV0022190	10/22/2021	UNITED WAY	21.50
Vendor 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY Total:				21.50
Department 000 - NON-DEPARTMENTAL Total:				228,096.14
Department: 001 - GENERAL EXPENSES				
Vendor: 03362 - Robyn Ford				
Robyn Ford	OCT 2021	10/22/2021	GYM REFUND OCT 2021	310.00
Vendor 03362 - Robyn Ford Total:				310.00
Vendor: 03448 - US DEPT OF THE TREASURY				
US DEPT OF THE TREASURY	L36206452	10/22/2021	CASE NUMBER - L36206452	346.11
Vendor 03448 - US DEPT OF THE TREASURY Total:				346.11
Department 001 - GENERAL EXPENSES Total:				656.11
Department: 002 - INFORMATION TECHNOLOGY SYSTEMS				
Vendor: 02048 - SHI INTERNATIONAL CORP.				
SHI INTERNATIONAL CORP.	S54760577	10/21/2021	Netmotion Annual Maintenance	7,633.60
Vendor 02048 - SHI INTERNATIONAL CORP. Total:				7,633.60
Department 002 - INFORMATION TECHNOLOGY SYSTEMS Total:				7,633.60
Department: 003 - ADMINISTRATION				
Vendor: 053896 - COMPLIANCEONE				
COMPLIANCEONE	284813	10/25/2021	MONTHLY CHARGES FOR 19 PE...	151.25
COMPLIANCEONE	285073	10/25/2021	MONTHLY CHARGES FOR 97 PE...	363.75
Vendor 053896 - COMPLIANCEONE Total:				515.00
Vendor: 048780 - LEAGUE OF KANSAS MUNICIPALITIES				
LEAGUE OF KANSAS MUNICIPAL...	21-2496	10/19/2021	ALLEN DINKEL KACM FALL CON...	175.00
Vendor 048780 - LEAGUE OF KANSAS MUNICIPALITIES Total:				175.00
Vendor: 00970 - VERIZON WIRELESS				
VERIZON WIRELESS	9890548051	10/18/2021	785-307-1769 CITY CLERK-MEL...	41.48
VERIZON WIRELESS	9890548051	10/18/2021	785-532-8788 FINANCE DIRECT...	46.48
VERIZON WIRELESS	9890548051	10/18/2021	785-280-3591-CITY MANAGER-...	41.48
Vendor 00970 - VERIZON WIRELESS Total:				129.44
Vendor: 01345 - WOODRIVER ENERGY LLC				
WOODRIVER ENERGY LLC	260135	10/13/2021	CITY HALL-700 N JEFFERSON	37.39
Vendor 01345 - WOODRIVER ENERGY LLC Total:				37.39
Department 003 - ADMINISTRATION Total:				856.83
Department: 008 - BUILDING MAINTENANCE				
Vendor: 067805 - CARD CENTER				
CARD CENTER	AGUILAR, SEPT 2021	10/14/2021	PICTURE ANCHORS	46.23
CARD CENTER	AGUILAR, SEPT 2021	10/14/2021	PICTURE HANGERS	23.15
CARD CENTER	AGUILAR, SEPT 2021	10/14/2021	BOLTS, SCREWS	16.60
CARD CENTER	AGUILAR, SEPT 2021	10/14/2021	DRILL/DRIVE SET	42.97
CARD CENTER	WRIGHT, SEPT 2021	10/14/2021	BATTERIES	5.99
Vendor 067805 - CARD CENTER Total:				134.94
Vendor: 00970 - VERIZON WIRELESS				
VERIZON WIRELESS	9890548051-PR	10/18/2021	1761 BM WRIGHT	-9.42
VERIZON WIRELESS	9890548051-PR	10/18/2021	785-761-6179- BUILDING MAIN...	31.48
Vendor 00970 - VERIZON WIRELESS Total:				22.06
Department 008 - BUILDING MAINTENANCE Total:				157.00

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Department: 010 - PARKS DEPARTMENT				
Vendor: 03087 - BRADY INDUSTRIES OF KANSAS, LLC				
BRADY INDUSTRIES OF KANSAS,...	1866256	10/25/2021	GLOVES, T.P., SOAP, URINAL SC...	610.09
Vendor 03087 - BRADY INDUSTRIES OF KANSAS, LLC Total:				610.09
Vendor: 067805 - CARD CENTER				
CARD CENTER	AGUILAR, SEPT 2021	10/14/2021	TIRE, TRUCK 130	165.73
CARD CENTER	AGUILAR, SEPT 2021	10/14/2021	HAMMER DRILL	154.99
CARD CENTER	DOHRMAN, SEPT 2021	10/14/2021	PAINT CLEANERS	17.78
CARD CENTER	DOHRMAN, SEPT 2021	10/14/2021	CABLE TIES	39.96
CARD CENTER	DOHRMAN, SEPT 2021	10/14/2021	PAINT SUPPLIES	32.93
CARD CENTER	DOHRMAN, SEPT 2021	10/14/2021	DECK SCREWS	33.59
CARD CENTER	DOHRMAN, SEPT 2021	10/14/2021	WALMART, BATTERIES	7.47
CARD CENTER	DOHRMAN, SEPT 2021	10/14/2021	WHEELBARROWS	174.98
CARD CENTER	DOHRMAN, SEPT 2021	10/14/2021	MENARDS, LANDSCAPE SUPPLI...	242.40
CARD CENTER	DOHRMAN, SEPT 2021	10/14/2021	WALMART, PAINT SUPPLIES	90.32
CARD CENTER	DOHRMAN, SEPT 2021	10/14/2021	MENARDS, LUMBER, MOUSE T...	363.78
CARD CENTER	DOHRMAN, SEPT 2021	10/14/2021	PAINT SUPPLIES	21.84
CARD CENTER	DOHRMAN, SEPT 2021	10/14/2021	FLOOD LIGHT, SPOT LIGHT	26.77
CARD CENTER	DOHRMAN, SEPT 2021	10/14/2021	TIRE, TRUCK 127	157.70
CARD CENTER	DOHRMAN, SEPT 2021	10/14/2021	PAINT SUPPLIES	73.88
CARD CENTER	DOHRMAN, SEPT 2021	10/14/2021	IRRIGATION REPAIR	64.87
CARD CENTER	DOHRMAN, SEPT 2021	10/14/2021	IRRIGATION REPAIR	3.58
CARD CENTER	DOHRMAN, SEPT 2021	10/14/2021	WALMART, CLEANING SUPPLIES	37.40
CARD CENTER	DOHRMAN, SEPT 2021	10/14/2021	IRRIGATION REPAIR	27.39
CARD CENTER	DOHRMAN, SEPT 2021	10/14/2021	IRRIGATION REPAIR	4.05
CARD CENTER	DOHRMAN, SEPT 2021	10/14/2021	IRRIGATION REPAIR	4.27
CARD CENTER	DOHRMAN, SEPT 2021	10/14/2021	ELBOW BUSHING	4.68
CARD CENTER	DOHRMAN, SEPT 2021	10/14/2021	REPAIR ROCK IN CALIPER, TRUC...	52.29
CARD CENTER	GRAY, SEPT 2021	10/14/2021	WALMART, ANTIFREEZE FOR T...	11.02
CARD CENTER	GRAY, SEPT 2021	10/14/2021	ORSCHLN, PAINT SUPPLIES	27.95
CARD CENTER	GRAY, SEPT 2021	10/14/2021	WALMART, LIGHT BULBS	10.27
CARD CENTER	GRAY, SEPT 2021	10/14/2021	WALMART	17.20
CARD CENTER	GRAY, SEPT 2021	10/14/2021	ORSCHLN, PAINT SUPPLIES FOR..	93.39
CARD CENTER	GRAY, SEPT 2021	10/14/2021	DECK STAIN, RATHERT	148.11
CARD CENTER	GRAY, SEPT 2021	10/14/2021	PAINT FOR PLAYGROUND PARK	115.46
CARD CENTER	GRAY, SEPT 2021	10/14/2021	PAINT FOR RATHERT	337.04
CARD CENTER	GRAY, SEPT 2021	10/14/2021	CHAINSAW CHAPS	192.00
CARD CENTER	GRAY, SEPT 2021	10/14/2021	IRRIGATION PARTS	4.38
CARD CENTER	PICKING, SEPT 2021	10/14/2021	SMART SIGN, PICK UP AFTER PE...	275.70
CARD CENTER	PICKING, SEPT 2021	10/14/2021	PARTY CITY, RETIREMENT SUPPL..	24.02
CARD CENTER	YOUNGERS-SETP-21	10/18/2021	DOG SHOVEL	39.98
Vendor 067805 - CARD CENTER Total:				3,099.17
Vendor: 02898 - CAT CANS PORTABLE SERVICES OF MANHATTAN, LLC				
CAT CANS PORTABLE SERVICES ...	I13358	10/25/2021	ONE PORTABLE UNIT AT FILBY ...	100.00
Vendor 02898 - CAT CANS PORTABLE SERVICES OF MANHATTAN, LLC Total:				100.00
Vendor: 018500 - DAVE'S ELECTRIC, INC.				
DAVE'S ELECTRIC, INC.	2021314	10/13/2021	WORK DONE ON OUTLETS, HER...	1,557.81
DAVE'S ELECTRIC, INC.	2021330	10/21/2021	M.B. LIGTING	347.57
Vendor 018500 - DAVE'S ELECTRIC, INC. Total:				1,905.38
Vendor: 043802 - EVERGY				
EVERGY	SEPT 2021-513 N JEFF	10/18/2021	513 N JEFFERSON- SEPT 2021	151.90
Vendor 043802 - EVERGY Total:				151.90
Vendor: 043271 - KANSAS GAS SERVICE				
KANSAS GAS SERVICE	SEPT 2021	10/22/2021	1017 1/2 W 5TH ST	31.15
Vendor 043271 - KANSAS GAS SERVICE Total:				31.15
Vendor: 02213 - MASTER LANDSCAPE INC.				
MASTER LANDSCAPE INC.	39558	10/21/2021	WEED CONTROL CHESTNUT ST ...	1,612.30
Vendor 02213 - MASTER LANDSCAPE INC. Total:				1,612.30

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 02345 - MUNIE GREENCARE PROFESSIONALS				
MUNIE GREENCARE PROFESSIO...	13609	10/20/2021	SERTOMA 10/5	141.75
MUNIE GREENCARE PROFESSIO...	13609	10/20/2021	HERITAGE 10/7	147.00
MUNIE GREENCARE PROFESSIO...	13609	10/20/2021	RATHERT 10/4	157.50
MUNIE GREENCARE PROFESSIO...	13609	10/20/2021	BRAMLAGE 10/4	173.25
MUNIE GREENCARE PROFESSIO...	13609	10/20/2021	PLAYGROUND 10/5	294.00
MUNIE GREENCARE PROFESSIO...	13609	10/20/2021	NORTH PARK 10/4	252.00
MUNIE GREENCARE PROFESSIO...	13609	10/20/2021	HOMERS 10/5	141.75
MUNIE GREENCARE PROFESSIO...	13609	10/20/2021	FEMA LAND 10/4	315.00
MUNIE GREENCARE PROFESSIO...	13609	10/20/2021	SOUTH PARK 10/4	330.75
MUNIE GREENCARE PROFESSIO...	13609	10/20/2021	WETLANDS 10/5	236.25
MUNIE GREENCARE PROFESSIO...	13609	10/20/2021	MARTIN LUTHER KING JR 10/4	47.25
MUNIE GREENCARE PROFESSIO...	13609	10/20/2021	EAST CHESTNUT 10/4	131.25
MUNIE GREENCARE PROFESSIO...	13609	10/20/2021	CORONADO 10/7	110.25
MUNIE GREENCARE PROFESSIO...	13609	10/20/2021	JCPD 10/5	36.75
MUNIE GREENCARE PROFESSIO...	13609	10/20/2021	BARTLE HOTEL LOT 10/7	26.25
MUNIE GREENCARE PROFESSIO...	13609	10/20/2021	700 N JEFFERSON 10/5	47.25
MUNIE GREENCARE PROFESSIO...	13609	10/20/2021	701 N JEFFERSON 10/5	26.25
MUNIE GREENCARE PROFESSIO...	13609	10/20/2021	I70 ROUNDABOUT 10/5	26.25
MUNIE GREENCARE PROFESSIO...	13609	10/20/2021	COUNTRYSIDE 10/5	26.25
MUNIE GREENCARE PROFESSIO...	13609	10/20/2021	BUFFALO SOLDIER 10/4	126.00
MUNIE GREENCARE PROFESSIO...	13609	10/20/2021	JCPD GRASS COLLECTION 10/5	47.25
MUNIE GREENCARE PROFESSIO...	13609	10/20/2021	LACY DRIVE 10/5	15.00
MUNIE GREENCARE PROFESSIO...	13609	10/20/2021	700 N JEFFERSON NORTH HALF	12.00
MUNIE GREENCARE PROFESSIO...	13609	10/20/2021	MONTGOMERY PLAZA 10/4	63.00
MUNIE GREENCARE PROFESSIO...	13609	10/20/2021	SPIN CITY 10/5	73.50
MUNIE GREENCARE PROFESSIO...	13609	10/20/2021	FILBY 10/4	78.75
MUNIE GREENCARE PROFESSIO...	13609	10/20/2021	HAMMOND 10/4	110.25
MUNIE GREENCARE PROFESSIO...	13609	10/20/2021	HERITAGE GRASS COLLECTION ...	47.25
MUNIE GREENCARE PROFESSIO...	13609	10/20/2021	BLUFFS 10/4	47.25
MUNIE GREENCARE PROFESSIO...	13609	10/20/2021	RIVERWALK 10/5	236.25
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	SPIN CITY 10/15	73.50
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	SOUTH PARK 10/13	330.75
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	FEMA 10/13	315.00
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	PLAYGROUND 10/14	294.00
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	NORTH PARK 10/13	252.00
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	RIVERWALK LANDING 10/14	236.25
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	WETLANDS 10/14	236.25
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	BRAMLAGE 10/13	173.25
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	RATHERT 10/13	157.50
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	HERITAGE 10/15	147.00
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	SERTOMA 10/14	141.75
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	HOMERS POND 10/14	141.75
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	RIVERWALK TRAIL	136.50
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	MONTGOMERY PLAZA 10/13	63.00
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	BUFFALO SOLDIER 10/13	126.00
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	CORONADO 10/15	110.25
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	EAST CHESTNUT 10/13	131.25
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	FILBY 10/13	78.75
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	HERITAGE GRASS COLLECTION ...	47.25
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	JCPD GRASS COLLECTION	47.25
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	HAMMOND 10/13	110.25
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	MARTIN LUTHER KING JR 10/13	47.25
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	BLUFFS 10/13	47.25
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	JCPD 10/15	36.75
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	700 N JEFFERSON 10/15	47.25
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	701 N JEFFERSON 10/15	26.25
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	I70 ROUNDABOUT 10/14	26.25
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	COUNTRYSIDE COURT 10/14	26.25
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	LACY DRIVE 10/15	15.00

Appropriations - Oct 13th, 2021 - Oct 27th, 2021-KH
Post Dates: 10/13/2021 - 10/27/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	700 N JEFFERSON NORTH HALF	12.00
MUNIE GREENCARE PROFESSIO...	13609-1	10/20/2021	BARTLE HOTEL LOT 10/15	26.25
Vendor 02345 - MUNIE GREENCARE PROFESSIONALS Total:				7,183.50
Vendor: 083400 - ROTHWELL LANDSCAPE INC				
ROTHWELL LANDSCAPE INC	20193464	10/21/2021	WEED BEDS, ROUND UP APPLIC...	67.50
Vendor 083400 - ROTHWELL LANDSCAPE INC Total:				67.50
Vendor: 080943 - VAN WALL EQUIPMENT				
VAN WALL EQUIPMENT	5317292	10/25/2021	BACKPACK SPRAYER BLOWER	665.59
Vendor 080943 - VAN WALL EQUIPMENT Total:				665.59
Vendor: 00970 - VERIZON WIRELESS				
VERIZON WIRELESS	9890548051-PR	10/18/2021	785-479-1501-DARRIN DOHRM...	41.48
Vendor 00970 - VERIZON WIRELESS Total:				41.48
Department 010 - PARKS DEPARTMENT Total:				15,468.06
Department: 011 - SWIMMING POOL				
Vendor: 067805 - CARD CENTER				
CARD CENTER	AGUILAR, SEPT 2021	10/14/2021	PICTURE ANCHORS	4.29
Vendor 067805 - CARD CENTER Total:				4.29
Vendor: 01941 - D. GERBER COMMERCIAL POOL PRODUCTS & SERVICE LLC.				
D. GERBER COMMERCIAL POOL...	21350	10/19/2021	PH SENSOR	342.68
Vendor 01941 - D. GERBER COMMERCIAL POOL PRODUCTS & SERVICE LLC. Total:				342.68
Vendor: 043271 - KANSAS GAS SERVICE				
KANSAS GAS SERVICE	SEPT 2021	10/22/2021	1017 W 5TH	37.45
Vendor 043271 - KANSAS GAS SERVICE Total:				37.45
Department 011 - SWIMMING POOL Total:				384.42
Department: 013 - SPIN CITY				
Vendor: 043271 - KANSAS GAS SERVICE				
KANSAS GAS SERVICE	SEPT 2021	10/22/2021	915 S WASHINGTON	49.88
Vendor 043271 - KANSAS GAS SERVICE Total:				49.88
Vendor: 00970 - VERIZON WIRELESS				
VERIZON WIRELESS	9890548051-PR	10/18/2021	4006-SC MGR GRAY	41.48
Vendor 00970 - VERIZON WIRELESS Total:				41.48
Department 013 - SPIN CITY Total:				91.36
Department: 014 - jUNCTION CITY AIRPORT				
Vendor: 02686 - HAMPEL OIL DISTRIBUTORS INC				
HAMPEL OIL DISTRIBUTORS INC	91466023	10/20/2021	AV GAS AIRPORT	5,210.76
Vendor 02686 - HAMPEL OIL DISTRIBUTORS INC Total:				5,210.76
Vendor: 043271 - KANSAS GAS SERVICE				
KANSAS GAS SERVICE	SEPT 2021	10/22/2021	540 AIRPORT RD #100	31.15
KANSAS GAS SERVICE	SEPT 2021	10/22/2021	540 W 18TH ST	31.15
Vendor 043271 - KANSAS GAS SERVICE Total:				62.30
Department 014 - jUNCTION CITY AIRPORT Total:				5,273.06
Department: 017 - ROLLING MEADOWS GOLF COURSE				
Vendor: 006660 - BAYER CONSTRUCTION CO.				
BAYER CONSTRUCTION CO.	SMS640318	10/21/2021	FILL MATERIAL FOR ROLLING M...	168.07
BAYER CONSTRUCTION CO.	SMS640318	10/21/2021	FILL MATERIAL FOR ROLLING M...	169.74
BAYER CONSTRUCTION CO.	SMS640318	10/21/2021	FILL MATERIAL FOR ROLLING M...	170.13
BAYER CONSTRUCTION CO.	SMS640318	10/21/2021	FILL MATERIAL FOR ROLLING M...	175.91
BAYER CONSTRUCTION CO.	SMS640318	10/21/2021	FILL MATERIAL FOR ROLLING M...	177.67
Vendor 006660 - BAYER CONSTRUCTION CO. Total:				861.52
Vendor: 02104 - BRAMLAGE PROPERTIES, LLC				
BRAMLAGE PROPERTIES, LLC	NOV 2021	10/25/2021	NOV 2021-BILLBOARD RENTAL...	350.00
Vendor 02104 - BRAMLAGE PROPERTIES, LLC Total:				350.00
Vendor: 067805 - CARD CENTER				
CARD CENTER	MULCH-VISA-SEPT 21	10/18/2021	BATTERY	75.83
CARD CENTER	MULCH-VISA-SEPT 21	10/18/2021	LAWN MOWER	359.99

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
CARD CENTER	MULCH-VISA-SEPT 21	10/18/2021	IRRIGATION REPAIR	36.99
CARD CENTER	MULCH-VISA-SEPT 21	10/18/2021	IRRIGATION REPAIR	380.45
CARD CENTER	MULCH-VISA-SEPT 21	10/18/2021	IRRIGATION REPAIR	26.23
CARD CENTER	MULCH-VISA-SEPT 21	10/18/2021	IRRIGATION REPAIR	35.58
CARD CENTER	PENLAND-SEPT-2021	10/18/2021	SHELVES FOR PA SYSTEM	16.96
CARD CENTER	PENLAND-SEPT-2021	10/18/2021	SINK-PLUMBING	29.97
CARD CENTER	PENLAND-SEPT-2021	10/18/2021	TV	375.00
CARD CENTER	PENLAND-SEPT-2021	10/18/2021	HOSE -NOZZLE	99.96
CARD CENTER	PENLAND-SEPT-2021	10/18/2021	NOTEBOOKS-PENS-SHARPIE	45.33
CARD CENTER	PENLAND-SEPT-2021	10/18/2021	GRIP	7.50
CARD CENTER	PENLAND-SEPT-2021	10/18/2021	HAMBURGER-TOMATO PASTE	100.18
CARD CENTER	PENLAND-SEPT-2021	10/18/2021	SODA-WATER-BUNS	124.22
CARD CENTER	PENLAND-SEPT-2021	10/18/2021	GATORADE-WATERS-ZING ZANG	70.47
CARD CENTER	PENLAND-SEPT-2021	10/18/2021	BUNS-OLIVES-GATORADE	160.55
CARD CENTER	PENLAND-SEPT-2021	10/18/2021	SODA-BUNS	52.10
CARD CENTER	PENLAND-SEPT-2021	10/18/2021	BUNS-GATORADE-SODA	255.79
CARD CENTER	PENLAND-SEPT-2021	10/18/2021	TEA-OINION-GATORADE	19.22
CARD CENTER	PENLAND-SEPT-2021	10/18/2021	TOMATOE-TEA- LUNCH MEAT	25.92
CARD CENTER	PENLAND-SEPT-2021	10/18/2021	SODA-LUNCHMEAT-HAMBURG...	161.53
CARD CENTER	PENLAND-SEPT-2021	10/18/2021	BREAD-CHEESE-SDOA	57.40
CARD CENTER	PENLAND-SEPT-2021	10/18/2021	FREEZER BAGS	3.98
CARD CENTER	PENLAND-SEPT-2021	10/18/2021	PAPER PLATES-NAPKINS-BOWLS	14.92
CARD CENTER	PENLAND-SEPT-2021	10/18/2021	SWIFFER	13.24
CARD CENTER	PENLAND-SEPT-2021	10/18/2021	ZIPLOCK BAG	5.92
CARD CENTER	PENLAND-SEPT-2021	10/18/2021	DAWN-TRASHBAGS-PAPER PLA...	59.57
CARD CENTER	PENLAND-SEPT-2021	10/18/2021	PLASTIC CUPS-TRASHBAGS	32.40
CARD CENTER	PENLAND-SEPT-2021	10/18/2021	GLOVES	14.97
CARD CENTER	PETERSON-SEPT- 2021	10/18/2021	WATER-SODA-LUNCH MEAT-B...	199.14
CARD CENTER	PETERSON-SEPT- 2021	10/18/2021	SODA-TOMATO-COFFEE	90.79
CARD CENTER	PETERSON-SEPT- 2021	10/18/2021	SOUP	19.70
CARD CENTER	PETERSON-SEPT- 2021	10/18/2021	GLOVES FOR FOOD	7.30
CARD CENTER	PETERSON-SEPT- 2021	10/18/2021	PAPER TOWELS-SWIFFER	41.58
CARD CENTER	PETERSON-SEPT- 2021	10/18/2021	PLEDGE-TIREFOAM	29.32
CARD CENTER	PETERSON-SEPT- 2021	10/18/2021	PLEDGE	7.08
CARD CENTER	YOUNGERS-SETP-21	10/18/2021	FERTILIZER	151.94
CARD CENTER	YOUNGERS-SETP-21	10/18/2021	SEED	349.95
CARD CENTER	YOUNGERS-SETP-21	10/18/2021	TOILETS OUTDOOR RESTROOMS	204.54
CARD CENTER	YOUNGERS-SETP-21	10/18/2021	PATIO FURNITURE	359.96
CARD CENTER	YOUNGERS-SETP-21	10/18/2021	ROPE	53.97
CARD CENTER	YOUNGERS-SETP-21	10/18/2021	CLENAING SUPPLIES	20.67
CARD CENTER	YOUNGERS-SETP-21	10/18/2021	NUTS-BOLTS	6.14
CARD CENTER	YOUNGERS-SETP-21	10/18/2021	SNAP RINGS-PLIERS	24.28
CARD CENTER	YOUNGERS-SETP-21	10/18/2021	BAG IN A BOX SODA	50.47
CARD CENTER	YOUNGERS-SETP-21	10/18/2021	ICE MACHINE INSTALL	940.92
CARD CENTER	YOUNGERS-SETP-21	10/18/2021	CONCRETE FOR THURST BLOCK	7.99
CARD CENTER	YOUNGERS-SETP-21	10/18/2021	FITTINGS PVC	72.12
Vendor 067805 - CARD CENTER Total:				5,300.03
Vendor: 00952 - CASH-WA DISTRIBUTING				
CASH-WA DISTRIBUTING	13119077	10/25/2021	FOOD FOR RESALE	518.84
Vendor 00952 - CASH-WA DISTRIBUTING Total:				518.84
Vendor: 017410 - CROWN DISTRIBUTORS, INC.				
CROWN DISTRIBUTORS, INC.	W-608272	10/25/2021	BEER FOR RESALE	321.95
Vendor 017410 - CROWN DISTRIBUTORS, INC. Total:				321.95
Vendor: 026399 - FLINT HILLS BEVERAGE LLC				
FLINT HILLS BEVERAGE LLC	668250	10/25/2021	BEER FOR RESALE	84.67
FLINT HILLS BEVERAGE LLC	669180	10/25/2021	BEER FOR RESALE	211.84
Vendor 026399 - FLINT HILLS BEVERAGE LLC Total:				296.51

Appropriations - Oct 13th, 2021 - Oct 27th, 2021-KH
Post Dates: 10/13/2021 - 10/27/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 02855 - FRONTIER SPIRITS				
FRONTIER SPIRITS	176-91521	10/25/2021	LIQUOR FOR RESALE	274.41
Vendor 02855 - FRONTIER SPIRITS Total:				274.41
Vendor: 00762 - KANSAS GOLF AND TURF				
KANSAS GOLF AND TURF	01-263494	10/25/2021	REELS FOR GREENS MOWERS	2,635.32
Vendor 00762 - KANSAS GOLF AND TURF Total:				2,635.32
Vendor: 020860 - MID KANSAS COOPERATIVE ASSOCIATION				
MID KANSAS COOPERATIVE AS...	MHB101005174	10/25/2021	FUEL FOR EQUIPMENT AND RE...	852.80
Vendor 020860 - MID KANSAS COOPERATIVE ASSOCIATION Total:				852.80
Vendor: 01369 - PROPANE CENTRAL				
PROPANE CENTRAL	U1716180	10/25/2021	PROPANE FOR HEATING	362.91
Vendor 01369 - PROPANE CENTRAL Total:				362.91
Vendor: 065640 - R & R PRODUCTS CO.				
R & R PRODUCTS CO.	CD2601076	10/25/2021	PARTS FOR MOWERS	847.90
Vendor 065640 - R & R PRODUCTS CO. Total:				847.90
Vendor: 03439 - SCHULTZ CONSTRUCTION, INC.				
SCHULTZ CONSTRUCTION, INC.	202116-01	10/20/2021	PAVILION, RMGC	50,845.45
Vendor 03439 - SCHULTZ CONSTRUCTION, INC. Total:				50,845.45
Vendor: 00970 - VERIZON WIRELESS				
VERIZON WIRELESS	9890548051-PR	10/18/2021	785-307-2045-GOLF-MAINTEN...	40.01
VERIZON WIRELESS	9890548051-PR	10/18/2021	316-304-2546-GOLF-YOUNGERS	46.48
Vendor 00970 - VERIZON WIRELESS Total:				86.49
Department 017 - ROLLING MEADOWS GOLF COURSE Total:				63,554.13
Department: 018 - EMERGENCY MEDICAL SERVICES				
Vendor: 00214 - BARTON COUNTY COMMUNITY COLLEGE				
BARTON COUNTY COMMUNITY...	FA07896	10/21/2021	AEMT TRAINING/MAZZARA	1,646.58
Vendor 00214 - BARTON COUNTY COMMUNITY COLLEGE Total:				1,646.58
Vendor: 02444 - BOUND TREE MEDICAL, LLC				
BOUND TREE MEDICAL, LLC	84251848	10/21/2021	MEDICAL SUPPLIES	1,560.06
BOUND TREE MEDICAL, LLC	84255278	10/21/2021	BATTERY PACKS/ZOLL AED PROS..	3,049.90
Vendor 02444 - BOUND TREE MEDICAL, LLC Total:				4,609.96
Vendor: 03042 - CATLETT AUTOMOTIVE, INC.				
CATLETT AUTOMOTIVE, INC.	468444	10/21/2021	ELECTRONIC BRAKE HARNESS C...	26.06
Vendor 03042 - CATLETT AUTOMOTIVE, INC. Total:				26.06
Department 018 - EMERGENCY MEDICAL SERVICES Total:				6,282.60
Department: 019 - ANIMAL SHELTER				
Vendor: 043802 - EVERGY				
EVERGY	SEPT 2021-AS	10/13/2021	SEPT 2021- ANIMAL SHELTER	459.57
Vendor 043802 - EVERGY Total:				459.57
Vendor: 03272 - IDEXX DISTRIBUTION, INC.				
IDEXX DISTRIBUTION, INC.	3094298419	10/25/2021	3094298419-SNAP FIV/FelV Co...	419.70
Vendor 03272 - IDEXX DISTRIBUTION, INC. Total:				419.70
Vendor: 043271 - KANSAS GAS SERVICE				
KANSAS GAS SERVICE	SEPT 2021-AS	10/18/2021	SEPT 2021 - ANIMAL SHELTER	68.75
Vendor 043271 - KANSAS GAS SERVICE Total:				68.75
Vendor: 02526 - KANSAS STATE UNIVERSITY-KSVDL				
KANSAS STATE UNIVERSITY-KS...	D21 065757	10/21/2021	D21-065757-Rabies Fa Brain Tis...	61.00
Vendor 02526 - KANSAS STATE UNIVERSITY-KSVDL Total:				61.00
Vendor: 03277 - ZOETIS US LLC				
ZOETIS US LLC	9014521003	10/25/2021	9014521003-Vanguard Feline	127.50
ZOETIS US LLC	9014622958	10/25/2021	9014622958-Vanguard Feline	127.50
Vendor 03277 - ZOETIS US LLC Total:				255.00
Department 019 - ANIMAL SHELTER Total:				1,264.02

Appropriations - Oct 13th, 2021 - Oct 27th, 2021-KH
Post Dates: 10/13/2021 - 10/27/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Department: 020 - PLANNING & ZONING				
Vendor: 028320 - GEARY COUNTY TREASURER				
GEARY COUNTY TREASURER	20211224	10/22/2021	PLANNER SALARY/BENEFITS - 4...	5,935.50
Vendor 028320 - GEARY COUNTY TREASURER Total:				5,935.50
Department 020 - PLANNING & ZONING Total:				5,935.50
Department: 023 - LAW ENFORCEMENT DEPARTMENT				
Vendor: 009842 - BUD'S WRECKER SERVICE				
BUD'S WRECKER SERVICE	75817	10/21/2021	75817-Tow-Case#21-21508-Bla...	100.00
Vendor 009842 - BUD'S WRECKER SERVICE Total:				100.00
Vendor: 01787 - CELLEBRITE USA, INC.				
CELLEBRITE USA, INC.	INVUS235005	10/13/2021	Pathfinder Lic. Renewal-09/08/...	2,500.00
Vendor 01787 - CELLEBRITE USA, INC. Total:				2,500.00
Vendor: 028260 - GEARY COMMUNITY HOSPITAL				
GEARY COMMUNITY HOSPITAL	0001859192 0001	10/21/2021	001859192-0001-Prisoner-Payn...	43.61
Vendor 028260 - GEARY COMMUNITY HOSPITAL Total:				43.61
Vendor: 03399 - HONOR SCREENPRINTING & EMBROIDERY LLC				
HONOR SCREENPRINTING & E...	1585	10/13/2021	60 Flexfit Twill Caps W/JCPD Ba...	1,121.00
Vendor 03399 - HONOR SCREENPRINTING & EMBROIDERY LLC Total:				1,121.00
Vendor: 015300 - KA-COMM				
KA-COMM	181231	10/21/2021	181231-Changed ANI radio id t...	415.75
KA-COMM	181429	10/21/2021	181429-October 2021-Service C...	377.00
Vendor 015300 - KA-COMM Total:				792.75
Vendor: 01167 - STAPLES ADVANTAGE				
STAPLES ADVANTAGE	3489653865	10/22/2021	3489653865-SuperGlue	3.46
STAPLES ADVANTAGE	3489653865	10/22/2021	3489653865-HP 90A Toner-Dis...	135.23
Vendor 01167 - STAPLES ADVANTAGE Total:				138.69
Vendor: 00970 - VERIZON WIRELESS				
VERIZON WIRELESS	JCPD October 2021	10/20/2021	JCPD-October 2021 (Cell)	1,807.56
Vendor 00970 - VERIZON WIRELESS Total:				1,807.56
Vendor: 01015 - WALSH CUSTOMS & COLLISION				
WALSH CUSTOMS & COLLISION	2607	10/21/2021	2607-Unit206-Front bumper co...	1,147.80
Vendor 01015 - WALSH CUSTOMS & COLLISION Total:				1,147.80
Vendor: 01345 - WOODRIVER ENERGY LLC				
WOODRIVER ENERGY LLC	260135	10/13/2021	JCPD-210 E 9TH	3.73
WOODRIVER ENERGY LLC	260135	10/13/2021	JCPD-WAREHOUSE--312 E 9TH	7.46
Vendor 01345 - WOODRIVER ENERGY LLC Total:				11.19
Department 023 - LAW ENFORCEMENT DEPARTMENT Total:				7,662.60
Department: 024 - FIRE DEPARTMENT				
Vendor: 03042 - CATLETT AUTOMOTIVE, INC.				
CATLETT AUTOMOTIVE, INC.	467395	10/21/2021	BEAM BLADES/540	34.98
CATLETT AUTOMOTIVE, INC.	467766	10/21/2021	HONDA GENERATOR/PUMP TRA...	750.00
CATLETT AUTOMOTIVE, INC.	468042	10/21/2021	FROST PLUG HEATER/STN 2 GE...	27.23
CATLETT AUTOMOTIVE, INC.	468238	10/21/2021	BATTERIES/543	272.96
Vendor 03042 - CATLETT AUTOMOTIVE, INC. Total:				1,085.17
Vendor: 01267 - FELD FIRE				
FELD FIRE	0394349-IN	10/21/2021	SCBA AIRPACK CYLINDERS	6,750.00
Vendor 01267 - FELD FIRE Total:				6,750.00
Vendor: 043271 - KANSAS GAS SERVICE				
KANSAS GAS SERVICE	SEPT 2021	10/22/2021	2245 LACY DR-FIRE	120.69
Vendor 043271 - KANSAS GAS SERVICE Total:				120.69
Vendor: 076635 - THERMAL COMFORT AIR, INC				
THERMAL COMFORT AIR, INC	178071	10/21/2021	REPAIR A/C NORTHEAST OFFICE...	573.57
THERMAL COMFORT AIR, INC	178071	10/21/2021	REPAIR A/C NORTHEAST OFFICE...	357.50
Vendor 076635 - THERMAL COMFORT AIR, INC Total:				931.07

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 083056 - WEIS FIRE AND SAFETY EQUIPMENT LLC				
WEIS FIRE AND SAFETY EQUIP...	185558	10/21/2021	PUMP TEST CERTIFICATIONS	1,195.00
Vendor 083056 - WEIS FIRE AND SAFETY EQUIPMENT LLC Total:				1,195.00
Department 024 - FIRE DEPARTMENT Total:				10,081.93
Department: 025 - STREET DEPARTMENT				
Vendor: 01581 - APAC KANSAS, INC.				
APAC KANSAS, INC.	8001850448	10/20/2021	UPM COLD MIX FOR STREET MA...	3,951.00
Vendor 01581 - APAC KANSAS, INC. Total:				3,951.00
Vendor: 006660 - BAYER CONSTRUCTION CO.				
BAYER CONSTRUCTION CO.	A20D0194.2	10/25/2021	2021 STREET MAINTENANCE	731,843.46
Vendor 006660 - BAYER CONSTRUCTION CO. Total:				731,843.46
Vendor: 03042 - CATLETT AUTOMOTIVE, INC.				
CATLETT AUTOMOTIVE, INC.	466760	10/21/2021	WHEEL BEARING SUPPLIES FOR ...	273.68
CATLETT AUTOMOTIVE, INC.	467356	10/21/2021	VACUUM CAP AND WRENCH SE...	14.42
CATLETT AUTOMOTIVE, INC.	467364	10/21/2021	SPARKPLUG AND PLUG WIRE SE...	28.62
CATLETT AUTOMOTIVE, INC.	467377	10/21/2021	MAXI TRAC INVERTER FOR FLEET	269.70
CATLETT AUTOMOTIVE, INC.	467442	10/21/2021	TOOLBOX FOR #402	150.00
CATLETT AUTOMOTIVE, INC.	467443	10/21/2021	EXO BURR TOOL FOR FLEET TO...	25.00
CATLETT AUTOMOTIVE, INC.	467841	10/21/2021	FUNNELS FOR FLEET SHOP	19.99
CATLETT AUTOMOTIVE, INC.	467910	10/21/2021	ELECTRICAL CONNECTOR FOR F...	8.10
CATLETT AUTOMOTIVE, INC.	467922	10/21/2021	NYLON LIFTING SLINGS FOR STR...	158.29
CATLETT AUTOMOTIVE, INC.	468306	10/21/2021	OIL FILTER FOR FLEET STOCK	17.72
CATLETT AUTOMOTIVE, INC.	468422	10/21/2021	NUT DRIVER AND PIPE WRENCH...	90.22
Vendor 03042 - CATLETT AUTOMOTIVE, INC. Total:				1,055.74
Vendor: 062634 - CRAFTCO, INC.				
CRAFTCO, INC.	9402570535	10/13/2021	10PL WHITE PAINT	1,008.40
Vendor 062634 - CRAFTCO, INC. Total:				1,008.40
Vendor: 018500 - DAVE'S ELECTRIC, INC.				
DAVE'S ELECTRIC, INC.	2021307	10/20/2021	LIFE STAR- JC AIRPORT	370.28
DAVE'S ELECTRIC, INC.	2021331	10/20/2021	OCTOBER GENERATOR CHECKS	300.00
DAVE'S ELECTRIC, INC.	2021338	10/26/2021	18TH ST SCHOOL ZONE LIGHTS	120.00
DAVE'S ELECTRIC, INC.	2021339	10/26/2021	MISC TRAFFIC LIGHTS INSPECTI...	420.00
DAVE'S ELECTRIC, INC.	2021343	10/26/2021	MISC WASHINGTON ST LIGHT	120.00
Vendor 018500 - DAVE'S ELECTRIC, INC. Total:				1,330.28
Vendor: 043802 - EVERGY				
EVERGY	SEPT 2021-1204 W 8	10/18/2021	1204 W 8TH ST-SEPT 2021	35.64
Vendor 043802 - EVERGY Total:				35.64
Vendor: 03127 - EXPRESS SERVICES INC.				
EXPRESS SERVICES INC.	25822482	10/15/2021	EXPRESS EMPLOYEE PAY FOR W...	1,073.03
EXPRESS SERVICES INC.	26143972	10/20/2021	EXPRESS EMPLOYEE PAY WEEK ...	678.90
EXPRESS SERVICES INC.	26170388	10/22/2021	EXPRESS PAY FOR WEEK OF 10/...	822.12
Vendor 03127 - EXPRESS SERVICES INC. Total:				2,574.05
Vendor: 02138 - FACTORY MOTOR PARTS				
FACTORY MOTOR PARTS	8-Z15641	10/21/2021	BATTERY STOCK FOR FLEET	170.80
FACTORY MOTOR PARTS	8-Z15746	10/21/2021	BATTERY FOR FLEET STOCK	28.95
Vendor 02138 - FACTORY MOTOR PARTS Total:				199.75
Vendor: 027480 - GADES SALES CO.				
GADES SALES CO.	0081751-IN	10/13/2021	8 TRAFFIC BATTERIES &FXM1100	3,246.00
GADES SALES CO.	0081830-IN	10/21/2021	30 FILTERS FOR TRAFFIC	177.18
Vendor 027480 - GADES SALES CO. Total:				3,423.18
Vendor: 043271 - KANSAS GAS SERVICE				
KANSAS GAS SERVICE	SEPT 2021	10/22/2021	2324 1/2 N JACKSON	37.45
Vendor 043271 - KANSAS GAS SERVICE Total:				37.45
Vendor: 055098 - M & L SERVICE LLC				
M & L SERVICE LLC	29498	10/20/2021	REPAIR TOILET IN MENS BATHR...	24.84
Vendor 055098 - M & L SERVICE LLC Total:				24.84

Appropriations - Oct 13th, 2021 - Oct 27th, 2021-KH
Post Dates: 10/13/2021 - 10/27/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 01514 - MIDWEST CONCRETE MATERIALS				
MIDWEST CONCRETE MATERIA...	554040	10/13/2021	8 SACK CONCRETE FOR 1209 N ...	1,210.50
MIDWEST CONCRETE MATERIA...	554210	10/13/2021	4000# A/E FOR 1209 N PERRY S...	1,422.00
MIDWEST CONCRETE MATERIA...	554608	10/13/2021	4000# A/E FOR 1209 N PERRY S...	1,659.00
MIDWEST CONCRETE MATERIA...	555166	10/13/2021	SHORT LOAD AND 4000#A/E FO...	1,556.25
Vendor 01514 - MIDWEST CONCRETE MATERIALS Total:				5,847.75
Vendor: 02363 - PENN ENTERPRISES				
PENN ENTERPRISES	09-2021	10/20/2021	RUG AND RAG CLEANING FOR ...	16.88
Vendor 02363 - PENN ENTERPRISES Total:				16.88
Vendor: 02699 - PETROCHOICE HOLDINGS INC				
PETROCHOICE HOLDINGS INC	11595038	10/21/2021	STOCK OILS FOR FLEET SHOP	304.24
Vendor 02699 - PETROCHOICE HOLDINGS INC Total:				304.24
Vendor: 01850 - TLC MOBILE SERVICES				
TLC MOBILE SERVICES	14088	10/21/2021	TOWING FOR #623	100.00
Vendor 01850 - TLC MOBILE SERVICES Total:				100.00
Vendor: 03081 - VALOR FORD INC				
VALOR FORD INC	6005859	10/21/2021	BRAKE PARTS FOR #613	593.34
Vendor 03081 - VALOR FORD INC Total:				593.34
Vendor: 00970 - VERIZON WIRELESS				
VERIZON WIRELESS	9890548051-P/W	10/18/2021	JC TABLET 473-6377	40.01
VERIZON WIRELESS	9890548051-P/W	10/18/2021	IBARRA-223-1232	41.48
VERIZON WIRELESS	9890548051-P/W	10/18/2021	LEWIS-761-5415	41.48
VERIZON WIRELESS	9890548051-P/W	10/18/2021	J BERGMANN 761-6813	41.48
VERIZON WIRELESS	9890548051-P/W	10/18/2021	ROETHER-375-8899	41.48
VERIZON WIRELESS	9890548051-P/W	10/18/2021	ZISHKA STREETS-492-2211	40.01
VERIZON WIRELESS	9890548051-P/W	10/18/2021	ON CALL-223-1508	24.30
VERIZON WIRELESS	9890548051-P/W	10/18/2021	STREET 3-761-5218	24.30
VERIZON WIRELESS	9890548051-P/W	10/18/2021	HORN-761-5254	24.30
VERIZON WIRELESS	9890548051-P/W	10/18/2021	HALL-761-5396	24.30
VERIZON WIRELESS	9890548051-P/W	10/18/2021	TENORIO-761-5450	24.30
VERIZON WIRELESS	9890548051-P/W	10/18/2021	STREET CREW-492-2184	40.01
VERIZON WIRELESS	9890548051-P/W	10/18/2021	SAMSUNG TAB A1-492-2335	40.01
VERIZON WIRELESS	9890548051-P/W	10/18/2021	SAMSUNG TAB A2-492-2338	40.01
VERIZON WIRELESS	9890548051-P/W	10/18/2021	UTILITY 1-223-1241	24.30
VERIZON WIRELESS	9890548051-P/W	10/18/2021	JC TABLET 473-6099	40.01
VERIZON WIRELESS	9890548051-P/W	10/18/2021	JC STREETS 761-6091	40.01
VERIZON WIRELESS	9890548051-P/W	10/18/2021	JC STREETS 1 761-6272	40.01
VERIZON WIRELESS	9890548051-P/W	10/18/2021	GAGER FLEET-492-2616	40.01
Vendor 00970 - VERIZON WIRELESS Total:				671.81
Department 025 - STREET DEPARTMENT Total:				753,017.81
Department: 029 - LEGAL DEPARTMENT				
Vendor: 00970 - VERIZON WIRELESS				
VERIZON WIRELESS	9890548051	10/18/2021	785-307-0016--CITY PROSECUT...	41.48
Vendor 00970 - VERIZON WIRELESS Total:				41.48
Department 029 - LEGAL DEPARTMENT Total:				41.48
Department: 030 - MUNICIPAL COURT				
Vendor: 03447 - JAMES D JONES				
JAMES D JONES	2019-00005574	10/22/2021	BOND REFUND 2019-00005574 ..	250.00
Vendor 03447 - JAMES D JONES Total:				250.00
Vendor: 03443 - JOSEPH T MANNING JR				
JOSEPH T MANNING JR	2021-00012049	10/13/2021	BOND REFUND - 2021-0001204...	175.00
Vendor 03443 - JOSEPH T MANNING JR Total:				175.00
Vendor: 043271 - KANSAS GAS SERVICE				
KANSAS GAS SERVICE	SEPT 2021-CT	10/18/2021	701 N JEFFERSON- SEPT 2021	43.75
Vendor 043271 - KANSAS GAS SERVICE Total:				43.75

Appropriations - Oct 13th, 2021 - Oct 27th, 2021-KH
Post Dates: 10/13/2021 - 10/27/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 03107 - MICHAEL P. HINKIN ATTORNEY-AT-LAW, LLC				
MICHAEL P. HINKIN ATTORNEY-... NOV 2021-1		10/22/2021	TWICE MONTHLY- NOV 2021-1	2,333.00
Vendor 03107 - MICHAEL P. HINKIN ATTORNEY-AT-LAW, LLC Total:				2,333.00
Department 030 - MUNICIPAL COURT Total:				2,801.75
Department: 040 - C.L. HOOVER OPERA HOUSE				
Vendor: 043802 - EVERGY				
EVERGY	SEPT2021-OP	10/18/2021	135 W 7TH-SEPT 2021(OPERA)	2,881.67
Vendor 043802 - EVERGY Total:				2,881.67
Department 040 - C.L. HOOVER OPERA HOUSE Total:				2,881.67
Department: 048 - RECREATION DEPARTMENT				
Vendor: 067805 - CARD CENTER				
CARD CENTER	AGUILAR, SEPT 2021	10/14/2021	MENARDS, CEILING TILES	121.40
CARD CENTER	AGUILAR, SEPT 2021	10/14/2021	PADLOCK	10.88
CARD CENTER	GRAY, SEPT 2021	10/14/2021	WALMART, MARIO KART TOUR...	49.88
Vendor 067805 - CARD CENTER Total:				182.16
Vendor: 043271 - KANSAS GAS SERVICE				
KANSAS GAS SERVICE	SEPT 2021	10/22/2021	1002 W 12TH	75.17
Vendor 043271 - KANSAS GAS SERVICE Total:				75.17
Vendor: 00970 - VERIZON WIRELESS				
VERIZON WIRELESS	9890548051-PR	10/18/2021	3067 REC MGR SWIHART	41.48
Vendor 00970 - VERIZON WIRELESS Total:				41.48
Department 048 - RECREATION DEPARTMENT Total:				298.81
Fund 001 - GENERAL FUND Total:				1,112,438.88
Fund: 014 - WATER UTILITY FUND				
Department: 000 - NON-DEPARTMENTAL				
Vendor: 043380 - ADVANCE LIFE INSURANCE				
ADVANCE LIFE INSURANCE	INV0022147	10/22/2021	CITY OF JC EMPLOYER PD LIFE	12.79
ADVANCE LIFE INSURANCE	INV0022148	10/22/2021	ADVANCE LIFE INSURANCE BEF...	38.37
Vendor 043380 - ADVANCE LIFE INSURANCE Total:				51.16
Vendor: 03161 - ADVANCE SHORT TERM DISABILITY				
ADVANCE SHORT TERM DISABIL...INV0022188		10/22/2021	CITY OF JC EMPLOYER PAID STD	29.44
Vendor 03161 - ADVANCE SHORT TERM DISABILITY Total:				29.44
Vendor: 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY				
AMERICAN FAMILY LIFE ASSUR... INV0022149		10/22/2021	AFLAC	18.61
AMERICAN FAMILY LIFE ASSUR... INV0022150		10/22/2021	AFLAC BEFORE TAX	27.99
AMERICAN FAMILY LIFE ASSUR... INV0022191		10/22/2021	VSP Vision Insurance Pre-Tax	38.93
Vendor 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY Total:				85.53
Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC				
BLUE CROSS BLUE SHIELD OF KS ..INV0022153		10/22/2021	BLUE CROSS BLUE SHIELD	79.85
BLUE CROSS BLUE SHIELD OF KS ..INV0022154		10/22/2021	BLUE CROSS BLUE SHIELD	31.34
BLUE CROSS BLUE SHIELD OF KS ..INV0022155		10/22/2021	BLUE CROSS BLUE SHIELD	106.20
BLUE CROSS BLUE SHIELD OF KS ..INV0022156		10/22/2021	BLUE CROSS BLUE SHIELD	219.06
BLUE CROSS BLUE SHIELD OF KS ..INV0022157		10/22/2021	BLUE CROSS BLUE SHIELD	262.85
BLUE CROSS BLUE SHIELD OF KS ..INV0022158		10/22/2021	BLUE CROSS BLUE SHIELD	85.95
BLUE CROSS BLUE SHIELD OF KS ..INV0022159		10/22/2021	BLUE CROSS BLUE SHIELD	209.49
BLUE CROSS BLUE SHIELD OF KS ..INV0022160		10/22/2021	BLUE CROSS BLUE SHIELD	37.87
BLUE CROSS BLUE SHIELD OF KS ..INV0022161		10/22/2021	BLUE CROSS BLUE SHIELD	198.73
BLUE CROSS BLUE SHIELD OF KS ..INV0022162		10/22/2021	BLUE CROSS BLUE SHIELD	52.29
BLUE CROSS BLUE SHIELD OF KS ..INV0022165		10/22/2021	BLUE CROSS BLUE SHIELD	467.32
BLUE CROSS BLUE SHIELD OF KS ..INV0022166		10/22/2021	BLUE CROSS BLUE SHIELD	64.07
BLUE CROSS BLUE SHIELD OF KS ..INV0022167		10/22/2021	BLUE CROSS BLUE SHIELD	45.44
Vendor 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total:				1,860.46
Vendor: 044005 - CITY OF JC FLEX SPENDING ACCT 1074334				
CITY OF JC FLEX SPENDING ACCT..INV0022173		10/22/2021	FLEX SPENDING-1074334	115.73
Vendor 044005 - CITY OF JC FLEX SPENDING ACCT 1074334 Total:				115.73

Appropriations - Oct 13th, 2021 - Oct 27th, 2021-KH
Post Dates: 10/13/2021 - 10/27/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 012130 - CITY OF JUNCTION CITY				
CITY OF JUNCTION CITY	INV0022187	10/22/2021	TELEPHONE REIMBURSEMENT	21.88
Vendor 012130 - CITY OF JUNCTION CITY Total:				21.88
Vendor: 050188 - FLEXIBLE SPENDING ACCOUNT #1074334				
FLEXIBLE SPENDING ACCOUNT ...	INV0022169	10/22/2021	DEPENDENT CARE ACCT 10743...	66.67
Vendor 050188 - FLEXIBLE SPENDING ACCOUNT #1074334 Total:				66.67
Vendor: 01944 - GREAT WEST FINANCIAL				
GREAT WEST FINANCIAL	INV0022182	10/22/2021	GREAT WEST FINANCIAL	421.00
GREAT WEST FINANCIAL	INV0022186	10/22/2021	GREAT WEST FINANCIAL	5.01
Vendor 01944 - GREAT WEST FINANCIAL Total:				426.01
Vendor: 001010 - INTERNAL REVENUE SERVICE				
INTERNAL REVENUE SERVICE	INV0022193	10/22/2021	SOCIAL SECURITY WITHHOLDING	1,815.50
INTERNAL REVENUE SERVICE	INV0022194	10/22/2021	FEDERAL WITHHOLDING	1,059.25
INTERNAL REVENUE SERVICE	INV0022195	10/22/2021	MEDICARE WITHHOLDING	424.68
Vendor 001010 - INTERNAL REVENUE SERVICE Total:				3,299.43
Vendor: 042540 - KANSAS DEPT OF REVENUE				
KANSAS DEPT OF REVENUE	INV0022192	10/22/2021	STATE WITHHOLDING	495.96
Vendor 042540 - KANSAS DEPT OF REVENUE Total:				495.96
Vendor: 043859 - KANSAS PUBLIC EMPLOYEES				
KANSAS PUBLIC EMPLOYEES	CM0000683	10/22/2021	KPERS #3	-26.02
KANSAS PUBLIC EMPLOYEES	INV0022179	10/22/2021	KPERS #1	571.53
KANSAS PUBLIC EMPLOYEES	INV0022180	10/22/2021	KPERS #2	365.32
KANSAS PUBLIC EMPLOYEES	INV0022181	10/22/2021	KPERS #3	1,208.61
Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:				2,119.44
Vendor: 067881 - ROLLING MEADOWS GOLF COURSE				
ROLLING MEADOWS GOLF COU...	INV0022175	10/22/2021	ROLLING MEADOWS GOLF COU...	4.79
Vendor 067881 - ROLLING MEADOWS GOLF COURSE Total:				4.79
Vendor: 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY				
UNITED WAY OF JUNCTION CITY...	INV0022190	10/22/2021	UNITED WAY	5.51
Vendor 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY Total:				5.51
Department 000 - NON-DEPARTMENTAL Total:				8,582.01
Department: 010 - PARKS DEPARTMENT				
Vendor: 042901 - WATER PROTECTION FEE/CLEAN DRINKING FEE				
WATER PROTECTION FEE/CLEAN..3RD QTR-2021		10/22/2021	3th QTR - 2021 - WPF	7,928.14
Vendor 042901 - WATER PROTECTION FEE/CLEAN DRINKING FEE Total:				7,928.14
Department 010 - PARKS DEPARTMENT Total:				7,928.14
Department: 532 - WATER DISTRIBUTION SYSTEM				
Vendor: 03042 - CATLETT AUTOMOTIVE, INC.				
CATLETT AUTOMOTIVE, INC.	467356	10/21/2021	VACUUM CAP AND WRENCH SE...	14.42
CATLETT AUTOMOTIVE, INC.	467364	10/21/2021	SPARKPLUG AND PLUG WIRE SE...	28.62
CATLETT AUTOMOTIVE, INC.	467377	10/21/2021	MAXI TRAC INVERTER FOR FLEET	224.75
CATLETT AUTOMOTIVE, INC.	467442	10/21/2021	TOOLBOX FOR #402	150.00
CATLETT AUTOMOTIVE, INC.	467443	10/21/2021	EXO BURR TOOL FOR FLEET TO...	25.00
CATLETT AUTOMOTIVE, INC.	467812	10/21/2021	ENGINE COOLING SYSTEM #647	8.62
CATLETT AUTOMOTIVE, INC.	467825	10/21/2021	ENGINE COOLING SYSTEM FOR ...	8.10
CATLETT AUTOMOTIVE, INC.	467841	10/21/2021	FUNNELS FOR FLEET SHOP	19.99
CATLETT AUTOMOTIVE, INC.	467910	10/21/2021	ELECTRICAL CONNECTOR FOR F...	8.10
CATLETT AUTOMOTIVE, INC.	468306	10/21/2021	OIL FILTER FOR FLEET STOCK	11.08
Vendor 03042 - CATLETT AUTOMOTIVE, INC. Total:				498.68
Vendor: 02138 - FACTORY MOTOR PARTS				
FACTORY MOTOR PARTS	8-Z15641	10/21/2021	BATTERY STOCK FOR FLEET	170.80
FACTORY MOTOR PARTS	8-Z15746	10/21/2021	BATTERY FOR FLEET STOCK	24.12
Vendor 02138 - FACTORY MOTOR PARTS Total:				194.92
Vendor: 055098 - M & L SERVICE LLC				
M & L SERVICE LLC	29498	10/20/2021	REPAIR TOILET IN MENS BATHR...	24.84
Vendor 055098 - M & L SERVICE LLC Total:				24.84

Appropriations - Oct 13th, 2021 - Oct 27th, 2021-KH
Post Dates: 10/13/2021 - 10/27/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 02363 - PENN ENTERPRISES				
PENN ENTERPRISES	09-2021	10/20/2021	RUG AND RAG CLEANING FOR ...	16.88
Vendor 02363 - PENN ENTERPRISES Total:				16.88
Vendor: 02699 - PETROCHOICE HOLDINGS INC				
PETROCHOICE HOLDINGS INC	11595038	10/21/2021	STOCK OILS FOR FLEET SHOP	152.12
Vendor 02699 - PETROCHOICE HOLDINGS INC Total:				152.12
Vendor: 069498 - SALINA SUPPLY COMPANY				
SALINA SUPPLY COMPANY	S100203747.005	10/13/2021	BRASS FITTINGS FOR WATER DI...	2,018.02
Vendor 069498 - SALINA SUPPLY COMPANY Total:				2,018.02
Vendor: 00970 - VERIZON WIRELESS				
VERIZON WIRELESS	9890548051-P/W	10/18/2021	HAYHURST-761-5293	24.30
VERIZON WIRELESS	9890548051-P/W	10/18/2021	STREET 5-761-5283	24.30
VERIZON WIRELESS	9890548051-P/W	10/18/2021	UTILITY 5-761-5237	24.30
VERIZON WIRELESS	9890548051-P/W	10/18/2021	SAMSUNG TAB A5-210-4887	40.01
VERIZON WIRELESS	9890548051-P/W	10/18/2021	TABLETS FOR METER READERS-...	40.01
VERIZON WIRELESS	9890548051-P/W	10/18/2021	NEW LINE-761-5094	24.30
VERIZON WIRELESS	9890548051-P/W	10/18/2021	TABLETS FOR METER READERS-...	40.01
Vendor 00970 - VERIZON WIRELESS Total:				217.23
Department 532 - WATER DISTRIBUTION SYSTEM Total:				3,122.69
Department: 534 - WATER ADMINISTRATION				
Vendor: 01516 - COLLECTION BUREAU OF KANSAS INC				
COLLECTION BUREAU OF KANS...	7926	10/13/2021	WATER/-SEPT 2021 COL FEE	203.40
Vendor 01516 - COLLECTION BUREAU OF KANSAS INC Total:				203.40
Vendor: 03270 - IMAGEQUEST INC.				
IMAGEQUEST INC.	IN3045164	10/20/2021	Customer Service Copier Overa...	10.18
Vendor 03270 - IMAGEQUEST INC. Total:				10.18
Vendor: 043271 - KANSAS GAS SERVICE				
KANSAS GAS SERVICE	SEPT 2021	10/22/2021	900 W SPRUCE	32.05
KANSAS GAS SERVICE	SEPT 2021	10/22/2021	2232 W ASH TOWER	32.05
Vendor 043271 - KANSAS GAS SERVICE Total:				64.10
Vendor: 01414 - TYLER TECHNOLOGIES, INC				
TYLER TECHNOLOGIES, INC	025-352006	10/19/2021	INSITE TRANSACTION FEES	4,664.58
Vendor 01414 - TYLER TECHNOLOGIES, INC Total:				4,664.58
Vendor: 00970 - VERIZON WIRELESS				
VERIZON WIRELESS	9890548051	10/18/2021	785-307-4403-JUNCTION CITY ...	40.01
VERIZON WIRELESS	9890548051	10/18/2021	785-307-7019--JUNCTION CITY ...	40.01
Vendor 00970 - VERIZON WIRELESS Total:				80.02
Vendor: 042901 - WATER PROTECTION FEE/CLEAN DRINKING FEE				
WATER PROTECTION FEE/CLEAN..3RD QTR-2021		10/22/2021	3th QTR - 2021 - WPF - Clean Dr...	7,432.64
Vendor 042901 - WATER PROTECTION FEE/CLEAN DRINKING FEE Total:				7,432.64
Department 534 - WATER ADMINISTRATION Total:				12,454.92
Fund 014 - WATER UTILITY FUND Total:				32,087.76
Fund: 015 - WASTEWATER UTILITY FUND				
Department: 000 - NON-DEPARTMENTAL				
Vendor: 043380 - ADVANCE LIFE INSURANCE				
ADVANCE LIFE INSURANCE	INV0022147	10/22/2021	CITY OF JC EMPLOYER PD LIFE	13.27
ADVANCE LIFE INSURANCE	INV0022148	10/22/2021	ADVANCE LIFE INSURANCE BEF...	38.37
Vendor 043380 - ADVANCE LIFE INSURANCE Total:				51.64
Vendor: 03161 - ADVANCE SHORT TERM DISABILITY				
ADVANCE SHORT TERM DISABIL....INV0022188		10/22/2021	CITY OF JC EMPLOYER PAID STD	30.48
Vendor 03161 - ADVANCE SHORT TERM DISABILITY Total:				30.48
Vendor: 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY				
AMERICAN FAMILY LIFE ASSUR...	INV0022149	10/22/2021	AFLAC	18.61
AMERICAN FAMILY LIFE ASSUR...	INV0022150	10/22/2021	AFLAC BEFORE TAX	27.99

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
AMERICAN FAMILY LIFE ASSUR...	INV0022191	10/22/2021	VSP Vision Insurance Pre-Tax	42.15
Vendor 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY Total:				88.75
Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC				
BLUE CROSS BLUE SHIELD OF KS ..	INV0022153	10/22/2021	BLUE CROSS BLUE SHIELD	79.85
BLUE CROSS BLUE SHIELD OF KS ..	INV0022154	10/22/2021	BLUE CROSS BLUE SHIELD	19.48
BLUE CROSS BLUE SHIELD OF KS ..	INV0022155	10/22/2021	BLUE CROSS BLUE SHIELD	106.20
BLUE CROSS BLUE SHIELD OF KS ..	INV0022156	10/22/2021	BLUE CROSS BLUE SHIELD	219.03
BLUE CROSS BLUE SHIELD OF KS ..	INV0022157	10/22/2021	BLUE CROSS BLUE SHIELD	262.85
BLUE CROSS BLUE SHIELD OF KS ..	INV0022158	10/22/2021	BLUE CROSS BLUE SHIELD	89.59
BLUE CROSS BLUE SHIELD OF KS ..	INV0022159	10/22/2021	BLUE CROSS BLUE SHIELD	234.70
BLUE CROSS BLUE SHIELD OF KS ..	INV0022160	10/22/2021	BLUE CROSS BLUE SHIELD	37.87
BLUE CROSS BLUE SHIELD OF KS ..	INV0022161	10/22/2021	BLUE CROSS BLUE SHIELD	219.59
BLUE CROSS BLUE SHIELD OF KS ..	INV0022162	10/22/2021	BLUE CROSS BLUE SHIELD	52.29
BLUE CROSS BLUE SHIELD OF KS ..	INV0022165	10/22/2021	BLUE CROSS BLUE SHIELD	467.30
BLUE CROSS BLUE SHIELD OF KS ..	INV0022166	10/22/2021	BLUE CROSS BLUE SHIELD	64.03
BLUE CROSS BLUE SHIELD OF KS ..	INV0022167	10/22/2021	BLUE CROSS BLUE SHIELD	54.01
Vendor 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total:				1,906.79
Vendor: 044005 - CITY OF JC FLEX SPENDING ACCT 1074334				
CITY OF JC FLEX SPENDING ACCT..	INV0022173	10/22/2021	FLEX SPENDING-1074334	115.71
Vendor 044005 - CITY OF JC FLEX SPENDING ACCT 1074334 Total:				115.71
Vendor: 012130 - CITY OF JUNCTION CITY				
CITY OF JUNCTION CITY	INV0022187	10/22/2021	TELEPHONE REIMBURSEMENT	21.88
Vendor 012130 - CITY OF JUNCTION CITY Total:				21.88
Vendor: 050188 - FLEXIBLE SPENDING ACCOUNT #1074334				
FLEXIBLE SPENDING ACCOUNT ...	INV0022169	10/22/2021	DEPENDENT CARE ACCT 10743...	66.67
Vendor 050188 - FLEXIBLE SPENDING ACCOUNT #1074334 Total:				66.67
Vendor: 01944 - GREAT WEST FINANCIAL				
GREAT WEST FINANCIAL	INV0022182	10/22/2021	GREAT WEST FINANCIAL	427.50
GREAT WEST FINANCIAL	INV0022186	10/22/2021	GREAT WEST FINANCIAL	5.01
Vendor 01944 - GREAT WEST FINANCIAL Total:				432.51
Vendor: 001010 - INTERNAL REVENUE SERVICE				
INTERNAL REVENUE SERVICE	INV0022193	10/22/2021	SOCIAL SECURITY WITHHOLDING	1,875.20
INTERNAL REVENUE SERVICE	INV0022194	10/22/2021	FEDERAL WITHHOLDING	1,097.45
INTERNAL REVENUE SERVICE	INV0022195	10/22/2021	MEDICARE WITHHOLDING	438.54
Vendor 001010 - INTERNAL REVENUE SERVICE Total:				3,411.19
Vendor: 042540 - KANSAS DEPT OF REVENUE				
KANSAS DEPT OF REVENUE	INV0022192	10/22/2021	STATE WITHHOLDING	511.93
Vendor 042540 - KANSAS DEPT OF REVENUE Total:				511.93
Vendor: 043859 - KANSAS PUBLIC EMPLOYEES				
KANSAS PUBLIC EMPLOYEES	CM0000683	10/22/2021	KPERS #3	-33.46
KANSAS PUBLIC EMPLOYEES	INV0022179	10/22/2021	KPERS #1	593.71
KANSAS PUBLIC EMPLOYEES	INV0022180	10/22/2021	KPERS #2	365.30
KANSAS PUBLIC EMPLOYEES	INV0022181	10/22/2021	KPERS #3	1,258.59
Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:				2,184.14
Vendor: 067881 - ROLLING MEADOWS GOLF COURSE				
ROLLING MEADOWS GOLF COU...	INV0022175	10/22/2021	ROLLING MEADOWS GOLF COU...	4.79
Vendor 067881 - ROLLING MEADOWS GOLF COURSE Total:				4.79
Vendor: 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY				
UNITED WAY OF JUNCTION CITY...	INV0022190	10/22/2021	UNITED WAY	5.51
Vendor 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY Total:				5.51
Department 000 - NON-DEPARTMENTAL Total:				8,831.99
Department: 540 - WASTEWATER DISTRIBUTION SYSTEM				
Vendor: 03042 - CATLETT AUTOMOTIVE, INC.				
CATLETT AUTOMOTIVE, INC.	467356	10/21/2021	VACUUM CAP AND WRENCH SE...	14.42
CATLETT AUTOMOTIVE, INC.	467364	10/21/2021	SPARKPLUG AND PLUG WIRE SE...	28.62
CATLETT AUTOMOTIVE, INC.	467377	10/21/2021	MAXI TRAC INVERTER FOR FLEET	224.75

Appropriations - Oct 13th, 2021 - Oct 27th, 2021-KH
Post Dates: 10/13/2021 - 10/27/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
CATLETT AUTOMOTIVE, INC.	467442	10/21/2021	TOOLBOX FOR #402	150.00
CATLETT AUTOMOTIVE, INC.	467443	10/21/2021	EXO BURR TOOL FOR FLEET TO...	25.00
CATLETT AUTOMOTIVE, INC.	467812	10/21/2021	ENGINE COOLING SYSTEM #647	8.61
CATLETT AUTOMOTIVE, INC.	467825	10/21/2021	ENGINE COOLING SYSTEM FOR ...	8.10
CATLETT AUTOMOTIVE, INC.	467841	10/21/2021	FUNNELS FOR FLEET SHOP	19.99
CATLETT AUTOMOTIVE, INC.	467910	10/21/2021	ELECTRICAL CONNECTOR FOR F...	8.10
CATLETT AUTOMOTIVE, INC.	468306	10/21/2021	OIL FILTER FOR FLEET STOCK	11.08
Vendor 03042 - CATLETT AUTOMOTIVE, INC. Total:				498.67
Vendor: 03444 - DONALD F WILLIAMS				
DONALD F WILLIAMS	309 SOUTH EISENHOWER	10/14/2021	309 SOUTH EISENHOWER - STO...	462.13
Vendor 03444 - DONALD F WILLIAMS Total:				462.13
Vendor: 02138 - FACTORY MOTOR PARTS				
FACTORY MOTOR PARTS	8-Z15641	10/21/2021	BATTERY STOCK FOR FLEET	170.80
FACTORY MOTOR PARTS	8-Z15746	10/21/2021	BATTERY FOR FLEET STOCK	24.12
Vendor 02138 - FACTORY MOTOR PARTS Total:				194.92
Vendor: 055098 - M & L SERVICE LLC				
M & L SERVICE LLC	29498	10/20/2021	REPAIR TOILET IN MENS BATHR...	24.84
Vendor 055098 - M & L SERVICE LLC Total:				24.84
Vendor: 02363 - PENN ENTERPRISES				
PENN ENTERPRISES	09-2021	10/20/2021	RUG AND RAG CLEANING FOR ...	16.88
Vendor 02363 - PENN ENTERPRISES Total:				16.88
Vendor: 02699 - PETROCHOICE HOLDINGS INC				
PETROCHOICE HOLDINGS INC	11595038	10/21/2021	STOCK OILS FOR FLEET SHOP	152.13
Vendor 02699 - PETROCHOICE HOLDINGS INC Total:				152.13
Vendor: 00970 - VERIZON WIRELESS				
VERIZON WIRELESS	9890548051-P/W	10/18/2021	SANITATION 3-761-5373	24.30
VERIZON WIRELESS	9890548051-P/W	10/18/2021	MARSTON-761-5354	24.30
VERIZON WIRELESS	9890548051-P/W	10/18/2021	SAMSUNG TAB A4-492-2782	40.01
Vendor 00970 - VERIZON WIRELESS Total:				88.61
Department 540 - WASTEWATER DISTRIBUTION SYSTEM Total:				1,438.18
Department: 541 - WASTEWATER ADMINISTRATION				
Vendor: 03270 - IMAGEQUEST INC.				
IMAGEQUEST INC.	IN3045164	10/20/2021	Customer Service Copier Overa...	9.88
Vendor 03270 - IMAGEQUEST INC. Total:				9.88
Vendor: 01414 - TYLER TECHNOLOGIES, INC				
TYLER TECHNOLOGIES, INC	025-352006	10/19/2021	INSITE TRANSACTION FEES	4,664.58
Vendor 01414 - TYLER TECHNOLOGIES, INC Total:				4,664.58
Department 541 - WASTEWATER ADMINISTRATION Total:				4,674.46
Fund 015 - WASTEWATER UTILITY FUND Total:				14,944.63
Fund: 018 - STORM WATER UTILITY FUND				
Department: 000 - NON-DEPARTMENTAL				
Vendor: 043380 - ADVANCE LIFE INSURANCE				
ADVANCE LIFE INSURANCE	INV0022147	10/22/2021	CITY OF JC EMPLOYER PD LIFE	1.68
ADVANCE LIFE INSURANCE	INV0022148	10/22/2021	ADVANCE LIFE INSURANCE BEF...	17.72
Vendor 043380 - ADVANCE LIFE INSURANCE Total:				19.40
Vendor: 03161 - ADVANCE SHORT TERM DISABILITY				
ADVANCE SHORT TERM DISABIL...	INV0022188	10/22/2021	CITY OF JC EMPLOYER PAID STD	4.41
Vendor 03161 - ADVANCE SHORT TERM DISABILITY Total:				4.41
Vendor: 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY				
AMERICAN FAMILY LIFE ASSUR...	INV0022149	10/22/2021	AFLAC	9.30
AMERICAN FAMILY LIFE ASSUR...	INV0022150	10/22/2021	AFLAC BEFORE TAX	9.67
AMERICAN FAMILY LIFE ASSUR...	INV0022191	10/22/2021	VSP Vision Insurance Pre-Tax	4.82
Vendor 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY Total:				23.79
Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC				
BLUE CROSS BLUE SHIELD OF KS ..	INV0022153	10/22/2021	BLUE CROSS BLUE SHIELD	39.93

Appropriations - Oct 13th, 2021 - Oct 27th, 2021-KH
Post Dates: 10/13/2021 - 10/27/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
BLUE CROSS BLUE SHIELD OF KS ..INV0022154		10/22/2021	BLUE CROSS BLUE SHIELD	5.93
BLUE CROSS BLUE SHIELD OF KS ..INV0022155		10/22/2021	BLUE CROSS BLUE SHIELD	53.10
BLUE CROSS BLUE SHIELD OF KS ..INV0022157		10/22/2021	BLUE CROSS BLUE SHIELD	65.71
BLUE CROSS BLUE SHIELD OF KS ..INV0022158		10/22/2021	BLUE CROSS BLUE SHIELD	16.60
BLUE CROSS BLUE SHIELD OF KS ..INV0022159		10/22/2021	BLUE CROSS BLUE SHIELD	12.61
BLUE CROSS BLUE SHIELD OF KS ..INV0022162		10/22/2021	BLUE CROSS BLUE SHIELD	20.92
BLUE CROSS BLUE SHIELD OF KS ..INV0022165		10/22/2021	BLUE CROSS BLUE SHIELD	31.16
BLUE CROSS BLUE SHIELD OF KS ..INV0022166		10/22/2021	BLUE CROSS BLUE SHIELD	5.34
BLUE CROSS BLUE SHIELD OF KS ..INV0022167		10/22/2021	BLUE CROSS BLUE SHIELD	3.44
Vendor 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total:				254.74
Vendor: 044005 - CITY OF JC FLEX SPENDING ACCT 1074334				
CITY OF JC FLEX SPENDING ACCT..INV0022173		10/22/2021	FLEX SPENDING-1074334	31.09
Vendor 044005 - CITY OF JC FLEX SPENDING ACCT 1074334 Total:				31.09
Vendor: 012130 - CITY OF JUNCTION CITY				
CITY OF JUNCTION CITY	INV0022187	10/22/2021	TELEPHONE REIMBURSEMENT	6.64
Vendor 012130 - CITY OF JUNCTION CITY Total:				6.64
Vendor: 050188 - FLEXIBLE SPENDING ACCOUNT #1074334				
FLEXIBLE SPENDING ACCOUNT ... INV0022169		10/22/2021	DEPENDENT CARE ACCT 10743...	33.34
Vendor 050188 - FLEXIBLE SPENDING ACCOUNT #1074334 Total:				33.34
Vendor: 01944 - GREAT WEST FINANCIAL				
GREAT WEST FINANCIAL	INV0022182	10/22/2021	GREAT WEST FINANCIAL	179.75
GREAT WEST FINANCIAL	INV0022186	10/22/2021	GREAT WEST FINANCIAL	1.00
Vendor 01944 - GREAT WEST FINANCIAL Total:				180.75
Vendor: 001010 - INTERNAL REVENUE SERVICE				
INTERNAL REVENUE SERVICE	INV0022193	10/22/2021	SOCIAL SECURITY WITHHOLDING	362.18
INTERNAL REVENUE SERVICE	INV0022194	10/22/2021	FEDERAL WITHHOLDING	291.04
INTERNAL REVENUE SERVICE	INV0022195	10/22/2021	MEDICARE WITHHOLDING	84.74
Vendor 001010 - INTERNAL REVENUE SERVICE Total:				737.96
Vendor: 042540 - KANSAS DEPT OF REVENUE				
KANSAS DEPT OF REVENUE	INV0022192	10/22/2021	STATE WITHHOLDING	111.22
Vendor 042540 - KANSAS DEPT OF REVENUE Total:				111.22
Vendor: 043859 - KANSAS PUBLIC EMPLOYEES				
KANSAS PUBLIC EMPLOYEES	CM0000683	10/22/2021	KPERS #3	-3.72
KANSAS PUBLIC EMPLOYEES	INV0022179	10/22/2021	KPERS #1	129.81
KANSAS PUBLIC EMPLOYEES	INV0022180	10/22/2021	KPERS #2	103.72
KANSAS PUBLIC EMPLOYEES	INV0022181	10/22/2021	KPERS #3	138.90
Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:				368.71
Vendor: 067881 - ROLLING MEADOWS GOLF COURSE				
ROLLING MEADOWS GOLF COU... INV0022175		10/22/2021	ROLLING MEADOWS GOLF COU...	2.40
Vendor 067881 - ROLLING MEADOWS GOLF COURSE Total:				2.40
Vendor: 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY				
UNITED WAY OF JUNCTION CITY... INV0022190		10/22/2021	UNITED WAY	1.50
Vendor 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY Total:				1.50
Department 000 - NON-DEPARTMENTAL Total:				1,775.95
Fund 018 - STORM WATER UTILITY FUND Total:				1,775.95
Fund: 019 - ECONOMIC DEVELOPMENT FUND				
Department: 120 - ECONOMIC DEVELOPMENT				
Vendor: 01223 - EMPRISE BANK				
EMPRISE BANK	22334130-101521	10/22/2021	INV #22334130-101521	22,885.92
EMPRISE BANK	22334130-101521	10/22/2021	INV #22334130-101521	8,372.33
Vendor 01223 - EMPRISE BANK Total:				31,258.25
Vendor: 03271 - INITIATIVES, INC.				
INITIATIVES, INC.	584	10/22/2021	CONSULTING - NOVEMBER SER...	15,000.00
Vendor 03271 - INITIATIVES, INC. Total:				15,000.00

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 042972 - KS DEPT OF COMMERCE				
KS DEPT OF COMMERCE	ENTERPRISE ZONE MAP-2	10/14/2021	ENTERPRISE ZONE MAP-2	115.00
Vendor 042972 - KS DEPT OF COMMERCE Total:				115.00
Department 120 - ECONOMIC DEVELOPMENT Total:				46,373.25
Fund 019 - ECONOMIC DEVELOPMENT FUND Total:				46,373.25
Fund: 022 - SPECIAL HIGHWAY FUND				
Department: 625 - SPECIAL HIGHWAY - KDOT PROJECTS				
Vendor: 01581 - APAC KANSAS, INC.				
APAC KANSAS, INC.	A17D8018.11	10/21/2021	CCLIP SURFACE PRESERVATION ...	48,225.39
Vendor 01581 - APAC KANSAS, INC. Total:				48,225.39
Department 625 - SPECIAL HIGHWAY - KDOT PROJECTS Total:				48,225.39
Fund 022 - SPECIAL HIGHWAY FUND Total:				48,225.39
Fund: 023 - SANITATION FUND				
Department: 000 - NON-DEPARTMENTAL				
Vendor: 043380 - ADVANCE LIFE INSURANCE				
ADVANCE LIFE INSURANCE	INV0022147	10/22/2021	CITY OF JC EMPLOYER PD LIFE	11.41
ADVANCE LIFE INSURANCE	INV0022148	10/22/2021	ADVANCE LIFE INSURANCE BEF...	111.55
Vendor 043380 - ADVANCE LIFE INSURANCE Total:				122.96
Vendor: 03161 - ADVANCE SHORT TERM DISABILITY				
ADVANCE SHORT TERM DISABIL...	INV0022188	10/22/2021	CITY OF JC EMPLOYER PAID STD	26.50
Vendor 03161 - ADVANCE SHORT TERM DISABILITY Total:				26.50
Vendor: 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY				
AMERICAN FAMILY LIFE ASSUR...	INV0022149	10/22/2021	AFLAC	10.54
AMERICAN FAMILY LIFE ASSUR...	INV0022150	10/22/2021	AFLAC BEFORE TAX	56.02
AMERICAN FAMILY LIFE ASSUR...	INV0022191	10/22/2021	VSP Vision Insurance Pre-Tax	18.41
Vendor 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY Total:				84.97
Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC				
BLUE CROSS BLUE SHIELD OF KS ..	INV0022153	10/22/2021	BLUE CROSS BLUE SHIELD	59.90
BLUE CROSS BLUE SHIELD OF KS ..	INV0022154	10/22/2021	BLUE CROSS BLUE SHIELD	7.53
BLUE CROSS BLUE SHIELD OF KS ..	INV0022155	10/22/2021	BLUE CROSS BLUE SHIELD	79.63
BLUE CROSS BLUE SHIELD OF KS ..	INV0022157	10/22/2021	BLUE CROSS BLUE SHIELD	87.62
BLUE CROSS BLUE SHIELD OF KS ..	INV0022158	10/22/2021	BLUE CROSS BLUE SHIELD	60.84
BLUE CROSS BLUE SHIELD OF KS ..	INV0022159	10/22/2021	BLUE CROSS BLUE SHIELD	340.68
BLUE CROSS BLUE SHIELD OF KS ..	INV0022160	10/22/2021	BLUE CROSS BLUE SHIELD	302.81
BLUE CROSS BLUE SHIELD OF KS ..	INV0022161	10/22/2021	BLUE CROSS BLUE SHIELD	209.16
BLUE CROSS BLUE SHIELD OF KS ..	INV0022162	10/22/2021	BLUE CROSS BLUE SHIELD	20.91
BLUE CROSS BLUE SHIELD OF KS ..	INV0022165	10/22/2021	BLUE CROSS BLUE SHIELD	31.15
BLUE CROSS BLUE SHIELD OF KS ..	INV0022166	10/22/2021	BLUE CROSS BLUE SHIELD	61.36
BLUE CROSS BLUE SHIELD OF KS ..	INV0022167	10/22/2021	BLUE CROSS BLUE SHIELD	68.59
Vendor 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total:				1,330.18
Vendor: 044005 - CITY OF JC FLEX SPENDING ACCT 1074334				
CITY OF JC FLEX SPENDING ACCT..	INV0022173	10/22/2021	FLEX SPENDING-1074334	59.19
Vendor 044005 - CITY OF JC FLEX SPENDING ACCT 1074334 Total:				59.19
Vendor: 012130 - CITY OF JUNCTION CITY				
CITY OF JUNCTION CITY	INV0022174	10/22/2021	CITY OF JUNCTION CITY (G-FEE)	10.00
CITY OF JUNCTION CITY	INV0022187	10/22/2021	TELEPHONE REIMBURSEMENT	10.51
Vendor 012130 - CITY OF JUNCTION CITY Total:				20.51
Vendor: 050188 - FLEXIBLE SPENDING ACCOUNT #1074334				
FLEXIBLE SPENDING ACCOUNT ...	INV0022169	10/22/2021	DEPENDENT CARE ACCT 10743...	49.98
Vendor 050188 - FLEXIBLE SPENDING ACCOUNT #1074334 Total:				49.98
Vendor: 01944 - GREAT WEST FINANCIAL				
GREAT WEST FINANCIAL	INV0022182	10/22/2021	GREAT WEST FINANCIAL	233.98
GREAT WEST FINANCIAL	INV0022186	10/22/2021	GREAT WEST FINANCIAL	0.98
Vendor 01944 - GREAT WEST FINANCIAL Total:				234.96
Vendor: 001010 - INTERNAL REVENUE SERVICE				
INTERNAL REVENUE SERVICE	INV0022193	10/22/2021	SOCIAL SECURITY WITHHOLDING	1,563.78

Appropriations - Oct 13th, 2021 - Oct 27th, 2021-KH
Post Dates: 10/13/2021 - 10/27/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
INTERNAL REVENUE SERVICE	INV0022194	10/22/2021	FEDERAL WITHHOLDING	1,031.57
INTERNAL REVENUE SERVICE	INV0022195	10/22/2021	MEDICARE WITHHOLDING	365.66
Vendor 001010 - INTERNAL REVENUE SERVICE Total:				2,961.01
Vendor: 042540 - KANSAS DEPT OF REVENUE				
KANSAS DEPT OF REVENUE	INV0022192	10/22/2021	STATE WITHHOLDING	440.44
Vendor 042540 - KANSAS DEPT OF REVENUE Total:				440.44
Vendor: 014435 - KANSAS PAYMENT CENTER				
KANSAS PAYMENT CENTER	INV0022176	10/22/2021	INCOME WITHHOLDING ORDER	306.15
Vendor 014435 - KANSAS PAYMENT CENTER Total:				306.15
Vendor: 043859 - KANSAS PUBLIC EMPLOYEES				
KANSAS PUBLIC EMPLOYEES	CM0000683	10/22/2021	KPERS #3	-11.15
KANSAS PUBLIC EMPLOYEES	INV0022179	10/22/2021	KPERS #1	169.09
KANSAS PUBLIC EMPLOYEES	INV0022180	10/22/2021	KPERS #2	949.71
KANSAS PUBLIC EMPLOYEES	INV0022181	10/22/2021	KPERS #3	703.59
Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:				1,811.24
Vendor: 067881 - ROLLING MEADOWS GOLF COURSE				
ROLLING MEADOWS GOLF COU...	INV0022175	10/22/2021	ROLLING MEADOWS GOLF COU...	3.59
Vendor 067881 - ROLLING MEADOWS GOLF COURSE Total:				3.59
Vendor: 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY				
UNITED WAY OF JUNCTION CITY...	INV0022190	10/22/2021	UNITED WAY	1.98
Vendor 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY Total:				1.98
Department 000 - NON-DEPARTMENTAL Total:				7,453.66
Department: 644 - SANITATION OPERATIONS				
Vendor: 03042 - CATLETT AUTOMOTIVE, INC.				
CATLETT AUTOMOTIVE, INC.	467356	10/21/2021	VACUUM CAP AND WRENCH SE...	14.42
CATLETT AUTOMOTIVE, INC.	467364	10/21/2021	SPARKPLUG AND PLUG WIRE SE...	28.63
CATLETT AUTOMOTIVE, INC.	467377	10/21/2021	MAXI TRAC INVERTER FOR FLEET	179.80
CATLETT AUTOMOTIVE, INC.	467442	10/21/2021	TOOLBOX FOR #402	149.99
CATLETT AUTOMOTIVE, INC.	467443	10/21/2021	EXO BURR TOOL FOR FLEET TO...	24.98
CATLETT AUTOMOTIVE, INC.	467841	10/21/2021	FUNNELS FOR FLEET SHOP	19.99
CATLETT AUTOMOTIVE, INC.	467910	10/21/2021	ELECTRICAL CONNECTOR FOR F...	8.10
CATLETT AUTOMOTIVE, INC.	468306	10/21/2021	OIL FILTER FOR FLEET STOCK	4.42
Vendor 03042 - CATLETT AUTOMOTIVE, INC. Total:				430.33
Vendor: 015555 - CENTRAL POWER SYSTEMS & SERVICES				
CENTRAL POWER SYSTEMS & S...	X105007616.01	10/21/2021	AIRDRYER AND VALVE ABS FOR ...	382.79
CENTRAL POWER SYSTEMS & S...	X105007688.01	10/21/2021	AIR DRYERS FOR #588	604.53
Vendor 015555 - CENTRAL POWER SYSTEMS & SERVICES Total:				987.32
Vendor: 02138 - FACTORY MOTOR PARTS				
FACTORY MOTOR PARTS	8-Z15641	10/21/2021	BATTERY STOCK FOR FLEET	170.82
FACTORY MOTOR PARTS	8-Z15746	10/21/2021	BATTERY FOR FLEET STOCK	19.31
Vendor 02138 - FACTORY MOTOR PARTS Total:				190.13
Vendor: 055098 - M & L SERVICE LLC				
M & L SERVICE LLC	29498	10/20/2021	REPAIR TOILET IN MENS BATHR...	24.82
Vendor 055098 - M & L SERVICE LLC Total:				24.82
Vendor: 02363 - PENN ENTERPRISES				
PENN ENTERPRISES	09-2021	10/20/2021	RUG AND RAG CLEANING FOR ...	16.86
Vendor 02363 - PENN ENTERPRISES Total:				16.86
Vendor: 01850 - TLC MOBILE SERVICES				
TLC MOBILE SERVICES	14211	10/21/2021	TOWING FOR #586	250.00
Vendor 01850 - TLC MOBILE SERVICES Total:				250.00
Vendor: 01414 - TYLER TECHNOLOGIES, INC				
TYLER TECHNOLOGIES, INC	025-352006	10/19/2021	INSITE TRANSACTION FEES	4,664.59
Vendor 01414 - TYLER TECHNOLOGIES, INC Total:				4,664.59
Vendor: 00970 - VERIZON WIRELESS				
VERIZON WIRELESS	9890548051-P/W	10/18/2021	DOWNNS-307-6183	24.30
VERIZON WIRELESS	9890548051-P/W	10/18/2021	STREET 7-761-5310	24.30

Appropriations - Oct 13th, 2021 - Oct 27th, 2021-KH
Post Dates: 10/13/2021 - 10/27/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
VERIZON WIRELESS	9890548051-P/W	10/18/2021	MERRIT-223-2022	24.30
VERIZON WIRELESS	9890548051-P/W	10/18/2021	SAMSUNG TAB A3-492-2762	40.01
VERIZON WIRELESS	9890548051-P/W	10/18/2021	UTILITY 2-223-1337	24.30
VERIZON WIRELESS	9890548051-P/W	10/18/2021	SANITATION 1-223-1758	24.30
VERIZON WIRELESS	9890548051-P/W	10/18/2021	TODD BARRIGER-223-1759	24.30
Vendor 00970 - VERIZON WIRELESS Total:				185.81

Department 644 - SANITATION OPERATIONS Total: 6,749.86
Department: 645 - SANITATION ADMINISTRATION
Vendor: 03270 - IMAGEQUEST INC.

IMAGEQUEST INC.	IN3045164	10/20/2021	Customer Service Copier Overa...	9.89
Vendor 03270 - IMAGEQUEST INC. Total:				9.89

Department 645 - SANITATION ADMINISTRATION Total: 9.89
Fund 023 - SANITATION FUND Total: 14,213.41
Fund: 035 - EMPLOYEE BENEFITS FUND
Department: 140 - EMPLOYEE BENEFITS
Vendor: 02155 - FREEDOM CLAIMS MGT.INC CLAIMS ACCOUNT

FREEDOM CLAIMS MGT.INC CLA.. 911152-10-01-2021	10/22/2021	CLAIMS FOR WEEK OF 10-01-2...	5,198.21
FREEDOM CLAIMS MGT.INC CLA.. 911152-10-08-2021	10/22/2021	CLAIMS FOR WEEK OF 10-08-2...	2,246.40
FREEDOM CLAIMS MGT.INC CLA.. 911152-10-15-2021	10/22/2021	CLAIMS FOR WEEK OF 10-15-2...	6,718.10
FREEDOM CLAIMS MGT.INC CLA.. 911152-10-22-2021	10/22/2021	CLAIMS FOR WEEK OF 10-22-2...	3,858.56

Vendor 02155 - FREEDOM CLAIMS MGT.INC CLAIMS ACCOUNT Total: 18,021.27
Department 140 - EMPLOYEE BENEFITS Total: 18,021.27
Fund 035 - EMPLOYEE BENEFITS FUND Total: 18,021.27
Fund: 046 - SUNDOWN SALUTE FUND
Department: 330 - SUNDOWN SALUTE
Vendor: 075662 - SUNDOWN SALUTE INC

SUNDOWN SALUTE INC	SEPT 2021-R	10/20/2021	SEPT 2021-WATER BILL DONAT...	-2,875.00
SUNDOWN SALUTE INC	SEPT 2021-2	10/20/2021	SEPT 2021-WATER BILL DONAT...	312.00

Vendor 075662 - SUNDOWN SALUTE INC Total: -2,563.00
Department 330 - SUNDOWN SALUTE Total: -2,563.00
Fund 046 - SUNDOWN SALUTE FUND Total: -2,563.00
Fund: 047 - DRUG & ALCOHOL ABUSE FUND
Department: 000 - NON-DEPARTMENTAL
Vendor: 043380 - ADVANCE LIFE INSURANCE

ADVANCE LIFE INSURANCE	INV0022147	10/22/2021	CITY OF JC EMPLOYER PD LIFE	0.64
------------------------	------------	------------	-----------------------------	------

Vendor 043380 - ADVANCE LIFE INSURANCE Total: 0.64
Vendor: 03161 - ADVANCE SHORT TERM DISABILITY

ADVANCE SHORT TERM DISABIL...INV0022188	10/22/2021	CITY OF JC EMPLOYER PAID STD	1.80
---	------------	------------------------------	------

Vendor 03161 - ADVANCE SHORT TERM DISABILITY Total: 1.80
Vendor: 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY

AMERICAN FAMILY LIFE ASSUR...	INV0022191	10/22/2021	VSP Vision Insurance Pre-Tax	1.74
-------------------------------	------------	------------	------------------------------	------

Vendor 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY Total: 1.74
Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC

BLUE CROSS BLUE SHIELD OF KS ..INV0022161	10/22/2021	BLUE CROSS BLUE SHIELD	83.66
BLUE CROSS BLUE SHIELD OF KS ..INV0022166	10/22/2021	BLUE CROSS BLUE SHIELD	21.36

Vendor 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total: 105.02
Vendor: 044005 - CITY OF JC FLEX SPENDING ACCT 1074334

CITY OF JC FLEX SPENDING ACCT..INV0022173	10/22/2021	FLEX SPENDING-1074334	25.00
---	------------	-----------------------	-------

Vendor 044005 - CITY OF JC FLEX SPENDING ACCT 1074334 Total: 25.00
Vendor: 001010 - INTERNAL REVENUE SERVICE

INTERNAL REVENUE SERVICE	INV0022194	10/22/2021	FEDERAL WITHHOLDING	78.07
INTERNAL REVENUE SERVICE	INV0022195	10/22/2021	MEDICARE WITHHOLDING	27.86

Vendor 001010 - INTERNAL REVENUE SERVICE Total: 105.93

Appropriations - Oct 13th, 2021 - Oct 27th, 2021-KH
Post Dates: 10/13/2021 - 10/27/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 039125 - JCPOA				
JCPOA	INV0022185	10/22/2021	JCPOA	8.00
Vendor 039125 - JCPOA Total:				8.00
Vendor: 042540 - KANSAS DEPT OF REVENUE				
KANSAS DEPT OF REVENUE	INV0022192	10/22/2021	STATE WITHHOLDING	34.05
Vendor 042540 - KANSAS DEPT OF REVENUE Total:				34.05
Vendor: 043859 - KANSAS PUBLIC EMPLOYEES				
KANSAS PUBLIC EMPLOYEES	INV0022178	10/22/2021	KP&F	298.24
Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:				298.24
Department 000 - NON-DEPARTMENTAL Total:				580.42
Fund 047 - DRUG & ALCOHOL ABUSE FUND Total:				580.42
Fund: 075 - JUNCTION CITY LAND BANK FUND				
Department: 390 - JC LAND BANK				
Vendor: 03446 - JOHN AND PIA ISON				
JOHN AND PIA ISON	LUCY CT-3 LOTS	10/20/2021	LUCY CT-3 LOTS (R1670-R1671-...	4,000.00
Vendor 03446 - JOHN AND PIA ISON Total:				4,000.00
Department 390 - JC LAND BANK Total:				4,000.00
Fund 075 - JUNCTION CITY LAND BANK FUND Total:				4,000.00
Grand Total:				1,290,097.96

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	1,112,438.88
014 - WATER UTILITY FUND	32,087.76
015 - WASTEWATER UTILITY FUND	14,944.63
018 - STORM WATER UTILITY FUND	1,775.95
019 - ECONOMIC DEVELOPMENT FUND	46,373.25
022 - SPECIAL HIGHWAY FUND	48,225.39
023 - SANITATION FUND	14,213.41
035 - EMPLOYEE BENEFITS FUND	18,021.27
046 - SUNDOWN SALUTE FUND	312.00
047 - DRUG & ALCOHOL ABUSE FUND	580.42
075 - JUNCTION CITY LAND BANK FUND	4,000.00
Grand Total:	1,292,972.96

Account Summary

Account Number	Account Name	Payment Amount
001-1-00100-0107	ACCOUNTS RECEIVABLE	346.11
001-2-00000-0250	F.I.T PAYABLE	33,537.57
001-2-00000-0251	FICA PAYABLE	26,215.25
001-2-00000-0252	SIT PAYABLE	14,894.16
001-2-00000-0254	UNITED WAY PAYABLE	21.50
001-2-00000-0255	KPERS PAYABLE	15,345.11
001-2-00000-0256	KPFR PAYABLE	75,958.69
001-2-00000-0257	EMP MEDICAL INS PAYAB...	36,526.63
001-2-00000-0259	GARNISHMENTS PAYABLE	1,154.24
001-2-00000-0260	JCPOA UNION DUES PAYA...	832.00
001-2-00000-0261	AETNA DEFERRED COMP ...	8,511.77
001-2-00000-0267	DENTAL INSURANCE PAY	4,303.22
001-2-00000-0275	I.A.F.F.	1,650.00
001-2-00000-0276	FIREMANS RELIEF ASSN	507.63
001-2-00000-0279	GARNISHMENT FEE	20.00
001-2-00000-0735	TELEPHONE REIMBURSM...	186.09
001-2-00000-1282	AFLAC	2,392.38
001-2-00000-1283	GOLF COURSE FEES	329.65
001-2-00000-1287	ADVANCE LIFE	1,459.49
001-2-00000-2377	MED REIMB/DEP CARE	3,287.36
001-2-00000-2380	P & F INS. ASSOCIATION	963.40
001-4-00100-0000-0358	RENT INCOME	310.00
001-5-00200-0000-0710	SOFTWARE MAINTENANCE	7,633.60
001-5-00300-0000-0735	TELEPHONE	129.44
001-5-00300-0000-0737	GAS UTILITIES	37.39
001-5-00300-0000-0765	TRAVEL & TRAINING EXP...	175.00
001-5-00302-0000-0749	OTHER SERVICES	515.00
001-5-00800-0000-0603	BUILDING MAINTENANCE...	75.37
001-5-00800-0000-0735	TELEPHONE	22.06
001-5-00800-0000-0747	MAINT & REPAIR EQUIPM...	59.57
001-5-01000-0000-0603	BUILDING MAINTENANCE...	610.09
001-5-01000-0000-0645	OIL, ANTI-FREEZE, GREASE...	11.02
001-5-01000-0000-0646	OPERATIONAL SUPPLIES	1,476.33
001-5-01000-0000-0651	PARTS FOR VEHICLES, EQU..	323.43
001-5-01000-0000-0652	TOOLS	860.56
001-5-01000-0000-0653	PAINT	674.49
001-5-01000-0000-0667	OFFICE SUPPLIES	24.02
001-5-01000-0000-0670	MISC. & SAFETY SUPPLIES	192.00
001-5-01000-0000-0680	IRRIGATION REPAIR	150.62
001-5-01000-0000-0715	BUILDING MAINT. & REPA...	347.57
001-5-01000-0000-0735	TELEPHONE	41.48
001-5-01000-0000-0736	ELECTRIC UTILITIES	151.90

Account Summary

Account Number	Account Name	Payment Amount
001-5-01000-0000-0737	GAS UTILITIES	31.15
001-5-01000-0000-0747	MAINT & REPAIR EQUIPM...	52.29
001-5-01000-0000-0749	OTHER SERVICES	1,557.81
001-5-01000-0000-0753	EQUIPMENT RENT, LEASE	100.00
001-5-01000-0000-0797	CONTRACT OPERATIONS	1,679.80
001-5-01000-0000-0798	CONTRACT MOWING	7,183.50
001-5-01100-0000-0603	BUILDING MAINTENANCE...	4.29
001-5-01100-0000-0640	PLUMBING SUPPLIES	342.68
001-5-01100-0000-0737	GAS UTILITIES	37.45
001-5-01300-0000-0735	TELEPHONE	41.48
001-5-01300-0000-0737	GAS UTILITIES	49.88
001-5-01400-0000-0737	GAS UTILITIES	62.30
001-5-01400-0000-0749	OTHER SERVICES	5,210.76
001-5-01700-0000-0610	CHEMICALS	501.89
001-5-01700-0000-0639	RMGC MATERIAL - BUILD...	251.47
001-5-01700-0000-0646	OPERATIONAL SUPPLIES	909.56
001-5-01700-0000-0648	MOTOR FUEL	852.80
001-5-01700-0000-0651	PARTS FOR VEHICLES, EQU..	3,565.19
001-5-01700-0000-0652	TOOLS	384.27
001-5-01700-0000-0667	OFFICE SUPPLIES	45.33
001-5-01700-0000-0671	GOLF SUPPLIES	7.50
001-5-01700-0000-0673	FOOD SUPPLIES	2,847.24
001-5-01700-0000-0675	SUNDRIES/ BEER PURCHA...	892.87
001-5-01700-0000-0678	KITCHEN SUPPLIES	193.88
001-5-01700-0000-0680	IRRIGATION REPAIR	559.36
001-5-01700-0000-0703	ADVERTISEMENTS & PRIN...	350.00
001-5-01700-0000-0735	TELEPHONE	86.49
001-5-01700-0000-0737	GAS UTILITIES	362.91
001-5-01700-0000-0745	MAINT & REPAIR GOLF C...	36.40
001-5-01700-0000-0803	BUILDING AND STRUCTU...	51,706.97
001-5-01800-0000-0651	PARTS FOR VEHICLES, EQU..	3,075.96
001-5-01800-0000-0659	MEDICAL SUPPLIES	1,560.06
001-5-01800-0000-0765	TRAVEL & TRAINING EXP...	1,646.58
001-5-01900-0000-0616	ANIMAL MED SUPPLIES &...	674.70
001-5-01900-0000-0725	VET MEDICAL EXPENSES	61.00
001-5-01900-0000-0736	ELECTRIC UTILITIES	459.57
001-5-01900-0000-0737	GAS UTILITIES	68.75
001-5-02000-0000-0770	INTERGOVERNMENTAL A...	5,935.50
001-5-02300-0000-0667	OFFICE SUPPLIES	3.46
001-5-02300-0000-0682	UNIFORMS	1,121.00
001-5-02300-0000-0707	TOWING FEES	100.00
001-5-02300-0000-0710	SOFTWARE MAINTENANCE	2,500.00
001-5-02300-0000-0713	REP. & MAINT. OF COM...	377.00
001-5-02300-0000-0715	BUILDING MAINT. & REPA...	415.75
001-5-02300-0000-0731	PRISONER EXPENSES	43.61
001-5-02300-0000-0735	TELEPHONE	1,807.56
001-5-02300-0000-0737	GAS UTILITIES	11.19
001-5-02300-0000-0746	MAINTAIN & REPAIR VEHI...	1,147.80
001-5-02310-0000-0667	OFFICE SUPPLIES	135.23
001-5-02400-0000-0603	BUILDING MAINTENANCE...	573.57
001-5-02400-0000-0651	PARTS FOR VEHICLES, EQU..	1,085.17
001-5-02400-0000-0715	BUILDING MAINT. & REPA...	357.50
001-5-02400-0000-0737	GAS UTILITIES	120.69
001-5-02400-0000-0746	MAINTAIN & REPAIR VEHI...	1,195.00
001-5-02400-0000-0835	CAPITAL EQUIPMENT	6,750.00
001-5-02500-0000-0515	PART TIME SALARY & WA...	678.90
001-5-02500-0000-0632	STREET MAINTENANCE(G...	9,798.75
001-5-02500-0000-0634	TRAFFIC SIGNAL PARTS	3,423.18

Account Summary

Account Number	Account Name	Payment Amount
001-5-02500-0000-0645	OIL, ANTI-FREEZE, GREASE...	304.24
001-5-02500-0000-0651	PARTS FOR VEHICLES, EQU..	1,121.21
001-5-02500-0000-0652	TOOLS	727.62
001-5-02500-0000-0672	SIGNS	1,008.40
001-5-02500-0000-0715	BUILDING MAINT. & REPA...	41.72
001-5-02500-0000-0735	TELEPHONE	671.81
001-5-02500-0000-0737	GAS UTILITIES	37.45
001-5-02500-0000-0749	OTHER SERVICES	3,225.43
001-5-02500-0000-0751	CENTRAL GARAGE SERVICE	100.00
001-5-02500-0000-0762	STREET LIGHTING	35.64
001-5-02500-0000-0797	CONTRACT OPERATIONS	731,843.46
001-5-02900-0000-0735	TELEPHONE	41.48
001-5-03000-0000-0702	CONTRACTOR SERVICES L...	2,333.00
001-5-03000-0000-0737	GAS UTILITIES	43.75
001-5-03000-0000-9203	COURT REFUNDS	425.00
001-5-04000-0000-0736	ELECTRIC UTILITIES	2,881.67
001-5-04800-0000-0622	RECREATION SUPPLIES &...	49.88
001-5-04800-0000-0715	BUILDING MAINT. & REPA...	121.40
001-5-04800-0000-0735	TELEPHONE	41.48
001-5-04800-0000-0737	GAS UTILITIES	75.17
001-5-04800-0000-0747	MAINT & REPAIR EQUIPM...	10.88
014-2-00000-0250	F.I.T PAYABLE	1,059.25
014-2-00000-0251	FICA PAYABLE	2,240.18
014-2-00000-0252	SIT PAYABLE	495.96
014-2-00000-0254	UNITED FUND PAYABLE	5.51
014-2-00000-0255	KPERS PAYABLE	2,119.44
014-2-00000-0257	EMP MEDICAL INS PAYAB...	1,633.66
014-2-00000-0261	AETNA DEFERRED COMP ...	426.01
014-2-00000-0267	DENTAL INSURANCE PAY	226.80
014-2-00000-0735	TELEPHONE REIMBURSE...	21.88
014-2-00000-1282	AFLAC	85.53
014-2-00000-1283	GOLF COURSE FEES	4.79
014-2-00000-1287	ADVANCE LIFE	80.60
014-2-00000-2377	MED REIMB/DEP CARE	182.40
014-2-01000-0281	WATER PROTECTION FEE	7,928.14
014-5-53200-0000-0645	OIL, ANTI-FREEZE, GREASE...	152.12
014-5-53200-0000-0646	OPERATIONAL SUPPLIES	2,018.02
014-5-53200-0000-0651	PARTS FOR VEHICLES, EQU..	259.44
014-5-53200-0000-0652	TOOLS	434.16
014-5-53200-0000-0715	BUILDING MAINT. & REPA...	41.72
014-5-53200-0000-0735	TELEPHONE	217.23
014-5-53400-0000-0703	ADVERTISEMENTS & PRIN...	10.18
014-5-53400-0000-0710	SOFTWARE MAINTENANCE	4,664.58
014-5-53400-0000-0735	TELEPHONE	80.02
014-5-53400-0000-0737	GAS UTILITIES	64.10
014-5-53400-0000-0749	OTHER SERVICES	203.40
014-5-53400-0000-0776	SALES USE TAX	7,432.64
015-2-00000-0250	F.I.T PAYABLE	1,097.45
015-2-00000-0251	FICA PAYABLE	2,313.74
015-2-00000-0252	SIT PAYABLE	511.93
015-2-00000-0254	UNITED FUND PAYABLE	5.51
015-2-00000-0255	KPERS PAYABLE	2,184.14
015-2-00000-0257	EMP MEDICAL INS PAYAB...	1,679.68
015-2-00000-0261	AETNA DEFERRED COMP ...	432.51
015-2-00000-0267	DENTAL INSURANCE PAY	227.11
015-2-00000-0735	TELEPHONE REIMBURSE...	21.88
015-2-00000-1282	AFLAC	88.75
015-2-00000-1283	GOLF COURSE FEES	4.79

Account Summary

Account Number	Account Name	Payment Amount
015-2-00000-1287	ADVANCE LIFE	82.12
015-2-00000-2377	MED REIMB/DEP CARE	182.38
015-5-54000-0000-0645	OIL, ANTI-FREEZE, GREASE...	152.13
015-5-54000-0000-0651	PARTS FOR VEHICLES, EQU..	259.43
015-5-54000-0000-0652	TOOLS	434.16
015-5-54000-0000-0715	BUILDING MAINT. & REPA...	41.72
015-5-54000-0000-0735	TELEPHONE	88.61
015-5-54000-0000-0749	OTHER SERVICES	462.13
015-5-54100-0000-0703	ADVERTISEMENTS & PRIN...	9.88
015-5-54100-0000-0710	SOFTWARE MAINTENANCE	4,664.58
018-2-00000-0250	F.I.T. PAYABLE	291.04
018-2-00000-0251	FICA PAYABLE	446.92
018-2-00000-0252	SIT PAYABLE	111.22
018-2-00000-0254	UNITED FUND PAYALBE	1.50
018-2-00000-0255	KPERS PAYABLE	368.71
018-2-00000-0257	EMP MEDICAL INS PAYAB...	223.43
018-2-00000-0261	DEFERRED COMP	180.75
018-2-00000-0267	DENTAL INSURANCE PAY	31.31
018-2-00000-0735	TELEPHONE REIMBURSE...	6.64
018-2-00000-1282	AFLAC	23.79
018-2-00000-1283	GOLF FEES	2.40
018-2-00000-1287	ADVANCE LIFE	23.81
018-2-00000-2377	FLEX SPENDING	64.43
019-5-12000-0000-0742	CONSULTANT FEES	15,000.00
019-5-12000-0000-0749	OTHER SERVICES	115.00
019-5-12000-0000-0905	BONDS	22,885.92
019-5-12000-0000-0910	INTEREST EXPENSE	8,372.33
022-5-62500-0002-0728	ENGINEERING SERVICES	48,225.39
023-2-00000-0250	F.I.T PAYABLE	1,031.57
023-2-00000-0251	FICA PAYABLE	1,929.44
023-2-00000-0252	SIT PAYABLE	440.44
023-2-00000-0254	UNITED FUND PAYABLE	1.98
023-2-00000-0255	KPERS PAYABLE	1,811.24
023-2-00000-0257	EMP MEDICAL INS PAYAB...	1,131.86
023-2-00000-0259	GARNISHMENTS PAYABLE	306.15
023-2-00000-0261	AETNA DEFERRED COMP ...	234.96
023-2-00000-0267	DENTAL INSURANCE PAY	198.32
023-2-00000-0279	GARNISHMENT FEE	10.00
023-2-00000-0735	TELEPHONE REIMBURSE...	10.51
023-2-00000-1282	AFLAC	84.97
023-2-00000-1283	GOLF COURSE FEES	3.59
023-2-00000-1287	ADVANCE LIFE	149.46
023-2-00000-2377	MED REIMB/DEP CARE	109.17
023-5-64400-0000-0651	PARTS FOR VEHICLES	1,218.60
023-5-64400-0000-0652	TOOLS	389.18
023-5-64400-0000-0710	SOFTWARE MAINTENANCE	4,664.59
023-5-64400-0000-0715	BUILDING MAINT. & REPA...	41.68
023-5-64400-0000-0735	TELEPHONE	185.81
023-5-64400-0000-0749	OTHER SERVICES	250.00
023-5-64500-0000-0703	ADVERTISEMENTS & PRIN...	9.89
035-5-14000-0000-0749	OTHER SERVICES	18,021.27
046-5-33000-0000-0749	OTHER SERVICES	312.00
047-2-00000-0250	F.I.T PAYABLE	78.07
047-2-00000-0251	FICA PAYABLE	27.86
047-2-00000-0252	SIT PAYABLE	34.05
047-2-00000-0256	KPFR PAYABLE	298.24
047-2-00000-0257	EMP MEDICAL INS PAYAB...	83.66
047-2-00000-0260	JCPOA UNION DUES PAYA...	8.00

Account Summary

Account Number	Account Name	Payment Amount
047-2-00000-0267	DENTAL INSURANCE PAY	21.36
047-2-00000-1282	AFLAC	1.74
047-2-00000-1287	ADVANCE LIFE	2.44
047-2-00000-2377	MED REIMB/DEP CARE	25.00
075-5-39000-0000-0749	OTHER SERVICES	4,000.00
Grand Total:		1,292,972.96

Project Account Summary

Project Account Key	Payment Amount
None	1,241,265.99
00150170000000803	51,706.97
Grand Total:	1,292,972.96



Junction City, KS

Bank Transaction Report

Transaction Detail

Issued Date Range: 10/13/2021 - 10/27/2021

Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
Accounts Payable							
Outstanding							
Bank Draft							
10/22/2021		DFT0008705	ADVANCE LIFE INSURANCE	Accounts Payable	Outstanding	Bank Draft	-14.40
10/22/2021		DFT0008706	ADVANCE LIFE INSURANCE	Accounts Payable	Outstanding	Bank Draft	-5.41
10/22/2021		DFT0008707	AMERICAN FAMILY LIFE ASSURANCE COMPANY	Accounts Payable	Outstanding	Bank Draft	-7.99
10/22/2021		DFT0008708	AMERICAN FAMILY LIFE ASSURANCE COMPANY	Accounts Payable	Outstanding	Bank Draft	-117.79
10/22/2021		DFT0008709	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-67.68
10/22/2021		DFT0008710	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-438.09
10/22/2021		DFT0008711	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-36.88
10/22/2021		DFT0008712	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-504.74
10/22/2021		DFT0008713	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-836.64
10/22/2021		DFT0008714	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-418.32
10/22/2021		DFT0008715	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-102.90
10/22/2021		DFT0008716	KANSAS PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-459.25
10/22/2021		DFT0008717	KANSAS PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-552.51
10/22/2021		DFT0008718	KANSAS PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-1,465.17
10/22/2021		DFT0008719	ADVANCE SHORT TERM DISABILITY	Accounts Payable	Outstanding	Bank Draft	-34.49
10/22/2021		DFT0008720	AMERICAN FAMILY LIFE ASSURANCE COMPANY	Accounts Payable	Outstanding	Bank Draft	-46.23
10/22/2021		DFT0008725	ADVANCE LIFE INSURANCE	Accounts Payable	Outstanding	Bank Draft	-267.76
10/22/2021		DFT0008726	ADVANCE LIFE INSURANCE	Accounts Payable	Outstanding	Bank Draft	-769.03
10/22/2021		DFT0008727	AMERICAN FAMILY LIFE ASSURANCE COMPANY	Accounts Payable	Outstanding	Bank Draft	-364.13
10/22/2021		DFT0008728	AMERICAN FAMILY LIFE ASSURANCE COMPANY	Accounts Payable	Outstanding	Bank Draft	-1,467.75
10/22/2021		DFT0008729	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-483.67
10/22/2021		DFT0008730	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-1,996.40
10/22/2021		DFT0008731	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-3,992.80
10/22/2021		DFT0008732	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-731.00
10/22/2021		DFT0008733	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-2,123.88
10/22/2021		DFT0008734	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-876.18
10/22/2021		DFT0008735	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-1,752.36
10/22/2021		DFT0008736	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-663.84
10/22/2021		DFT0008737	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-5,299.77
10/22/2021		DFT0008738	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-3,028.56
10/22/2021		DFT0008739	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-8,366.40
10/22/2021		DFT0008740	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-2,928.24
10/22/2021		DFT0008741	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-755.91
10/22/2021		DFT0008742	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-623.08

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
10/22/2021		DFT0008743	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-6,853.88
10/22/2021		DFT0008744	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-2,188.17
10/22/2021		DFT0008745	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-1,217.65
10/22/2021		DFT0008746	KANSAS PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-76,256.93
10/22/2021		DFT0008747	KANSAS PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-4,476.80
10/22/2021		DFT0008748	KANSAS PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-4,704.92
10/22/2021		DFT0008749	KANSAS PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-10,244.34
10/22/2021		DFT0008752	ADVANCE SHORT TERM DISABILITY	Accounts Payable	Outstanding	Bank Draft	-706.83
10/22/2021		DFT0008753	AMERICAN FAMILY LIFE ASSURANCE COMPANY	Accounts Payable	Outstanding	Bank Draft	-673.27
10/22/2021		DFT0008758	EMPRISE BANK	Accounts Payable	Outstanding	Bank Draft	-31,258.25
Bank Draft Total: (44)							-180,180.29

Check

10/14/2021		375390	KS DEPT OF COMMERCE	Accounts Payable	Outstanding	Check	-115.00
10/20/2021		375395	SUNDOWN SALUTE INC	Accounts Payable	Outstanding	Check	-312.00
10/21/2021		375408	VERIZON WIRELESS	Accounts Payable	Outstanding	Check	-3,597.90
10/22/2021		375400	KANSAS PAYMENT CENTER	Accounts Payable	Outstanding	Check	-1,295.43
10/22/2021		375401	Peoples State Bank	Accounts Payable	Outstanding	Check	-89.96
10/22/2021		375403	ROLLING MEADOWS GOLF COURSE	Accounts Payable	Outstanding	Check	-345.22
10/22/2021		375405	UNITED WAY OF JUNCTION CITY-GEARY COUNTY	Accounts Payable	Outstanding	Check	-36.00
10/22/2021		375409	JAMES D JONES	Accounts Payable	Outstanding	Check	-250.00
10/22/2021		375410	Robyn Ford	Accounts Payable	Outstanding	Check	-310.00
10/22/2021		375411	US DEPT OF THE TREASURY	Accounts Payable	Outstanding	Check	-346.11
10/22/2021		375412	KANSAS GAS SERVICE	Accounts Payable	Outstanding	Check	-478.19
10/27/2021		375420	APAC KANSAS, INC.	Accounts Payable	Outstanding	Check	-52,176.39
10/27/2021		375421	BARTON COUNTY COMMUNITY COLLEGE	Accounts Payable	Outstanding	Check	-1,646.58
10/27/2021		375422	BAYER CONSTRUCTION CO.	Accounts Payable	Outstanding	Check	-733,083.72
10/27/2021		375423	BOUND TREE MEDICAL, LLC	Accounts Payable	Outstanding	Check	-4,609.96
10/27/2021		375424	BRADY INDUSTRIES OF KANSAS, LLC	Accounts Payable	Outstanding	Check	-610.09
10/27/2021		375425	BRAMLAGE PROPERTIES, LLC	Accounts Payable	Outstanding	Check	-350.00
10/27/2021		375426	BUD'S WRECKER SERVICE	Accounts Payable	Outstanding	Check	-100.00
10/27/2021		375427	CASH-WA DISTRIBUTING	Accounts Payable	Outstanding	Check	-518.84
10/27/2021		375428	CAT CANS PORTABLE SERVICES OF MANHATTAN, LLC	Accounts Payable	Outstanding	Check	-100.00
10/27/2021		375429	CATLETT AUTOMOTIVE, INC.	Accounts Payable	Outstanding	Check	-3,594.65
10/27/2021		375430	CELLEBRITE USA, INC.	Accounts Payable	Outstanding	Check	-2,500.00
10/27/2021		375431	CENTRAL LAKE ARMOR EXPRESS, INC.	Accounts Payable	Outstanding	Check	-14,994.61
10/27/2021		375432	CENTRAL POWER SYSTEMS & SERVICES	Accounts Payable	Outstanding	Check	-987.32
10/27/2021		375433	CIVICPLUS, INC	Accounts Payable	Outstanding	Check	-17,506.66
10/27/2021		375434	COLLECTION BUREAU OF KANSAS INC	Accounts Payable	Outstanding	Check	-1,780.45
10/27/2021		375435	COMPLIANCEONE	Accounts Payable	Outstanding	Check	-515.00
10/27/2021		375436	CRAFCO, INC.	Accounts Payable	Outstanding	Check	-1,008.40
10/27/2021		375437	CROWN DISTRIBUTORS, INC.	Accounts Payable	Outstanding	Check	-321.95
10/27/2021		375438	D. GERBER COMMERCIAL POOL PRODUCTS & SERVICE LLC.	Accounts Payable	Outstanding	Check	-342.68

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
10/27/2021		375439	DAVE'S ELECTRIC, INC.	Accounts Payable	Outstanding	Check	-3,470.66
10/27/2021		375440	EXPRESS SERVICES INC.	Accounts Payable	Outstanding	Check	-1,501.02
10/27/2021		375441	FACTORY MOTOR PARTS	Accounts Payable	Outstanding	Check	-779.72
10/27/2021		375442	FELD FIRE	Accounts Payable	Outstanding	Check	-6,750.00
10/27/2021		375443	FLINT HILLS BEVERAGE LLC	Accounts Payable	Outstanding	Check	-296.51
10/27/2021		375444	FRONTIER SPIRITS	Accounts Payable	Outstanding	Check	-274.41
10/27/2021		375445	GADES SALES CO.	Accounts Payable	Outstanding	Check	-3,423.18
10/27/2021		375446	GEARY COMMUNITY HOSPITAL	Accounts Payable	Outstanding	Check	-43.61
10/27/2021		375447	GEARY COUNTY TREASURER	Accounts Payable	Outstanding	Check	-5,935.50
10/27/2021		375448	HAMPEL OIL DISTRIBUTORS INC	Accounts Payable	Outstanding	Check	-5,210.76
10/27/2021		375449	HONOR SCREENPRINTING & EMBROIDERY LLC	Accounts Payable	Outstanding	Check	-1,121.00
10/27/2021		375450	IDEXX DISTRIBUTION, INC.	Accounts Payable	Outstanding	Check	-419.70
10/27/2021		375451	IMAGEQUEST INC.	Accounts Payable	Outstanding	Check	-29.95
10/27/2021		375452	INITIATIVES, INC.	Accounts Payable	Outstanding	Check	-15,000.00
10/27/2021		375453	INTERVET INC	Accounts Payable	Outstanding	Check	-868.75
10/27/2021		375454	KA-COMM	Accounts Payable	Outstanding	Check	-792.75
10/27/2021		375455	KANSAS GOLF AND TURF	Accounts Payable	Outstanding	Check	-2,635.32
10/27/2021		375456	KANSAS STATE UNIVERSITY-KSVDL	Accounts Payable	Outstanding	Check	-61.00
10/27/2021		375457	LEAGUE OF KANSAS MUNICIPALITIES	Accounts Payable	Outstanding	Check	-175.00
10/27/2021		375458	M & L SERVICE LLC	Accounts Payable	Outstanding	Check	-99.34
10/27/2021		375459	MASTER LANDSCAPE INC.	Accounts Payable	Outstanding	Check	-1,612.30
10/27/2021		375460	MICHAEL P. HINKIN ATTORNEY-AT-LAW, LLC	Accounts Payable	Outstanding	Check	-2,333.00
10/27/2021		375461	MID KANSAS COOPERATIVE ASSOCIATION	Accounts Payable	Outstanding	Check	-852.80
10/27/2021		375462	MIDWEST CONCRETE MATERIALS	Accounts Payable	Outstanding	Check	-5,847.75
10/27/2021		375463	MUNIE GREENCARE PROFESSIONALS	Accounts Payable	Outstanding	Check	-7,183.50
10/27/2021		375464	PENN ENTERPRISES	Accounts Payable	Outstanding	Check	-67.50
10/27/2021		375465	PETROCHOICE HOLDINGS INC	Accounts Payable	Outstanding	Check	-608.49
10/27/2021		375466	PROPANE CENTRAL	Accounts Payable	Outstanding	Check	-362.91
10/27/2021		375467	R & R PRODUCTS CO.	Accounts Payable	Outstanding	Check	-847.90
10/27/2021		375468	REEVES-WIEDEMAN CO.	Accounts Payable	Outstanding	Check	-13.90
10/27/2021		375469	ROTHWELL LANDSCAPE INC	Accounts Payable	Outstanding	Check	-67.50
10/27/2021		375470	SALINA SUPPLY COMPANY	Accounts Payable	Outstanding	Check	-2,018.02
10/27/2021		375471	SCHULTZ CONSTRUCTION, INC.	Accounts Payable	Outstanding	Check	-50,845.45
10/27/2021		375472	SHI INTERNATIONAL CORP.	Accounts Payable	Outstanding	Check	-7,633.60
10/27/2021		375473	STAPLES ADVANTAGE	Accounts Payable	Outstanding	Check	-138.69
10/27/2021		375474	THERMAL COMFORT AIR, INC	Accounts Payable	Outstanding	Check	-931.07
10/27/2021		375475	TLC MOBILE SERVICES	Accounts Payable	Outstanding	Check	-350.00
10/27/2021		375476	TYLER TECHNOLOGIES, INC	Accounts Payable	Outstanding	Check	-13,993.75
10/27/2021		375477	UNDERGROUND VAULTS & STORAGE, INC.	Accounts Payable	Outstanding	Check	-30.00
10/27/2021		375478	VALOR FORD INC	Accounts Payable	Outstanding	Check	-593.34
10/27/2021		375479	VAN WALL EQUIPMENT	Accounts Payable	Outstanding	Check	-665.59
10/27/2021		375480	WALSH CUSTOMS & COLLISION	Accounts Payable	Outstanding	Check	-1,147.80
10/27/2021		375481	WATER PROTECTION FEE/CLEAN DRINKING FEE	Accounts Payable	Outstanding	Check	-15,360.78

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
10/27/2021		375482	WEIS FIRE AND SAFETY EQUIPMENT LLC	Accounts Payable	Outstanding	Check	-1,195.00
10/27/2021		375483	XEROX CORPORATION	Accounts Payable	Outstanding	Check	-316.88
10/27/2021		375484	ZOETIS US LLC	Accounts Payable	Outstanding	Check	-431.50
Check Total: (76)							-1,008,260.31
Outstanding Total: (120)							-1,188,440.60
Accounts Payable Total: (120)							-1,188,440.60
Report Total: (120)							-1,188,440.60

Summary

Bank Account	Count	Amount
1074318 POOLED CASH MASTER	120	-1,188,440.60
Report Total:	120	-1,188,440.60

Cash Account	Count	Amount
999 999-1-00000-0101 POOLED CASH MASTER	120	-1,188,440.60
Report Total:	120	-1,188,440.60

Transaction Type	Count	Amount
Bank Draft	44	-180,180.29
Check	76	-1,008,260.31
Report Total:	120	-1,188,440.60



City of Junction City – City Commission Agenda Memo

From: Leslye Cartwright, Human Resources Specialist
To: Mayor and Commissioners
Subject: Payroll #20 & #21 2021

Objective: The consideration and approval of Payroll #20 & #21 for the month of October 2021.

Explanation of Issue: The payroll for October was calculated as the attachment outlines.

Alternatives: The City Commission has the following alternatives concerning the issues at hand,

Approve, disapprove, or table the Payroll #20 & #21 request

Recommendation: City Staff recommends the City Commission approve the October 2021 Payrolls.

Enclosures:

1. Calculation of Employer Expenses for payrolls #20 & #21
2. General Ledger Totals

Employer Paid Wages & Benefits

Payroll # 20 2021

Payroll # 21 2021

Retirement Contributions		
KPERS Tier 1	\$ 2,917.38	\$ 2,847.07
KPERS Tier 2	\$ 3,335.07	\$ 3,136.08
KPERS Tier 3	\$ 6,663.01	\$ 6,984.71
KPERS Retired	-	-
KP&F	\$ 54,033.27	\$ 57,363.34
Social Security	\$ 9,793.78	\$10,503.64
Medicare	\$ 5,493.90	\$5,987.43
BCBS Dental	\$ 3,579.43	\$ 3,535.71
Freedom Claims/BCBS	\$ 28,762.51	\$ 28,343.35
Advance (BCBS)	\$ 1,034.13	\$ 1,023.48
Employee Salary	\$ 274,481.45	\$ 298,580.07

CITY COMMISSION MINUTES

October 19, 2021

7:00 p.m.

CALL TO ORDER

The scheduled meeting of the Junction City Commission was held on Tuesday, October 19, 2021 with Mayor Jeff Underhill presiding.

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

CONSENT AGENDA

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

- a. Consideration of Appropriation Ordinance A-19 dated Sept 30th, 2021-Oct 12th, 2021 in the amount of \$1,472,675.70 and pre-approval for items listed below in the amount of \$207,480.58.

Joshua Douglass \$2,500.00, Columbia Capital \$1,290.00, Dorothy Bramlage Library \$57,449.70, HDR \$124,104.68, Wex Bank \$20,965.20, and Honor Screen Printing \$1,121.00.

- b. Consideration of September 2021 ambulance contractual obligation adjustments for \$65,755.54 and bad debt adjustments for \$23,155.09.
- c. Consideration of City Commission Minutes for the October 5, 2021 Meeting.
- d. Consideration of the Special Event Permit for All Treats Day on October 28, 2021 from 5 p.m.-7 p.m. and waiving the Special Event Fee.

SPECIAL PRESENTATIONS

The Geary County Food System Assessment Update was presented by Susan Jagerson with Live Well Geary County.

Proclamation declaring November 1, 2021 as Extra Mile Day in the City of Junction City, Kansas by Mayor Underhill.

October 19, 2021

Proclamation declaring November 8, 2021 as Home Rule Day in the City of Junction City, Kansas by Mayor Underhill.

APPOINTMENTS

The Request to Appoint Interim Fire Chief Jason Lankas to the Junction City Geary County 911 Board was presented. City Manager Dinkel gave details and answered questions. Commissioner Landes moved to approve the Request to Appoint Interim Fire Chief Jason Lankas to the Junction City Geary County 911 Board, seconded by Commissioner Larson. Ayes: Underhill, Brown, Landes, Butler and Larson. Nays: None. Motion carried.

NEW BUSINESS

Change Order #1 for the Sanitary Sewer Extension to Serve West Acres Subdivision No. 2 in the amount of \$5,500 was presented. Public Works Director Ibarra gave details and answered questions. Commissioner Landes moved to approve Change Order #1 for the Sanitary Sewer Extension to Serve West Acres Subdivision No. 2 in the amount of \$5,500, seconded by Commissioner Brown. Ayes: Underhill, Brown, Landes, Butler and Larson. Nays: None. Motion carried.

KDOT Agreement No. 337-21 for the East 6th Street Bridge Replacement was presented. Public Works Director Ibarra gave details and answered questions. Commissioner Larson moved to approve KDOT Agreement No. 337-21 for the East 6th Street Bridge Replacement, seconded by Commissioner Butler. Ayes: Underhill, Brown, Landes, Butler and Larson. Nays: None. Motion carried.

KDOT Traffic Signal Maintenance Agreement was presented. Public Works Director Ibarra gave details and answered questions. Commissioner Landes moved to approve KDOT Traffic Signal Maintenance Agreement, seconded by Commissioner Larson. Ayes: Underhill, Brown, Landes, Butler and Larson. Nays: None. Motion carried.

The Award of Bid for the Purchase of Bulk Deicing Salt to Central Salt, LLC from Lyons, Kansas in the amount of \$52,572.00 was presented. Public Works Director Ibarra gave details and answered questions. Commissioner Brown moved to approve the Award of Bid for the Purchase of Bulk Deicing Salt to Central Salt, LLC from Lyons, Kansas in the amount not to exceed \$52,572.00, seconded by Commissioner Butler. Ayes: Underhill, Brown, Landes, Butler and Larson. Nays: None. Motion carried.

The Award of Bid for the Purchase of UPM Pothole Patch Materials to APAC-Shears of Salina, Kansas in the amount of \$49,125.00 was presented. Public Works Director Ibarra gave details and answered questions. Commissioner Larson moved to approve the Award of Bid for the Purchase of UPM Pothole Patch Materials to APAC-Shears of Salina, Kansas in the amount not to exceed

October 19, 2021

\$49,125.00, seconded by Commissioner Brown. Ayes: Underhill, Brown, Landes, Butler and Larson. Nays: None. Motion carried.

Change Order No. 5 for the Wastewater Treatment Plant Phase 1 Improvements Project was presented. Don Lindeman, HDR Engineering and City Manager Dinkel gave details and answered questions. Commissioner Butler moved to approve Change Order No. 5 for the Wastewater Treatment Plant Phase 1 Improvements Project, seconded by Commissioner Landes. Ayes: Underhill, Brown, Landes, Butler and Larson. Nays: None. Motion carried.

MAYOR, COMMISSIONER & STAFF COMMENTS

Mayor, Commissioners and Staff provided reports on Committees and Community Events.

ADJOURNMENT

Commissioner Butler moved, seconded by Commissioner Larson to adjourn at 7:51 p.m. Ayes: Underhill, Brown, Landes and Larson. Nays: None. Motion carried.

APPROVED AND ACCEPTED THIS 2ND DAY OF NOVEMBER AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION MINUTES FOR OCTOBER 19TH, 2021.

Tammy Melton, City Clerk

Jeff Underhill, Mayor



Proclamation

Small Business Saturday

Whereas, the government of Junction City, Kansas, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are 31.7 million small businesses in the United States, they represent 99.7% of firms with paid employees, and they are responsible for 65.1% of net new jobs created from 2000 to 2019; and

Whereas, small businesses employ 47.1% of the employees in the private sector in the United States, 88% of U.S. consumers feel a personal commitment to support small businesses in the wake of the pandemic, and 92% of small business owners have pivoted the way they do business to stay open during the pandemic; and

Whereas, 97% of Small Business Saturday® shoppers recognize the impact they can make by shopping small, 85% of them also encouraged friends and family to do so, too; and

Whereas, 56% of shoppers reported they shopped online with a small business on Small Business Saturday in 2020; and more than 50% of consumers who reported shopping small endorsed a local business on social media or shopped at a local business because of a social media recommendation; and

Whereas, Junction City, Kansas supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

Whereas, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, I, Jeff Underhill, Mayor of Junction City, Kansas do hereby proclaim, November 27, 2021, as:

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

Jeff Underhill, Mayor

ATTEST:

Tammy Melton, City Clerk

City of Junction City

City Commission

Agenda Memo

11-02-2021

From: John Lamb, Chief of Police
To: Allen Dinkel, City Manager
Subject: **Junction City Police Department Promotions**

Background:

With recent restructuring of the Junction City Police Department and the movement of Lt. Doug Cathey to Accreditation Manager a lieutenant position vacancy was created and subsequently a sergeant position.

Promotions:

Detective Sergeant Brandon Mau was promoted to Patrol Lieutenant and,
Officer Emily Olson was promoted to Patrol Sergeant

City of Junction City

City Commission

Agenda Memo

11-02-2021

From: John Lamb, Chief of Police
To: Allen Dinkel, City Manager
Subject: **Recognition of Employee and Supervisor of the Quarter**

Objective: As a representative of the Junction City Award Committee, I have been tasked with recognizing this quarter's employee and supervisor of the quarter for Junction City.

Explanation of Issue: With numerous submissions, the award committee has selected Michael Downs with the Public Works Department for employee of the quarter and Darrel Penland with the Parks and Recreation as supervisor of the quarter.

Budget Impact: None.

Special Considerations: There are no special considerations.

Alternatives:

Recommendation:

Enclosures:

None:

City of Junction City

City Commission

Agenda Memo

11-2-21

From: Vanessa Gray- Animal Shelter Director
To: City Commission
Subject: Pet Memorial

Objective: To create a Pet Memorial for public access

Explanation of Issue: There is no existing Pet Memorial in the City Limits and I think it would be a great way for pet parents to pay respects to their deceased pets as well as a fundraising tool for Max's Fund. They can give a donation and receive a brick that puts their pet and their information on it to come back and visit. We are wanting to put this in the front lawn of the Animal Shelter near the trail for public access. Eagle Scout's want to help with this project for their annual project as well as some landscaping around the shelter.

Budget Impact: Virtually none unless we need extra supplies to create or for keep up of memorial afterwards.

Alternatives:

1. Approve, Disapprove, Modify, Table

Recommendation: Staff recommends a motion to approve

Enclosures:

City of Junction City

City Commission

Agenda Memo

11/02/2021

From: Allen J. Dinkel, City Manager

To: Governing Body

Subject: Reappointment of Shelia Burdett to the Metropolitan Commission (MPC) and Board of Zoning Appeals (BOZA)

Objective: To reappoint a member to the MPC and BOZA.

Explanation of Issue: Shelia Burdett's term expires, and she is willing to be reappointed. There are presently 6 members on the MPC. Three are appointed each by the City of Junction City and Geary County. The other two appointees from the City are Ken Mortensen and Branden Dibben.

Budget Impact: None.

Staff Recommendation: Reappoint Shelia Burdett to a three-year term expiring on December 31, 2024.

Suggested Motion: I move to reappoint Shelia Burdett to a three-year term on the Metropolitan Planning Commission (MPC) and Board of Zoning Appeals (BOZA) expiring on December 31, 2024.

City of Junction City

Agenda Memo

City Commission

11/02/2021

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, 2022

Objective: Appoint a city representative to the EDC for a 3-year term.

Explanation of Issue: Graham Foust's 2-year term as a member of the EDC Advisory Board is ending on December 31, 2021. Graham is willing to serve another 3-year term. (the terms were expanded to 3-years Graham is an excellent member of the Committee with a great attendance record. Mark Powers is the other City Appointee with 1 year remaining on his term. Mark also represents the City very faithfully.

Budget Impact: None

Staff Recommendation: I recommend the appointment.

Recommended Motion: I move to appoint Graham Foust to the Junction City Area Chamber City Area Chamber of Commerce Economic Development Advisory Committee for a 3-year term expiring on December 31, 2024.

Attachments: None

City of Junction City

City Commission

Agenda Memo

11/02/2021

From: Allen J. Dinkel, City Manager
To: Governing Body
Subject: **Appointments to the Food Policy Council**

Objective: To reappoint two members to the Food Policy Council

Explanation of Issue: Susan Jagerson, Grant Coordinator of the Live Well Geary County Pathways to a Healthy Kansas sent the memo below:

Allen,

Hi, we would like to request the appointment of three new members to the LWGC Food Policy Council to be on the next commission meeting agenda.

They would be two year appointments for:
Kalie Brownlee - Konza WIC/Geary Community Farmers Market
Sarah Schmidt - Agriculture/Farming
Tammy Melton – City of Junction City

Thank you.
Susan

Budget Impact: None.

Staff Recommendation: Appoint Kalie Brownlee, Sarah Schmidt and Tammy Melton to the Food Policy Council. This group continues to work on Food issues for local residents.

Suggested Motion: I move to appoint Kalie Brownlee, Sarah Schmidt and Tammy Melton to the Food Policy Council.

City of Junction City

City Commission

Agenda Memo

11/02/2021

From: Allen J. Dinkel, City Manager

To: Governing Body

**Subject: Ordinance S-3246 Authorizing \$2,025,091.83 in Taxable
Industrial Revenue Bonds, Series 2021**

Objective: Authorize issuance of \$2,025,091.83 of Taxable Industrial Revenue Bonds, Series 2021.

Explanation of Issue: As part of the CAMSO Project, a hearing was held on June 19, 2018, for the consideration of Industrial Revenue Bonds not to exceed \$40,000.00. An ordinance allowed the issuance of those bonds. The City has no risk and all fees regarding the bonds and the issuance are not a responsibility of the City. The IRB locked in place the taxes for the property for a 10-year period equal to the 2017 amount. On November 20, 2108, the City Commission approved up to \$6,000,000 of Industrial Revenue. CAMSO is now wanting to invest more dollars and expansion of their facilities.

Another public hearing is not needed since they are still well under the initial limit of \$40,000,000.

Staff Recommendation: Approve Ordinance S-3246. CAMSO has been an outstanding company in our community, and I look forward to future growth in Junction City.

Attachments: Ordinance S-3246, IRB Documents.

ORDINANCE NO. S-3246

**OF THE
CITY OF JUNCTION CITY, KANSAS**

**AUTHORIZING THE ISSUANCE OF
\$2,025,091.83 TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2021
(CAMSO MANUFACTURING PROJECT)**

ORDINANCE NO. S-3246

AN ORDINANCE AUTHORIZING THE CITY OF JUNCTION CITY, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2021 (CAMSO MANUFACTURING PROJECT) FOR THE PURPOSE OF THE IMPROVING, RENOVATING AND EQUIPPING OF AN EXISTING COMMERCIAL FACILITY; AND AUTHORIZING CERTAIN OTHER RELATED DOCUMENTS AND ACTIONS.

THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS HAS FOUND AND DETERMINED:

A. The City of Junction City, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 *et seq.*, as amended (the "Act"), to acquire, construct, improve and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for the facilities, and to issue revenue bonds for the purpose of paying the costs of the facilities.

B. The Issuer's governing body has determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds, Series 2021 (Camso Manufacturing Project) in the aggregate principal amount of \$2,025,091.83 (the "Series 2021 Bonds"), for the purpose of paying the costs of modifying, renovating and equipping of a manufacturing facility (the "Project"), as more fully described in the Bond Agreement and in the Project Lease authorized in this Ordinance, for lease to Camso Manufacturing USA, LTD., a Delaware corporation (the "Tenant").

C. The Issuer's governing body finds that it is necessary and desirable in connection with the issuance of the Series 2021 Bonds to execute and deliver the following documents (collectively, the "Bond Documents"):

(i) a Bond Agreement (the "Bond Agreement"), among the Issuer, the Tenant and Security Bank of Kansas City, Kansas City, Kansas (the "Bank") prescribing the terms and conditions of issuing and securing the Series 2021 Bonds;

(ii) a Site Lease (the "Site Lease"), with the Tenant under which the Tenant will sublease a leasehold interest in the Real Property to the Issuer; and

(iii) a Project Lease (the "Project Lease"), with the Tenant, under which the Issuer will acquire, renovate and improve the Project and lease it to the Tenant in consideration of Basic Rent and other payments.

D. The Issuer's governing body has found that under the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project purchased or constructed with the proceeds of the Series 2021 Bonds is eligible for exemption from ad valorem property taxes for up to 10 years, commencing in the calendar year following the calendar year in which the Bonds are issued, if proper application is made, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto. The Issuer's governing body has further found that the Project should be exempt from ad valorem property taxes for a period of ten (10) years. Prior to making this determination, the

governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of the exemption required by K.S.A. 12-1749d.

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

Section 1. **Definition of Terms.** All terms and phrases not otherwise defined in this Ordinance will have the meanings set forth in the Bond Agreement and the Project Lease.

Section 2. **Authority to Cause the Project to Be Acquired and Constructed.** The Issuer is authorized to obtain a leasehold interest in lease the Real Property from the Tenant, and the Issuer is authorized to cause the Project to be acquired, renovated and equipped in the manner described in the Bond Agreement, the Site Lease and the Project Lease.

Section 3. **Authorization of and Security for the Bonds.** The Issuer is authorized and directed to issue the Series 2021 Bonds, to be designated "City of Junction City Kansas Taxable Industrial Revenue Bonds, Series 2021 (Camso Manufacturing Project)" in the aggregate principal amount of \$2,025,091.83, for the purpose of providing funds to pay the costs of the improving, renovating and equipping of the Project. The Series 2021 Bonds will be dated and bear interest, will mature and be payable at the times, will be in the forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Bond Agreement. The Series 2021 Bonds will be special limited obligations of the Issuer payable solely from the revenues derived from the Project Lease. The Series 2021 Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer and will not be payable in any manner by taxation.

Section 4. **Authorization of Bond Agreement.** The Issuer is authorized to enter into the Bond Agreement with the Bank and the Tenant in the form approved in this Ordinance. The Issuer will issue and sell the Bonds and provide for payment of the Bonds and interest thereon from the revenues derived by the Issuer under the Project Lease and other moneys as described in the Bond Agreement, all on the terms and conditions in the Bond Agreement.

Section 5. **Lease of the Project.** The Issuer will lease a leasehold interest in the Real Property and acquire, renovate and equip the Project and lease it to the Tenant according to the provisions of the Site Lease and Project Lease in the form approved in this Ordinance.

Section 6. **Execution of Bonds and Bond Documents.** The Mayor of the Issuer is authorized and directed to execute the Series 2021 Bonds and deliver them to the Bank for authentication on behalf of the Issuer in the manner provided by the Act and in the Bond Agreement. The Mayor or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in substantially the forms presented for review prior to passage of this Ordinance, with the corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series 2021 Bonds, the Bond Documents and the other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

Section 7. **Property Tax Exemption.** The Project will be exempt from ad valorem property taxes for ten (10) years, commencing in the calendar year after the calendar year in which the Series 2021 Bonds

are issued, provided no exemption may be granted from special assessment and from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto. The Tenant will prepare the application for exemption and submit it to the Issuer for its review. After its review, the Issuer will submit the application for exemption to the State Board of Tax Appeals.

Section 8. **Pledge of the Project and Net Lease Rentals.** The Issuer hereby pledges the Project and the net rentals generated under the Project Lease to the payment of the Series 2021 Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Series 2021 Bonds are paid or deemed to have been paid in accordance with the terms of the Bond Agreement.

Section 9. **Authority To Correct Errors and Omissions.** The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of said instruments or to the provisions of this Ordinance.

Section 10. **Further Authority.** The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series 2021 Bonds and the Bond Documents.

Section 11. **Effective Date.** This Ordinance shall take effect after its passage by the governing body of the Issuer, signature by the Mayor and publication once in the Issuer's official newspaper.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

PASSED by the governing body of the Issuer on November 2, 2021 and **SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

City Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE

I hereby certify that the attached copy is a true and correct copy of Ordinance No. ____ of the City of Junction City, Kansas duly passed by the governing body, signed by the Mayor and published in the official City newspaper on the respective dates stated in this ordinance, and that the signed original of the Ordinance is on file in my office.

[SEAL]

City Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF JUNCTION CITY, KANSAS
HELD ON NOVEMBER 2, 2021**

The governing body of the City of Junction City, Kansas met in regular session at the usual meeting place in the City, 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 for passage an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF JUNCTION CITY, KANSAS TO
ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2021 (CAMSO
MANUFACTURING PROJECT) FOR THE PURPOSE OF THE IMPROVING,
RENOVATING AND EQUIPPING A COMMERCIAL FACILITY; AND
AUTHORIZING CERTAIN OTHER RELATED DOCUMENTS AND ACTIONS.

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

Aye:

Nay:

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. _____ and was signed by the Mayor and the signature attested by the City Clerk.

* * * * *

(Other Proceedings)

* * * * *

CERTIFICATE

I 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 the proceedings are on file in my office.

[SEAL]

City Clerk

(Published in *The Daily Union* on November 5, 2021)

SUMMARY OF ORDINANCE NO. S-3246

On November 2, 2021, the governing body of the City of Junction City, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF JUNCTION CITY, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2021 (CAMSO MANUFACTURING PROJECT) FOR THE PURPOSE OF THE IMPROVING, RENOVATING AND EQUIPPING A COMMERCIAL FACILITY; AND AUTHORIZING CERTAIN OTHER RELATED DOCUMENTS AND ACTIONS.

The Ordinance authorizes the Issuer to issue its Taxable Industrial Revenue Bonds, Series 2021 (Camso Manufacturing Project) in the aggregate principal amount of \$2,025,091.83 (the "Series 2021 Bonds"), for the purpose of paying the costs of the improving, renovating and equipping of a commercial facility (the "Project"), as more fully described in the Bond Agreement, the Site Lease and the Project Lease authorized by the Ordinance. The Project will be leased by the Issuer to Camso Manufacturing USA, LTD., a Delaware corporation. In connection with the issuance of the Series 2021 Bonds, the Issuer approves a ten (10) year exemption from ad valorem property taxes for the Project.

A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, City Hall, 700 North Jefferson Street, Junction City, Kansas 66441. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.junctioncity-ks.gov.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: November 2nd, 2021.

City Attorney



CITY OF JUNCTION CITY, KANSAS
\$2,025,091.83
 TAXABLE INDUSTRIAL REVENUE BONDS
 (CAMSO MANUFACTURING PROJECT)

OCTOBER 2021

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER 2021

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

FINANCING SCHEDULE

Following is a tentative financing schedule. If you have any comments on the schedule, please advise.

City of Junction City, Kansas
 Britain Darby Stites, Esq.
 Security Bank of Kansas City
 CAMSO Manufacturing USA, Ltd.
 Foulston Siefkin LLP
 Gilmore & Bell, P.C.

"Issuer"
 "Issuer's Attorney"
 "Bank"
 "Tenant"
 "Tenant's Counsel"
 "Bond Counsel"

<u>DATE</u>	<u>DESCRIPTION</u>	<u>RESPONSIBLE PARTY</u>	<u>COMPLETED</u>
06/19/18	Adoption of Resolution of Intent	Issuer	X
09/16/21	Distribute first draft of bond documents	Bond Counsel	X
10/11/21	Comments due on first draft of bond documents	All	
10/13/21	Distribute revised drafts of bond documents	Bond Counsel	
10/13/21	Final Ordinance to City	Bond Counsel	
11/02/21	Consideration of Ordinance	Issuer/Bond Counsel	
11/03/21	Ordinance to Newspaper	Bond Counsel	
11/05/21	Publication of Ordinance	Bond Counsel	
11/10/21	Deadline for filing BOTA informational statement	Bond Counsel	
11/12/21	Distribute Closing Letter and Print bonds	Bond Counsel	
11/17/21	Preclosing	All	
11/18/21	Closing	All	

BOND AGREEMENT

between

CITY OF JUNCTION CITY, KANSAS

and

**SECURITY BANK OF KANSAS CITY
KANSAS CITY, KANSAS**

and

CAMSO MANUFACTURING USA, LTD.

Dated as of November 1, 2021

**City of Junction City, Kansas
\$2,025,091.83
Taxable Industrial Revenue Bonds
Series 2021
(Camso Manufacturing Project)**

BOND AGREEMENT

TABLE OF CONTENTS

	<u>Page</u>
Section 1. Definitions.	1
Section 2. [Reserved].	5
Section 3. Owner’s Representations.	5
Section 4. The Bonds.	6
Section 5. Project Fund, Debt Service Fund and Other Funds.	8
Section 6. The Bank.	9
Section 7. Events of Default and Remedies.	12
Section 8. Notices.	13
Section 9. Miscellaneous Provisions.	14
Exhibit A – Form of Bond.....	A-1

BOND AGREEMENT

THIS BOND AGREEMENT, dated as of November 1, 2021, between the City of Junction City, Kansas an incorporated city of the first class, duly organized under the laws of the State of Kansas (the "Issuer"), Security Bank of Kansas City, Kansas City, Kansas, a banking corporation or association organized under the laws of the United States of America or one of the states thereof (the "Bank"), having a commercial banking office in Kansas City, Kansas, as depositary, fiscal agent and paying agent, and Camso Manufacturing USA, LTD., a Delaware corporation (the "Tenant").

The Issuer, the Bank and the Tenant hereby agree as follows:

Section 1. Definitions. In addition to the words and terms defined elsewhere in this Bond Agreement, the Site Lease and the Project Lease, the following words and terms as used in this Bond Agreement shall have the following meanings, unless some other meaning is plainly intended:

"Act" means K.S.A. 12-1740 *et seq.*, as amended.

"Assignment" means the Assignment of Leases and Security Agreement, dated as of November 1, 2021, from the Issuer to the Bank.

"Authorized Tenant Representative" means the person designated to act on behalf of the Tenant as provided in *Section 9* of this Bond Agreement.

"Bank" means Security Bank of Kansas City, Kansas City, Kansas, as fiscal agent and paying agent.

"Bond Agreement" means this Bond Agreement as from time to time amended and supplemented.

"Bond Counsel" means the firm of Gilmore & Bell, P.C. or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to Issuer and Tenant.

"Debt Service Fund" means the Debt Service Fund created by *Section 5* hereof.

"Bonds" means the Issuer's Taxable Industrial Revenue Bonds, Series 2021 (Camso Manufacturing Project), in an aggregate original principal amount not exceeding \$2,025,091.83 issued pursuant to this Bond Agreement.

"Change of Circumstances" means the occurrence of any of the following events:

(a) title to, or the temporary use of, all or any substantial part of the Project shall be condemned by any authority exercising the power of eminent domain;

(b) title to the portion of the Real Property is found to be deficient or nonexistent to the extent that the Project is untenable or the efficient utilization of the Project by the Tenant is substantially impaired;

(c) substantially all of the Improvements are damaged or destroyed by fire or other casualty; or

(d) as a result of: (i) changes in the constitution of the State; or (ii) any legislative or administrative action by the State or any political subdivision thereof, or by the United States; or (iii) any action instituted in any court, the Site Lease or Project Lease shall become void or unenforceable, or impossible of performance

without unreasonable delay, or in any other way by reason of changes of circumstances, unreasonable burdens or excessive liabilities are imposed upon Issuer or Tenant.

"Completion Date" means the date the Project was completed as certified in accordance with *Section 5.5* of the Project Lease.

"Costs of Issuance" means any and all expenses of whatever nature incurred in connection with the issuance and sale of Bonds, including, but not limited to, underwriting fees and expenses, underwriting discount, initial fees of the Bank, appraisal fees, administrative fees or expenses of the Issuer, bond and other printing expenses and legal fees and expenses of Bond Counsel, Issuer's counsel, Bank counsel and counsel for the Tenant.

"Event of Default" means, with respect to this Bond Agreement, an "Event of Default" as defined in *Section 7* hereof and, with respect to the Project Lease, an "Event of Default" as defined in *Section 1* thereto.

"Existing Facilities" means all buildings and building improvements existing on the Real Property on the date of issuance of the Bonds.

"Government Securities" means direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Improvements" means all real property improvements and personal property purchased in whole or in part with the proceeds of the Bonds and any additional Improvements as contemplated by *Article XII* of the Project Lease.

"Interest Payment Date" means any date on which any interest is payable on any Bonds.

"Issue Date" means the date on which the initial Bond certificates representing the Bonds are authenticated by the Bank and delivered in exchange for payment of their purchase price.

"Issuer" means the City of Junction City, Kansas an incorporated city of the first class duly organized under the laws of the State of Kansas, and its successors and assigns.

"Net Proceeds" means the gross proceeds from the insurance (including without limitation title insurance) or condemnation award with respect to which that term is used remaining after the payment of all expenses (including without limitation attorneys' fees and any expenses of the Issuer, the Tenant, the Bank or any other Owner) incurred in the collection of the gross proceeds.

"Outstanding" means, as of a particular date, all Bonds issued, authenticated and delivered under this Bond Agreement, except:

(a) Bonds canceled by the Bank or delivered to the Bank as fiscal agent and paying agent for cancellation pursuant to this Bond Agreement;

(b) Bonds for the payment or redemption of which moneys or investments have been deposited in trust and irrevocably pledged to the payment or redemption; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Bond Agreement.

"Owner" means the registered owner of any Bond as shown on the registration books of the Bank maintained as provided in this Bond Agreement.

"Permitted Encumbrances" means Permitted Encumbrances as defined in the Site Lease and Project Lease.

"Permitted Investments" means any of the following securities, which are permitted for investment of funds held by the Bank pursuant to this Bond Agreement:

(a) Government Securities;

(b) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, National Bank for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Association;

(c) savings or other depository accounts or certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Bank and its affiliates), provided that the deposits shall be either of a bank, trust company or national banking association continuously and fully insured by the Federal Deposit Insurance Corporation, or continuously and fully insured by a guarantee deposit bond issued by an acceptable insurance carrier which carrier would include Kansas Bankers Surety of Topeka, Kansas which shall have an insured amount (exclusive of accrued interest) at all times at least equal to the principal amount of such deposits and shall be lodged with the Bank, as custodian, by the bank, trust company or national banking association accepting such deposit or issuing such certificate of deposit, and the bank, trust company or national banking association issuing each such certificate of deposit required to be so secured shall furnish the Bank an undertaking satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount equal to the principal amount of each such certificate of deposit and the Bank shall be entitled to rely on each such undertaking;

(d) any repurchase agreement with any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Bank) or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by any one or more of the securities described in clauses (a) or (b) above, and

(e) investments in shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in clauses (a), (b) or (c) above or repurchase agreement related thereto.

"Project" means the Project described in *Schedule I* to the Project Lease and any additions, modifications, improvements, replacements, repairs, renewals, reconstruction or restoration thereof, therefor or thereto made pursuant to *Section 11.1 or 12.1* of the Project Lease.

"Project Costs" means (a) all costs and expenses incurred in or necessary or incident to the purchase, construction and installation of the Improvements; (b) expenses incurred by the Tenant for preliminary plans, surveys, soil borings and other items necessary to the commencement of construction; and (c) the cost of the title evidence required by *Section 6.4* of the Project Lease.

"Project Fund" means the Project Fund created by *Section 5* hereof.

"Project Lease" means the Project Lease, dated as of November 1, 2021, between the Issuer and the Tenant, as from time to time amended or supplemented.

"Site Lease" means the Site Lease, dated as of November 1, 2021, between the Tenant and the Issuer, as from time to time amended or supplemented, creating a leasehold interest of the .

"Tenant" means Camso Manufacturing USA, LTD., a Delaware corporation, and its successors or assigns and any surviving, resulting or succeeding business entity, as provided in *Sections 9.2 and 9.4* of the Project Lease.

Section 2. [Reserved.]

Section 3. Owner's Representations. The Owner of the Bonds represents that: (a) it is purchasing the Bonds solely for its own account for investment purposes only, and not with a view to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof (subject to the understanding that disposition of its property will remain at all times within its control); (b) it has had access to, and has examined to the extent it deems necessary (1) information concerning the Bonds, and (2) copies of the Ordinance, this Bond Agreement, the Site Lease, and the Project Lease relating to the authorization of and security for payment of the Bonds; (c) it has sufficient knowledge and experience in business and financial matters in general, and investments such as the Bonds in particular, to enable it to evaluate the risks involved in an investment in the Bonds, and it confirms that its investment in the Bonds constitutes an investment that is suitable for and consistent with its investment program and that it is able to bear the economic risk of an investment in the Bonds; (e) it understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the "1933 Act") or the securities laws of any state and will be sold to it in reliance upon certain exemptions from registration and in reliance upon its representations and warranties set forth herein; (f) it will only offer, sell, pledge, transfer or exchange any of the Bonds it purchases (1) in accordance with an available exemption from the registration requirements of *Section 4* of the 1933 Act, (2) in accordance with any applicable state securities law and (3) in accordance with the provisions of the Bonds and this Bond Agreement; and (g) it acknowledges and understands that the Issuer, Bond Counsel, Tenant's Counsel, and the Tenant are each relying and will continue to rely on the representations made herein. The Owner acknowledges that (i) no CUSIP numbers will be obtained for the Bonds, (ii) no official statement or other similar offering document has been prepared in connection with the private placement of the Bonds, and (iii) the Bonds will not close through the DTC or any similar repository and will not be in book entry form.

Section 4. The Bonds. The Bonds are described as follows:

(a) *Principal Amount; Purchase Price; Form of Bonds; Source of Repayments.* The Bonds shall be issued by the Issuer in the aggregate principal amount of \$2,025,091.83 and shall be purchased by the Tenant at their par principal amount for the purpose of providing funds to pay, or reimburse the Tenant for payment of, Project Costs. They shall be in substantially the form attached hereto as *Exhibit A*.

The Bonds shall be payable as set forth in *Exhibit A* and shall be dated, bear interest, and be subject to redemption and transfer as set forth in such forms. All of the terms and provisions of the Bonds as set forth in *Exhibit A* are incorporated into this Bond Agreement by reference. The Bonds and the interest and redemption premium, if any, thereon will not be a general obligation of the Issuer but shall be payable solely out of the revenues derived by the Issuer pursuant to the Project Lease (except to the extent payable from

proceeds of sale or re-letting of the Project). Payment of principal, redemption premium, if any, and interest on the Bonds is secured by a pledge of the Project and the net rentals therefrom pursuant to the Ordinance.

(b) *Execution and Authentication of Bonds.* The Bonds shall be executed as specified in *Exhibit A*. If any officer of the Issuer whose signature appears on the Bonds shall cease to be such officer before delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until delivery. The Bonds may be executed by such persons as shall be the proper officers to sign the Bonds at the actual time of execution of the Bonds although at the date of such Bonds such person may not have been such officer. The Bonds shall have endorsed thereon a Certificate of Authentication which shall be manually executed by the Bank as fiscal agent and paying agent for the Issuer upon the initial delivery of the certificate. No Bonds shall be entitled to any security or benefit under this Bond Agreement or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication shall have been duly executed. The Certificate of Authentication on any Bond certificate shall be deemed to have been duly executed when signed by any authorized officer or employee of the Bank.

(c) *Appointment of Fiscal Agent and Paying Agent; Transfer of Bonds; Annual Report to Issuer.* The Bank is hereby appointed by the Issuer as the Issuer's fiscal agent and paying agent. Ownership of the Bonds may be transferred as set forth in the form of the Bonds attached hereto as *Exhibit A*. If ownership of any Bonds is transferred, the assigned Bond certificates shall be reissued to the transferee by the Bank as fiscal agent and paying agent for the Issuer and shall be authenticated as of the payment date immediately preceding the effective date of the transfer. The Bank shall, upon request, report to the Issuer the principal balance outstanding on the Bonds as of the preceding December 31, and the amount of principal and interest paid on the Bonds during that year, in order to enable the Issuer to timely report such information to the State of Kansas as required by law.

(d) *Negative Covenant Regarding Issuance of Additional Bonds.* The Issuer will not issue any other obligations payable out of the revenues derived by the Issuer pursuant to the Project Lease or secured by an assignment, security interest in or other lien upon any of the rights of the Issuer in the Project and under the Site Lease and Project Lease without the written consent of all Owners.

(e) *Security for Bonds.* The Issuer has by Ordinance pledged the Project and the net revenues generated by the Issuer under the Project Lease as security for payment of the principal of, redemption premium, if any, and interest on the Bonds.

(f) *Provision for Payment of Bonds.* Bonds shall be deemed to be paid when payment of the principal, redemption premium, if any, and interest to the due date thereof (whether by reason of maturity or earlier redemption, or otherwise), either (i) has actually been made in accordance with the terms thereof, or (ii) has been provided for by depositing with a bank or trust company, including the Bank, if eligible, in trust and irrevocably set aside exclusively for such payment (1) cash sufficient to make such payment or (2) non-callable Government Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payments when due. Bonds shall also be deemed paid if the Bond certificate(s) are surrendered to the Bank as paying agent, accompanied by a written communication from the registered Owner waiving payment and directing that they be cancelled without actual payment. At such time as a Bond shall be deemed to be paid as provided in this paragraph, it shall no longer be secured by the pledge of the Project or the revenues generated under the Project Lease or entitled to benefit from this Bond Agreement, except for the purpose of receiving payment from such moneys or Government Securities.

Section 5. Project Fund, Debt Service Fund and Other Funds. The following funds and accounts shall be established:

(a) *Project Fund.* There is hereby established with the Bank a separate special fund designated "City of Junction City, Kansas Project Fund (Camso Manufacturing Project)" which shall be held, invested and disbursed by the Bank as hereinafter provided in this Section and *Article V* of the Project Lease. All moneys that will remain on deposit in the Project Fund for over 10 days shall be invested in Permitted Investments as directed in writing by the Tenant (or in the absence of Tenant's written direction, in Permitted Investments described in paragraph (c) of the definition). The proceeds of the Bonds and any investment earnings accruing thereof shall be deposited in the Project Fund. The Bank shall disburse moneys in the Project Fund to pay Project Costs in accordance with the provisions of *Article V* of the Project Lease. If any moneys remain in the Project Fund thirty (30) days after the Issue Date, they shall be deposited in the Debt Service Fund and used as provided in Section 5(b) below.

(b) *Debt Service Fund.* There is also hereby established with the Bank a separate special fund designated "City of Junction City, Kansas Debt Service Fund (Camso Manufacturing Project)", which shall be held, invested in Permitted Investments and disbursed by the Bank as hereinafter provided in this Section and in *Section 3.1* of the Project Lease. All payments of Basic Rent received by the Bank shall be deposited in the Debt Service Fund. On each date on which interest or principal is payable on the Bonds as provided therein, the Bank shall withdraw moneys from the Debt Service Fund sufficient to make such payments on the Bonds and shall transmit such moneys by check or draft mailed to each Owner at the address as shown on the Bank's records. All moneys on deposit or to be deposited in the Debt Service Fund from time to time shall be deemed pledged exclusively to payment of principal and interest on the Bonds, and the Issuer hereby grants to all Owners a security interest in the Debt Service Fund and the moneys on deposit or to be deposited therein from time to time to secure payment of the Bonds. If after the Bonds have been fully paid and discharged moneys remain on deposit in the Debt Service Fund, such moneys shall be returned to the Tenant.

(c) *Additional Special Funds.* Any Net Proceeds of insurance, condemnation awards or other moneys paid to the Bank under this Agreement or the Project Lease shall be deposited in one or more special funds held by the Bank and applied, with accrued interest, to the purposes specified in the Project Lease for which such moneys were deposited. The Bank agrees to pay to the Issuer, upon receipt, any Additional Rent due to the Issuer under the Project Lease but is inadvertently paid to the Bank under this Section.

(d) *Investment Fees and Expenses.* The Bank may charge the Tenant, the Debt Service Fund, the Project Fund, or any other special fund from which an investment is made, for any fees and expenses incurred in making such investment and the Bank may make any investment pursuant to this Section through its money management or short-term investment department.

(e) *Tenant as Sole Owner of the Bonds.* If the Tenant is the sole Owner of the Bonds, payments of Basic Rent made by the Tenant under the Project Lease which coincide with payments of principal and interest on the Bonds may be entered by the Tenant directly on the books and records of the Tenant as Owner of the Bonds without being deposited in the Debt Service Fund. Such payments shall be credited against the Tenant's obligation to make payments of Basic Rent under the Project Lease and against the Issuer's obligation to make payments of principal and interest on the Bonds. If the Bonds are at any time held by more than one Owner, then payments of Basic Rent shall be received and disbursed in accordance with the provisions of *subsection (b)* of this Section.

Section 6. The Bank. The Bank's duties as fiscal agent and paying agent shall be subject to the following provisions:

(a) *Limitations on Duty of Care.* The Bank is not under any duty to give the property held in the Debt Service Fund, the Project Fund or any special fund any greater degree of care than it gives its own similar property and is not liable or responsible for any action or omission to act by it under this Section except for its own negligence or willful misconduct.

(b) *Reliance.* The Bank may act in reliance upon any instrument or signature reasonably believed by it to be genuine and authorized.

(c) *No Representation.* The Bank makes no representation as to the validity, genuineness or collectability of any security held in the Debt Service Fund, the Project Fund or any other special fund.

(d) *Liability Limitation.* The Bank is not bound by any agreement or contract not signed by it, other than as assignee of the Issuer under the Site Lease and Project Lease. Its only duties or responsibilities as fiscal agent and paying agent are to deal with the Debt Service Fund, the Project Fund and any other special fund in accordance with this Bond Agreement.

(e) *Agents; Attorneys-Reliance.* The Bank may execute or perform any of its powers or duties either directly or through agents, attorneys or receivers and is not responsible for any misconduct or negligence on the part of any agent, attorney or receiver chosen by it with due care, and the Bank is entitled to act upon and may conclusively rely upon the opinion or advice of counsel, who may be counsel to the Issuer, the Tenant or the Bank, concerning all matters and duties related hereto, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as are employed in connection herewith. The Bank is not responsible for any loss or damage resulting from any action or nonaction taken or omitted to be taken in good faith reliance upon such opinion or advice of counsel.

(f) *Recitals, Filings, Investment Losses.* The Bank shall not be responsible for any recital herein or in the Bonds (except with respect to the certificate of authentication of the Bank as fiscal agent and paying agent endorsed on the Bonds), or for the recording, rerecording, filing or refiling of any security agreement or instrument in connection herewith, or for insuring the Project or collecting any insurance moneys, or for the validity of execution by any party of this Bond Agreement, any supplement or amendment hereto, any other instrument related hereto, or for the sufficiency of security for the Bonds. The Bank shall not be responsible for any loss suffered in connection with any investment of funds made in accordance with *Section 5* hereof.

(g) *Bond Ownership; Use.* The Bank, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights which it would have if it were not serving as fiscal agent and paying agent hereunder.

(h) *Consents or Requests Binding on Future Owners.* Any action taken by the Bank upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is the Owner, shall be conclusive and binding upon all future Owners and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(i) *Proof of Certain Facts.* As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper, or proceeding, or whenever in the administration of its functions hereunder or related hereto the Bank shall deem it advisable that a matter be proved or established prior to taking, suffering or omitting any action, the Bank shall be entitled to rely upon a certificate signed by the Authorized Tenant Representative or a representative of the Issuer as sufficient evidence of the facts therein

contained, and prior to the occurrence of an Event of Default of which the Bank has been notified as provided in *subsection (k)* of this *Section 6* or of which by said subsection it is deemed to have notice, the Bank shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(j) *Further Liability Limitation.* The permissive right of the Bank to do things enumerated shall not be construed as a duty, and the Bank shall not be answerable for other than its negligence or willful misconduct.

(k) *Notice.* The Bank shall not be required to take notice or be deemed to have notice of any default or Event of Default except failure by the Tenant to timely deliver Basic Rent for deposit to the Debt Service Fund, unless the Bank shall be specifically notified in writing of such default or Event of Default by the Issuer or by the Owners of at least 25% of the aggregate principal amount of all Bonds Outstanding.

(l) *No Bond or Surety.* The Bank shall not be required to give any bond or surety with respect to the execution of its duties and powers or otherwise in respect to the Bonds or the Project.

(m) *Required Proof of Entitlement.* The Bank shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Bond Agreement or related instruments, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof deemed desirable by the Bank to establish the right to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Bank.

(n) *Indemnity Prior to Action.* Notwithstanding anything otherwise provided in this Bond Agreement or other instrument related hereto, before taking any action (other than the application of available moneys in the Debt Service Fund to payments on the Bonds) the Bank may require that satisfactory indemnity be provided to it for the reimbursement of all fees, costs and expenses (including, without limitation attorney's fees and expenses) to which it may be put and to protect it against all liability which it may incur in or by reason of such action, including, without limitation, liability in connection with environmental contamination and the cleanup thereof, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(o) *Bank Action Authorized.* Notwithstanding any other provision in this Bond Agreement or other instrument related hereto, the rights, privileges and immunities provided to the Bank by this *Section 6* and any other provision of this Bond Agreement or any related instrument intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification of the Bank shall be interpreted to include any action of the Bank whether it is deemed to be in its capacity as fiscal agent and paying agent or assignee of Issuer pursuant to the Assignment or other related capacity. The provisions of this *Section 6* shall be applicable to the Bank with respect to any function which it performs with respect to the Bonds.

(p) *Limitation on Directed Action.* The Bank may elect not to proceed in accordance with the directions of the Owners without incurring any liability to them if, in the opinion of the Bank, such direction would result in environmental or other liability to the Bank, in its individual capacity, for which the Bank has not received indemnity pursuant to this Section, and the Bank may rely conclusively upon an opinion of counsel in determining whether any action directed may result in such liability.

(q) *Environmental Hazards.* The Bank may inform the Owners of environmental hazards that the Bank has reason to believe exist, and the Bank has the right to take no further action with respect to the

Project if the Bank, in its individual capacity, determines that any such action could materially and adversely subject the Bank to environmental or other liability for which the Bank has not received indemnity satisfactory to it.

(r) *Reasonable Fees and Expenses.* The Bank shall be entitled to payment of and/or reimbursement for reasonable fees and expenses for its ordinary services and all advances, agent and counsel fees and other ordinary expenses reasonably and necessary made or incurred by the Bank in connection with such ordinary services and, in the event that it should become necessary that the Bank perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith. Pursuant to *Section 3.2* of the Project Lease, the Tenant has agreed to pay the reasonable fees, charges and expenses of the Bank. Upon the occurrence of an Event of Default and during its continuance, the Bank shall have a first lien, with right of payment prior to payment of principal or interest on the Bonds, upon all moneys in its possession under any of the provisions hereof for the foregoing reasonable fees, advances, costs and expenses incurred.

(s) *Resignation; Successor.* The Bank may resign from its duties as fiscal agent and paying agent hereunder, or under any other related instrument, upon giving 60 days' advance written notice to Issuer and Tenant. Such resignation shall become effective at the end of such 60 days or upon the earlier appointment of a successor by the Owners of a majority in principal amount of the Bonds outstanding, provided, however, that, in the case of a vacancy, the Issuer may appoint a temporary successor to serve until a permanent successor shall be appointed by the Owners as above provided. If no successor shall have been appointed and have accepted such appointment within said 60-day period, the Bank or any Owner may petition any court of competent jurisdiction for the appointment of a successor. The Bank shall deliver assets held hereunder to the successor appointed and accepting such appointment pursuant to this subsection, and thereupon the obligations and duties of the Bank hereunder shall cease and terminate.

(t) *Bank's Enforcement Obligation.* Notwithstanding anything in this Bond Agreement to the contrary, the Bank, as assignee of the Issuer's interest under the Site Lease and Project Lease, in its name or in the name of the Issuer, shall enforce all rights of the Issuer and all obligations of the Tenant under and pursuant to the Site Lease and Project Lease, whether or not the Issuer is in default under this Bond Agreement.

Section 7. Events of Default and Remedies.

(a) *Definition of Events of Default.* An "Event of Default" under this Bond Agreement shall mean any one or more of the following events:

(1) *Payment Default.* Default in the payment when due of any installment of principal of or any interest or premium on any Bond default in any payment of any amount payable to the Bank under this Bond Agreement and expiration of any applicable right to cure;

(2) *Non-Payment Default.* A breach or failure of performance by the Tenant or the Issuer of any provision of this Bond Agreement (other than as referred to in (1) above) that is not remedied within 30 days after the Tenant or the Issuer, as the case may be, has received written notice thereof from the Bank or any Owner;

(3) *Breach of Material Representation or Warranty.* Any material representation or warranty of the Issuer or the Tenant contained herein, in the Site Lease, the Project Lease or in any certificate or other instrument or document delivered hereunder or thereunder or in connection with the financing of the Project shall prove to have been false or incorrect or breached in any material respect on the date on which it is made;

(4) *Project Lease Default.* The occurrence of an "Event of Default" under the Project Lease.

(b) *Default Remedies.* Upon the occurrence of an Event of Default under this Bond Agreement and upon written notice to the Issuer and the Tenant, the Bank may:

(1) *Acceleration of Maturity.* Declare the unpaid principal of any Bonds to be, and the same, together with the accrued interest thereon, shall forthwith become due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived; provided that upon the occurrence of any Event of Default as mentioned in (c) or (d) of the definition of "Event of Default" in the Project Lease, the unpaid principal of the Bonds, together with the accrued interest thereon, shall forthwith become due and payable without any further act or action on the part of any Owner.

(2) *Legal Action to Enforce Bonds, Site Lease and Project Lease.* As assignee of the Issuer's interests under the Site Lease and Project Lease, commence legal action against the Tenant to obtain (A) a judgment against the Tenant for all sums owing under the Project Lease; and/or (B) judgment against the Tenant for possession and sale of the Project, with the proceeds of any sale applied to pay the Bonds and interest and any other sums owing by the Tenant under the Project Lease, as provided in the Project Lease and this Bond Agreement.

(3) *Recovery of Attorney Fees.* Recover attorney fees and related costs incurred in pursuing any remedies under the Bonds, this Bond Agreement, the Site Lease, the Project Lease, any document creating a pledge or security agreement securing the Tenant's obligations, or available at law, in equity or by statute.

(4) *Exercise of Remedies Under the Project Lease.* As assignee of the Issuer's interests under the Project Lease, undertake any of the remedies on default specified in *Article XX* of the Project Lease. Any net proceeds of any action under this Section shall be applied as provided in the Project Lease and this Bond Agreement.

(c) *Right of Bondholders to Direct Proceedings.* Anything in this Bond Agreement or the Project Lease to the contrary notwithstanding, the holders of a majority in aggregate principal amount of the Bonds then outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to Bank, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Bond Agreement and the Project Lease, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Bond Agreement.

(d) *Action by an Owner.* Any Owner may also pursue any other remedy available to it at law or in equity or by statute or contemplated by the Bonds, this Bond Agreement, the Site Lease, the Project Lease or the Assignment.

(e) *Remedies Cumulative.* No such remedy is intended to be exclusive of any other remedy, but each remedy shall be cumulative and shall be in addition to any other remedy now or hereafter existing at law or in equity or by statute.

(f) *Waivers of Default.* No delay or omission to exercise any right or power accruing upon any Event of Default under this Bond Agreement shall impair any such right or power or be a waiver thereof or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient. The Owners may waive any Event of Default under this Bond Agreement and the

breach of any requirement contained in this Bond Agreement or the Bonds, but such waiver must be in writing. Any such waiver shall be limited to such particular Event of Default or breach.

Section 8. Notices. Except as otherwise expressly provided, all notices, certificates or other communications hereunder or under the Site Lease, the Project Lease, the Assignment or shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, addressed as follows:

- (i) If to the Issuer: City of Junction City, Kansas
700 N. Jefferson
P.O. Box 287
Junction City, Kansas 66441
Attention: City Clerk
- (ii) If to the Bank: Security Bank of Kansas City
701 Minnesota Avenue, Suite 206
P.O. Box 171297
Kansas City, Kansas 66117
Attention: Corporate Trust Department
- (iii) If to the Tenant: Camso Manufacturing USA, LTD.
2925 Industrial Street
Junction City, Kansas 66441

(iv) If to any Owner(s) other than the Bank or the Tenant, at its address as it appears on the records kept by the Bank as fiscal agent and paying agent for the Bonds.

The Bonds, this Bond Agreement, the Site Lease, the Project Lease, and the Assignment may not be amended or terminated unless such amendment is executed or consented to in writing by the Issuer, the Bank, the Tenant and Owners owning at least 51% of the principal amount of all Bonds Outstanding. It shall not be necessary to note any such amendment on any Bond unless the amendment is to the Bond itself.

Neither this Bond Agreement, the Site Lease, the Project Lease nor the Bond shall constitute, give rise to, nor impose a pecuniary liability upon, or a charge upon the general credit of, the Issuer. The Bonds shall not constitute an indebtedness of the Issuer for any constitutional or statutory purpose and shall not be payable in any manner from taxation.

Section 9. Miscellaneous Provisions.

(a) *Severability.* The invalidity or unenforceability of any one or more of the provisions of this Bond Agreement shall not affect the validity or enforceability of the remaining provisions hereof.

(b) *Authorized Tenant Representative.* Except as otherwise specified, any action to be taken by the Tenant under this Bond Agreement, the Site Lease or the Project Lease may be taken by any person designated to act on behalf of the Tenant as Authorized Tenant Representative by a written certificate furnished to the Issuer and the Bank and signed by the President or any Vice President of the Tenant.

(c) *Execution and Counterparts.* This Bond Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

(d) *Section Headings.* The table of contents and section headings in this Bond Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions hereof.

(e) *Governing Law.* This Bond Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas.

(f) *Binding Effect.* This Bond Agreement shall inure to the benefit of and shall be binding upon the parties hereto and any subsequent Owners and their respective successors and assigns.

(g) *Electronic Storage.* The parties agree that the transaction described herein may be conducted and related documents may be sent, received or 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.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have caused this Bond Agreement to be duly executed by their duly authorized officials or officers.

CITY OF JUNCTION CITY, KANSAS

[SEAL]

By: _____
Mayor

ATTEST:

By: _____
City Clerk

CAMSO MANUFACTURING USA, LTD.

By: _____
Kevin L. Pringle, Treasurer

**SECURITY BANK OF KANSAS CITY,
Kansas City, Kansas**

By: _____
Name: Bonnie Mosher
Title: Vice President

EXHIBIT A

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE. NO TRANSFER, SALE, ASSIGNMENT OR HYPOTHECATION OF THIS SECURITY SHALL BE MADE. THE BANK, AS FISCAL AGENT AND PAYING AGENT, SHALL BE CONSIDERED UNDER "STOP TRANSFER" ORDERS FOR ALL TRANSFERS OF BONDS UNLESS: (1) THERE SHALL HAVE BEEN DELIVERED TO THE TENANT AND THE BANK PRIOR TO THE TRANSFER, SALE ASSIGNMENT OR HYPOTHECATION AN OPINION OF NATIONALLY RECOGNIZED BOND OR SECURITIES COUNSEL, SATISFACTORY TO THE TENANT AND THE BANK, TO THE EFFECT THAT REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND REGISTRATION UNDER ANY APPLICABLE STATE SECURITIES LAWS IS NOT REQUIRED; OR (2) THERE SHALL BE A REGISTRATION STATEMENT IN EFFECT UNDER THE SECURITIES ACT OF 1933 AND UNDER ANY APPLICABLE STATE SECURITIES LAWS REQUIRING A STATE-LEVEL REGISTRATION STATEMENT WITH RESPECT TO THE TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION, AND, IN THE CASE OF BOTH (1) AND (2), THERE SHALL HAVE BEEN COMPLIANCE WITH ALL APPLICABLE STATE AND FEDERAL SECURITIES LAWS AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER. THE BANK, AS BOND REGISTRAR, SHALL NOT TRANSFER THIS BOND EXCEPT IN ACCORDANCE WITH THIS LEGEND AND THE CORRELATIVE PROVISIONS OF THE BOND AGREEMENT.

No. R-__

\$_____

UNITED STATES OF AMERICA
STATE OF KANSAS

CITY OF JUNCTION CITY, KANSAS

TAXABLE INDUSTRIAL REVENUE BOND
SERIES 2021
(CAMSO MANUFACTURING PROJECT)

The City of Junction City, Kansas (the "Issuer"), hereby promises to pay, solely out of the sources hereinafter specified, Camso Manufacturing USA, LTD., the registered Owner hereof, or registered assigns (an "Owner"), the principal sum of

TWO MILLION, TWENTY-FIVE THOUSAND, NINETY-ONE AND 83/100 DOLLARS

plus interest on the unpaid balance hereof accruing from the Issue Date until paid, in lawful money of the United States of America, at the rates and payable as follows:

- a. From the Issue Date of this Bond to the Final Maturity Date (herein defined), interest shall be paid in arrears at the Fixed Rate (herein defined), commencing on the First Payment Date and continuing on each Payment Date thereafter until the Final Maturity Date.
- b. One final payment in the amount of the entire unpaid principal balance hereunder (including all accrued and unpaid interest) shall be paid on the Final Maturity Date.

A "Business Day" shall mean a day on which the Bank is open for business at its commercial bank office in Kansas City, Kansas.

The "Final Maturity Date" shall be December 31, 2031.

The "First Payment Date" shall mean December 31, 2021.

The "Fixed Rate" shall mean 4.00% per annum, computed on the basis of 30 days per month for 360 days per year.

The "Issue Date" shall mean the date endorsed by the fiscal agent and paying agent on the Certificate of Authentication on this Bond.

The "Payment Date" shall be each December 31 following the First Payment Date.

Payments of principal of and redemption premium, if any, and interest on this Bond shall be made in immediately available funds no later than 11:00 A.M., Central time, on the Payment Date, at Security Bank of Kansas City (the "Bank") at its commercial banking office in Kansas City, Kansas or such other place as the Bank may from time to time designate in writing, in lawful money of the United States of America. If the principal of or interest on this Bond falls due on a day other than a Business Day, then such due date shall be extended to the next succeeding full Business Day. If payment is made by check, the check must be delivered to the Bank at least 3 Business Days prior to the Payment Date.

If there is a default in the payment of any item or installment when due, the item or installment so in default shall continue as an obligation hereunder until the same shall be fully paid, and such item or installment shall be payable upon demand with interest thereon.

This Bond is issued pursuant to an Ordinance of the governing body of the Issuer and a Bond Agreement November 1, 2021 of this Bond (the "Bond Agreement"), between the Issuer, the Bank and Camso Manufacturing USA, LTD. (the "Tenant"), for the purpose of providing funds for the improving, renovating and equipping of a commercial facility located in the City of Junction City, Kansas (the "Project"), to be leased to the Tenant pursuant to the Project Lease, November 1, 2021 of this Bond (the "Project Lease"), between the Issuer and the Tenant by the authority of and in conformity with the constitution and statutes of the state of Kansas, including particularly K.S.A. 12-1740 *et seq.*, as amended, and all other laws of said state applicable thereto.

This Bond and the interest and redemption premium, if any, hereon are payable solely out of the revenues derived by the Issuer from the Project and pursuant to the Project Lease. This Bond and the interest and redemption premium, if any, hereon do not constitute a debt of the Issuer, or of the State of Kansas, and neither the Issuer nor said state shall be liable thereon, and this Bond shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. To secure the payment of the principal of and redemption premium, if any, and interest on this Bond, the Issuer has assigned to the Bank substantially all its rights under the Project Lease pursuant to an Assignment of Leases and Security Agreement, November 1, 2021 of this Bond (the "Assignment"). Reference is hereby made to the Bond Agreement, the Site Lease, the Project Lease and the Assignment, for a further description of the Project, the rights, duties and obligations of the Issuer, the Tenant, the Bank and any other Owners, the security for this Bond and such obligations hereunder.

In the event of a Change of Circumstances (as defined in the Bond Agreement), this Bond shall be subject to redemption and payment prior to the stated maturity thereof at the option of the Issuer, upon instructions from the Tenant, on any date, at the par value of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium.

This Bond is also subject to redemption in whole or in part, in even multiples of \$100 by the Issuer, at the option of and upon instructions from the Tenant to the Issuer, on any date, at the par value of the principal amount thereof, without premium, plus interest accrued to the date of redemption.

This Bond shall be redeemed in part, in order to exhaust any Net Proceeds (as defined in the Project Lease) of insurance or condemnation awards paid into the Debt Service Fund as soon as practicable after receipt at a price equal to the principal amount of this Bond to be redeemed, plus accrued interest thereon to the redemption date, without premium.

Unless waived by the applicable Owner, notice of any call for redemption at the option of the Tenant shall be given by the Issuer or the Tenant on behalf of the Issuer to each Owner at its address as it appears on the records maintained by the Bank as fiscal agent and paying agent by first class mail, postage prepaid, mailed not less than ten (10) days prior to the redemption date.

All portions of this Bond so called for redemption will cease to bear interest on the specified redemption date, provided funds or securities in which such funds are invested for their redemption are on deposit with the paying agent on or prior to the redemption date, and shall no longer be entitled to the benefits and protection of the Bond Agreement and shall not be deemed to be outstanding.

If this Bond is redeemed in part, notice need not be delivered to the Bank or the Issuer to note such partial redemption, but the Owner shall note such partial redemption by endorsing the acknowledgment provided on this Bond. Any redemption in part of this Bond shall be applied to reduce the installments of principal hereof in inverse order of their maturity.

This Bond is issuable in the form of a fully registered Bond without coupons. This Bond shall be transferable by the Owner upon the surrender of the certificate or certificates representing this Bond for transfer or exchange at the offices of the Bank as fiscal agent and paying agent, accompanied, in the case of a transfer, by a written instrument of transfer executed by the Owner or its attorney in fact duly authorized in writing. Upon such surrender, the Bank shall cause the Issuer to execute and deliver in the name of the transferee a new registered Bond certificate or certificates in an aggregate principal amount equal to the unpaid principal amount hereof. The Issuer, the Bank and the Tenant may deem and treat the person in whose name this Bond certificate is registered as the absolute Owner of the principal amount represented by this certificate for the purpose of receiving payment of, or on account of, the principal or interest due hereon and for all other purposes. Transfer of this Bond certificate is subject to certain further conditions and restrictions as further endorsed hereon.

In certain events, on the conditions, in the manner and with the effect set forth in the Bond Agreement, the principal of this Bond may be declared due and payable before the stated maturity hereof, together with interest accrued hereon. Modifications or alterations of this Bond may be made only to the extent and in the circumstances permitted by the Bond Agreement.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk and its official seal to be affixed hereto or imprinted hereon and has caused this Bond to be November 1, 2021 of this Bond.

CITY OF JUNCTION CITY, KANSAS

By: _____
Mayor

[SEAL]

ATTEST:

By: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond certificate evidences ownership of the City of Junction City, Kansas Taxable Industrial Revenue Bonds, Series 2021 (Camso Manufacturing Project), as described herein and in the Bond Agreement described herein. The Issue Date of this Bond is November 18, 2021.

SECURITY BANK OF KANSAS CITY
Kansas City, Kansas,
as fiscal agent and paying agent

By: _____
Authorized Officer

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Print or Type Name and Address of Transferee

the Bonds represented by this certificate and all rights thereunder, and hereby authorizes the transfer of the within Bond on the books kept by the Bank for the registration and transfer of Bonds.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

[Seal of Owner]

(Name of Eligible Guarantor Institution)

By: _____
Title: _____

Signature must be guaranteed by an eligible guarantor institution as defined by S.E.C. Rule 17 Ad-15 (17 C.F.R. 240. 17-Ad-15) or any similar rule which the Bank deems applicable.

THIS BOND MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS, OR IN A TRANSACTION EXEMPT FROM THE APPLICATION OF FEDERAL AND STATE SECURITIES LAWS.

**ACKNOWLEDGMENT OF PARTIAL REDEMPTION
RECORD OF PAYMENTS**

Partial prepayments of the principal of this Bond may be made directly to the registered Owner hereof without surrender hereof to the Bank, and each registered Owner hereof may record such prepayment on the table set forth below. Accordingly, any purchaser or other transferee of this Bond should verify with the Bank the principal hereof outstanding prior to such purchase or transfer, and the records of the Bank shall be conclusive for such purposes.

Payment <u>Date</u>	Amount <u>Paid</u>	<u>Signature</u>	Payment <u>Date</u>	Amount <u>Paid</u>	<u>Signature</u>
------------------------	-----------------------	------------------	------------------------	-----------------------	------------------

SITE LEASE

BY AND BETWEEN

CAMSO MANUFACTURING USA, LTD.
As Lessor

AND

CITY OF JUNCTION CITY, KANSAS
As Lessee

DATED AS OF NOVEMBER 1, 2021

SITE LEASE

TABLE OF CONTENTS

	<u>Page</u>
Parties	1
Recitals	1
 ARTICLE I	
Section 1.1. Representation and Covenants of Lessor.....	1
Section 1.2. Representations and Covenants by the Issuer.....	2
 ARTICLE II	
Section 2.1. Grant of Leasehold.....	2
Section 2.2. Consideration.....	2
Section 2.3. Impositions.....	2
Section 2.4. Contest of Impositions.....	3
Section 2.5. Assignment and Sublease.....	3
Section 2.6. Use of Real Property.....	3
Section 2.7. Covenant Against Other Assignments.....	3
 ARTICLE III	
Section 3.1. Improvements.....	3
Section 3.2. Mechanic's Liens.....	3
Section 3.3. Contest of Liens.....	4
 ARTICLE IV	
Section 4.1. Indemnity.....	4
Section 4.2. Access to Real Property.....	4
 ARTICLE V	
Section 5.1. Non-Disturbance of Leasehold Interest.....	4
Section 5.2. Release of Leasehold Interest.....	4
Section 5.3. Notices.....	4
Section 5.4. Rights and Remedies.....	4
Section 5.5. Waiver.....	4
 ARTICLE VI	
Section 6.1. Purpose of Site Lease.....	5
Section 6.2. Limitation of Liability.....	5
Section 6.3. Amendments.....	5

ARTICLE VII

Section 7.1. Construction and Enforcement.5
Section 7.2. Partial Invalidity.....5
Section 7.3. Binding Effect.....5
Section 7.4. Section Headings.5
Section 7.5. Execution of Counterparts; Electronic Transactions.5

Signatures6

SITE LEASE

THIS SITE LEASE entered into as of November 1, 2021 between Camso Manufacturing USA, LTD., a Delaware corporation (the "Lessor") and the City of Junction City, Kansas, a municipal corporation incorporated as a city of the first class under the laws of the State of Kansas (the "Issuer");

WITNESSETH:

WHEREAS, Lessor has requested that the Issuer issue its Taxable Industrial Revenue Bonds, Series 2021 (Camso Manufacturing Project) (the "Bonds") under and pursuant to K.S.A. 12-1740 *et seq.*, as amended (the "Act"), for the purpose of financing the improving, renovating and equipping of a commercial facility (the "Improvements"), which Bonds shall be issued and secured under the provisions of a certain Ordinance duly enacted by the Issuer and a certain Bond Agreement dated as of November 1, 2021 (the "Bond Agreement") entered into between the Issuer, the Lessor, and Security Bank of Kansas City, as fiscal agent, paying agent (the "Bank"); and

WHEREAS, the Improvements are to be constructed and installed on a tract of land (the "Real Property") more specifically described in *Schedule I* attached hereto, which property is leased to the Lessor by JC Industrial Properties, LLC, a Kansas limited liability company; and

WHEREAS, the Project, consisting of the leasehold under this Site Lease and the Improvements located on the Real Property shall be leased by the Issuer to the Lessor, as Tenant, under and pursuant to a certain Lease dated as of November 1, 2021 (the "Project Lease"); and

WHEREAS, in consideration of the issuance of the Bonds by the Issuer and the execution and delivery by the Issuer of the Project Lease, the Lessor is willing to lease the Real Property to provide the Issuer a leasehold interest in the Real Property; and

WHEREAS, the Lessor will not take any action to disturb, alter, avoid or set aside the leasehold interest of the Issuer created under this Site Lease as long as the Bonds are outstanding;

THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which consideration is hereby acknowledged, the Lessor and the Issuer agree as follows:

ARTICLE I

Section 1.1. Representation and Covenants of Lessor. The Lessor makes the following representations and covenants:

(a) It is a Delaware corporation duly authorized and qualified to do business in the state of Kansas (the "State"), with lawful power and authority to enter into this Site Lease, acting by and through a designated signatory.

(b) It (1) shall maintain its authority to do business in the State, and (2) shall not initiate any proceedings to liquidate without providing written notice to the Issuer and Bank.

(c) To the knowledge of the Lessor, neither the execution nor delivery of this Site Lease, the consummation of the transactions contemplated hereby or by the Bond Agreement, nor the fulfillment of or compliance with the terms and conditions of this Site Lease contravenes any provisions of its certificate of

incorporation and bylaws, or conflicts with or results in a material breach of the terms, conditions or provisions of any mortgage, debt, agreement, indenture or instrument to which it is a party or by which it is bound, or to which it or any of its properties is subject, or would constitute a default (without regard to any required notice or the passage of any period of time) under any of the foregoing or would result in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of its property or assets under the terms of any mortgage, debt, agreement, indenture or instrument, or violates any existing law, administrative regulation or court order or consent decree to which it is subject.

(d) This Site Lease constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms.

Section 1.2. Representations and Covenants by the Issuer. The Issuer represents, covenants and warrants, to the best of its knowledge and belief, as follows:

(a) It is a municipal corporation duly incorporated and existing as a city of the first class under the constitution and laws of the State. Under the provisions of the Act, the Issuer has the power to enter into and perform the transactions contemplated by this Site Lease and the Project Lease and to carry out its obligations hereunder and thereunder.

(b) It has not, in whole or in part, assigned, leased, hypothecated or otherwise created any other interest in, or disposed of, or caused or permitted any lien, claim or encumbrance to be placed against its interest in, the Real Property, except for the pledge of its leasehold interest in the Real Property under this Site Lease to the payment of the Bonds.

(c) Except as otherwise provided herein or in the Bond Agreement, it will not during the Site Lease Term, in whole or in part, assign, lease, hypothecate or otherwise create any other interest in, or dispose of, or cause or permit any lien, claim or encumbrance to be placed against its interest in the Real Property, except for the pledge of the Project pursuant to the Bond Agreement.

(d) It has duly authorized the execution and delivery of this Site Lease in connection with the execution and delivery of the Project Lease.

ARTICLE II

Section 2.1. Grant of Leasehold. Lessor, in consideration of the issuance of the Bonds and the contemporaneous execution and delivery of the Project Lease, hereby rents, leases and lets unto the Issuer, and the Issuer hereby rents, leases and hires from Lessor, upon and subject to the terms and conditions hereinafter set forth, the Real Property for a term commencing as of the date of this Site Lease and ending on December 31, 2031 (or such earlier date as the principal of, redemption premium, if any, and interest on all Outstanding Bonds is paid in full) (the "Site Lease Term").

Section 2.2. Consideration. The issuance of the Bonds and the contemporaneous execution and delivery of the Project Lease by the Issuer are the sole consideration to be received by the Lessor for the grant of this Site Lease. No cash rentals shall be payable hereunder.

Section 2.3. Impositions. Lessor, as Tenant under the Project Lease, shall bear, pay and discharge, before the delinquency thereof, any and all taxes and assessments, general and special, which may be lawfully levied or assessed against or in respect of the Real Property, or any part thereof, or any improvements at any time erected thereon, and all water and sewer charges, assessments (including special assessments) and other similar governmental charges whatsoever,

foreseen or unforeseen, which if not paid when due would encumber the fee simple title to the Real Property ("Impositions"). In the event any Impositions may be lawfully paid in installments, Lessor shall be required to pay only such installments thereof as become due and payable during the term of this Site Lease, as and when the same become due and payable.

Section 2.4. Contest of Impositions. Lessor, as Tenant under the Project Lease, shall have the right to contest the validity or amount of any Imposition by appropriate legal proceeding instituted at least ten days before the Imposition complained of becomes delinquent, on the condition that Lessor or its sublessee shall give Issuer written notice of its intention to do so and shall diligently prosecute any such contest, effectively stay or prevent official or judicial sale therefor, under execution or otherwise, and shall promptly pay any final judgment in forcing the Imposition so contested and thereafter secure record release or satisfaction thereof.

Section 2.5. Assignment and Sublease. Issuer covenants that it will not, without Lessor's written consent, unless required by law, ordinance or the terms of the Project Lease or the Bond Agreement, sell, assign, sublease or otherwise part with or encumber its interest in the Real Property at any time during the Site Lease Term, except that Issuer may sublease the Real Property to the Lessor as a part of property leased by the Issuer pursuant to the Project Lease.

Section 2.6. Use of Real Property. Except as may be stated to the contrary in this Site Lease, Issuer shall have no right or authority with respect to the Real Property except to lease the Real Property pursuant to the Project Lease for use as provided therein. The parties will comply with all federal, state and local laws, regulations and requirements as to the manner of use or the condition of the Real Property, or of adjoining public ways, now or hereafter applicable to the Real Property, and Issuer shall comply with the mandatory requirements of all insurers under policies required to be carried under the provisions of the Project Lease.

Section 2.7. Covenant Against Other Assignments. Neither party to this Site Lease shall assign or in any manner transfer its interest under this Site Lease, nor will it suffer or permit any assignment thereof by operation of law, except in accordance with the limitations, conditions and requirements set forth herein, and, to the extent applicable, the Bond Agreement and the Project Lease.

ARTICLE III

Section 3.1. Improvements. Issuer shall have the right, from the proceeds of the Bonds, to construct on the Real Property, or in the air space above the Real Property, such building improvements as the Issuer from time to time may deem necessary or advisable in accordance with and subject to the provisions of the Project Lease.

Section 3.2. Mechanic's Liens. Neither party to the Site Lease shall permit or suffer anything to be done whereby the Real Property, or any part thereof, may be encumbered by any mechanic's or other similar lien. If any mechanic's or other similar lien is filed against the Real Property, or any part thereof, the same shall be dealt with as provided in the Project Lease. Notice is hereby given that except to the extent payable from the proceeds of the Bonds issued concurrently with the execution and delivery of the Project Lease, the Issuer does not authorize or consent to the furnishing of any labor or materials to the Real Property and it shall not be liable for them.

Section 3.3. Contest of Liens. In the event any mechanic's or other similar lien is filed against the Real Property, or any part thereof, the Issuer or the Lessor may contest such lien in the manner and as provided in the Project Lease.

ARTICLE IV

Section 4.1. Indemnity. The Lessor shall indemnify the Issuer from any and all claims, demands, liabilities and costs, including attorney's fees, arising from damage or injury, actual or claimed, to property or persons occurring or allegedly occurring in, on or about the Project during the term hereof; provided, however, that the indemnity described in this section shall be subject in all respects to the provisions of the Project Lease.

Section 4.2. Access to Real Property. The Issuer, for itself and its duly authorized representatives and agents, including the Tenant under the Project Lease and the Bank under the Bond Agreement, shall have the right to enter the Real Property at any reasonable time throughout the term of this Site Lease for the purposes of performing any work made necessary by reason of any Event of Default under the Project Lease, and, while an Event of Default (as defined therein) is continuing under the Project Lease, for the purpose of exhibiting the Real Property and the improvements constructed thereon to prospective purchasers, lessees or mortgagees.

ARTICLE V

Section 5.1. Non-Disturbance of Leasehold Interest. Lessor and the Issuer each covenant and agree with one another, that as long as the Issuer, its sublessee, their successors or assigns, shall continue to perform all obligations provided for in this Site Lease, including the discharge of all obligations and covenants hereunder, the Issuer, its assignee or sublessee shall have a leasehold interest in the Real Property, notwithstanding the occurrence of any Event of Default under the Project Lease until this Site Lease is terminated according to its terms.

Section 5.2. Release of Leasehold Interest.

Upon cancellation or termination of this Site Lease, the Issuer shall release its leasehold interest in the Real Property to Lessor as provided in the Project Lease.

Section 5.3. Notices. All notices required to be given hereunder shall be given to the notice representative designated for each of the parties in the Project Lease. To be effective, notices required or desired to be given hereunder shall be given in the manner provided in the Project Lease.

Section 5.4. Rights and Remedies. The rights and remedies reserved by the parties hereto, their successors and assigns and those provided by law shall be construed as cumulative and continuing rights and remedies.

Section 5.5. Waiver. No waiver of any breach of any covenant or agreement contained in this Site Lease shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in the event of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any performance without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any other default.

ARTICLE VI

Section 6.1. Purpose of Site Lease. The parties acknowledge and agree that this Site Lease is executed and delivered concurrently with the execution and delivery of the Project Lease and the other documents and agreements executed in connection therewith and as a condition precedent thereto, and that the Bank and the owners of the Bonds shall be deemed to be third party beneficiaries.

Section 6.2. Limitation of Liability. The liability of Issuer under this Site Lease for any payments to be made to or for the account of Lessor is specifically limited, such that the Issuer shall have no liability beyond the value of the Real Property, the Project, or the rentals and receipts to be received by the Issuer under the Project Lease.

Section 6.3. Amendments. This Site Lease may be amended or modified in the manner prescribed in the Project Lease with respect to amendments thereto.

ARTICLE VII

Section 7.1. Construction and Enforcement. This Site Lease shall be construed and enforced in accordance with the laws of the State of Kansas. The provisions of this Site Lease shall be applied and interpreted in accordance with the rules of interpretation set forth in the Project Lease. Words and terms used herein shall have the meanings set forth in the Project Lease if not expressly defined in this Site Lease.

Section 7.2. Partial Invalidity. If for any reason any provision hereof shall be termed to be invalid or unenforceable, such partial invalidity shall not affect the remainder of the provisions hereof.

Section 7.3. Binding Effect. The covenants, agreements and conditions herein shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

Section 7.4. Section Headings. The section headings hereof are for the convenience of reference only and shall not be treated as a part of this Site Lease or as affecting the true meanings of the provisions hereof.

Section 7.5. Execution of Counterparts; Electronic Transactions. This Site Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. 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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

CAMSO MANUFACTURING USA, LTD.

By: _____
Kevin L. Pringle, Treasurer

ACKNOWLEDGMENT

STATE OF [_____])
) SS:
COUNTY OF [_____])

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by Kevin L. Pringle, the Treasurer of Camso Manufacturing USA, LTD., a Delaware corporation.

Notary Public

Typed Name of Notary Public

(SEAL)

My Appointment Expires:

"LESSOR"

CITY OF JUNCTION CITY, KANSAS

By: _____
Jeff Underhill, Mayor

(SEAL)

ATTEST:

Tammy Melton, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF GEARY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by
Jeff Underhill, Mayor of the City of Junction City, Kansas.

Notary Public

Typed Name of Notary Public

(SEAL)

My Appointment Expires:

"ISSUER"

SCHEDULE I

SCHEDULE I TO THE SITE LEASE DATED AS OF NOVEMBER 1, 2021,
BETWEEN CAMSO MANUFACTURING USA, LTD. AND THE CITY OF
JUNCTION CITY, KANSAS

PROPERTY SUBJECT TO LEASE

A leasehold interest in the following described real estate located in Geary County, Kansas, to
wit:

Lot One (1), I-70 Business Park, being a replat of a portion of the North Central Foundry
Addition and a portion of the replat of I-70 Industrial Park West Addition to the City of
Junction City, Geary County, Kansas, except the dedicated road right-of-way, according
to the plat filed in Plat Book F, Pages 85 – 87

said real property constituting the “Real Property” as referred to in the Site Lease, subject to Permitted
Encumbrances, including all mortgages, easements, liens and rights-of- way of record.

CITY OF JUNCTION CITY, KANSAS

AS ISSUER

AND

CAMSO MANUFACTURING USA, LTD.

AS TENANT

PROJECT LEASE

DATED AS OF NOVEMBER 1, 2021

\$2,025,091.83
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2021
(CAMSO MANUFACTURING PROJECT)

PROJECT LEASE

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	
Section 1.1.	Definitions.....1
Section 1.2.	Representations and Covenants by the Tenant.5
Section 1.3.	Representations and Covenants by the Issuer.6
ARTICLE II	
Section 2.1.	Granting of Leasehold.....7
ARTICLE III	
Section 3.1.	Basic Rent.7
Section 3.2.	Additional Rent.7
Section 3.3.	Rent Payable Without Abatement or Setoff.....7
Section 3.4.	Prepayment of Basic Rent.....8
Section 3.5.	Deposit of Rent by the Bank.8
Section 3.6.	Acquisition of Bonds.8
ARTICLE IV	
Section 4.1.	Disposition of Original Proceeds.8
ARTICLE V	
Section 5.1.	Acquisition of Interest in Real Property and Improvements.9
Section 5.2.	Project Contracts.....9
Section 5.3.	Payment of Project Costs for Buildings and Improvements.9
Section 5.4.	Payment of Project Costs for Machinery and Equipment.....9
Section 5.5.	Completion of Project.....10
Section 5.6.	Deficiency of Project Fund.10
Section 5.7.	Right of Entry by the Issuer and the Bank.10
Section 5.8.	Machinery and Equipment Purchased by the Tenant.10
Section 5.9.	Project Property of the Issuer.....10
Section 5.10.	Kansas Retailers' Sales Tax.10
ARTICLE VI	
Section 6.1.	Insurance.11
ARTICLE VII	
Section 7.1.	Impositions.....11
Section 7.2.	Receipted Statements.11
Section 7.3.	Contest of Impositions.11

Section 7.4.	Ad Valorem Taxes.	11
---------------------	------------------------	----

ARTICLE VIII

Section 8.1.	Use of Project.....	12
Section 8.2.	Environmental Provisions.	12

ARTICLE IX

Section 9.1.	Sublease by the Tenant.	13
Section 9.2.	Assignment by the Tenant.	13
Section 9.3.	Release of the Tenant.	13
Section 9.4.	Mergers and Consolidations.	13
Section 9.5.	Covenant Against Other Assignments.	14

ARTICLE X

Section 10.1.	Repairs and Maintenance.	14
Section 10.2.	Removal, Disposition and Substitution of Machinery or Equipment.	14

ARTICLE XI

Section 11.1.	Alteration of Project.....	14
----------------------	----------------------------	----

ARTICLE XII

Section 12.1.	Additional Improvements.	15
----------------------	-------------------------------	----

ARTICLE XIII

Section 13.1.	Securing of Permits and Authorizations.	15
Section 13.2.	Mechanic's Liens.....	15
Section 13.3.	Contest of Liens.	15
Section 13.4.	Utilities.....	16

ARTICLE XIV

Section 14.1.	Indemnity.	16
----------------------	-----------------	----

ARTICLE XV

Section 15.1.	Access to Project.....	16
----------------------	------------------------	----

ARTICLE XVI

Section 16.1.	Option to Extend Basic Term.	17
----------------------	-----------------------------------	----

ARTICLE XVII

Section 17.1.	Option to Purchase Improvements.	17
Section 17.2.	Quality of Title and Purchase Price.	17
Section 17.3.	Closing of Purchase.	18

Section 17.4.	Effect of Failure to Complete Purchase.....	18
Section 17.5.	Application of Condemnation Awards if the Tenant Purchases Project.....	18

ARTICLE XVIII

Section 18.1.	Damage and Destruction.....	18
Section 18.2.	Condemnation.	19
Section 18.3.	Effect of Tenant's Defaults.	19

ARTICLE XIX

Section 19.1.	Change of Circumstances	20
----------------------	-------------------------------	----

ARTICLE XX

Section 20.1.	Remedies on Default.....	20
Section 20.2.	Survival of Obligations.	21
Section 20.3.	No Remedy Exclusive.....	21

ARTICLE XXI

Section 21.1.	Performance of the Tenant's Obligations by the Issuer.	22
----------------------	---	----

ARTICLE XXII

Section 22.1.	Surrender of Possession.	22
----------------------	-------------------------------	----

ARTICLE XXIII

Section 23.1.	Notices.	22
----------------------	---------------	----

ARTICLE XXIV

Section 24.1.	Triple-Net Lease.	23
Section 24.2.	Funds Held by the Bank After Payment of Bonds.....	23

ARTICLE XXV

Section 25.1.	Rights and Remedies.....	23
Section 25.2.	Waiver of Breach.	23
Section 25.3.	The Issuer Shall Not Unreasonably Withhold Consents and Approvals.	23

ARTICLE XXVI

Section 26.1.	The Issuer May Not Release Interest without Tenant Consent.....	24
Section 26.2.	Quiet Enjoyment and Possession.	24
Section 26.3.	Issuer's Obligations Limited.	24

ARTICLE XXVII

Section 27.1.	Investment Tax Credit; Depreciation.....	24
----------------------	--	----

ARTICLE XXVIII

Section 28.1.	Amendments.	25
Section 28.2.	Granting of Easements.	25
Section 28.3.	Security Interests.	25
Section 28.4.	Construction and Enforcement.	26
Section 28.5.	Invalidity of Provisions of Project Lease.	26
Section 28.6.	Covenants Binding on Successors and Assigns.	26
Section 28.7.	Section Headings.	26
Section 28.8.	Execution of Counterparts; Electronic Transactions.	26
Signatures and Acknowledgments		29
Appendix A, Form of Requisition for Payment of Project Costs		A-1
Schedule I, Description of Property		S-1

PROJECT LEASE

THIS PROJECT LEASE, made and entered into as of November 1, 2021 between the City of Junction City, Kansas (the "Issuer"), and Camso Manufacturing USA, LTD., a Delaware corporation (the "Tenant").

WITNESSETH:

WHEREAS, the Issuer is a municipal corporation incorporated as a city of the first class, duly organized and existing under the laws of the State, with full lawful power and authority to enter into this Project Lease by and through its governing body; and

WHEREAS, the Issuer, in furtherance of the purposes and pursuant to the provisions of the laws of the State, particularly K.S.A. 12-1740 *et seq.* (the "Act"), and in order to provide for the economic development and welfare of the Issuer and its environs and to provide employment opportunities for its citizens and to promote the economic stability of the State, has proposed and does hereby propose that it shall:

(a) Lease the Real Property from the Tenant pursuant to the Site Lease and acquire the Improvements;

(b) Lease the Project to the Tenant for the rentals and upon the terms and conditions hereinafter set forth; and

(c) Issue, for the purpose of paying Project Costs, the Bonds under and pursuant to and subject to the provisions of the Act and the Bond Agreement, the Bond Agreement being incorporated herein by reference and authorized by an Ordinance of the governing body of the Issuer; and

WHEREAS, the Tenant, pursuant to the foregoing proposals of the Issuer, desires to lease the Project from the Issuer for the rentals and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Issuer and the Tenant do hereby covenant and agree as follows:

ARTICLE I

Section 1.1. Definitions.

Capitalized terms not otherwise defined in this Project Lease shall have the meanings set forth in the Bond Agreement. In addition to the words, terms and phrases defined in the Bond Agreement, the Site Lease and elsewhere in this Project Lease, the capitalized words, terms and phrases as used herein shall have the meanings set forth below, unless some other meaning is plainly intended:

"Additional Rent" means all fees, charges, costs and expenses of the Bank or the Issuer (including reasonable attorney's fees), all Impositions, all Default Administration Costs, all other payments of whatever nature payable or to become payable pursuant to the Bond Agreement or which the Tenant has agreed to pay or assume under the provisions of this Project Lease and any and all expenses (including reasonable attorney's fees) incurred by the Issuer or the Bank in connection with the issuance of the Bonds or the administration or enforcement of any rights under this Project Lease or the Bond Agreement. The fees, charges, costs and expenses of the Bank shall include all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds and the administration or enforcement of any rights or obligations under this Project Lease, the Bond Agreement except (a) the reasonable fees and expenses in

connection with the replacement of a Bond or Bonds mutilated, stolen, lost or destroyed or (b) any tax or other government charge imposed on the Bank in relation to the transfer, exchange, registration, redemption or payment of the Bonds. The fees, charges, costs and expenses of the Issuer shall include, but not be limited to, any and all costs incurred by the Issuer in connection with the administration or enforcement of any rights, duties, or obligations under this Project Lease, the exercise or pursuit of any remedy upon an Event of Default, the amendment of this Project Lease, the granting of consents, easements or similar actions or any other action required of or available to the Issuer under the terms of this Project Lease.

"Additional Term" shall mean that term commencing on the last day of the Basic Term and terminating five (5) years thereafter.

"Authorized Tenant Representative" means the Treasurer of the Tenant, or such other person as is designated to act on behalf of the Tenant as evidenced by written certificate furnished to the Bank, containing the specimen signature of such person and signed on behalf of the Tenant by its Treasurer or any Vice President of the Tenant. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Tenant Representative.

"Bankruptcy Code" means Title 11 of the United States Code, as amended.

"Basic Rent" means the pro rata amount which, when added to Basic Rent Credits, will be sufficient to pay, on each Payment Date, all principal of, redemption premium, if any, and interest on all Outstanding Bonds which is due and payable on such Payment Date. If for any reason on any Payment Date the Bank does not have on deposit in the Debt Service Fund sufficient moneys to pay all principal and interest due on the Bonds on such Payment Date, then the Tenant shall pay, as Basic Rent, on such Payment Date, the amount of such deficiency.

"Basic Rent Credits" means all funds on deposit in the Debt Service Fund and available for the payment of principal of, redemption premium, if any, and interest on the Bonds on any Basic Rent Payment Date.

"Basic Rent Payment Date" means December 31, 2031.

"Basic Term" means that term commencing as of the delivery of this Project Lease and ending on December 31, 2031, subject to prior termination as specified in this Project Lease, but ending, in any event, when all of the principal of, redemption premium, if any, and interest on all Outstanding Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Bond Agreement.

"Bond Agreement" means the Bond Agreement delivered concurrently with this Project Lease, as from time to time amended and supplemented by Supplemental Bond Agreements in accordance with the provisions of *Section 9* of the Bond Agreement.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, *et seq.*

"Certificate of Completion" means a written certificate signed by the Authorized Tenant Representative stating that (1) the Improvements have been substantially completed in accordance with the plans and specifications prepared or approved by the Issuer or the Tenant, as the case may be; (2) the Improvements have been substantially completed in a good and workmanlike manner; (3) no mechanic's or materialmen's liens have been filed, nor is there any basis for the filing of such liens, with respect to the Project; (4) all Improvements constituting a part of the Project are located or installed upon the Real Property;

and (5) if required by ordinances duly adopted by the Issuer or by applicable building codes, that an appropriate certificate of occupancy has been issued with respect to the Improvements.

"Completion Date" means the date on which the Improvements are certified as substantially completed in accordance with *Section 5.5* of this Project Lease.

"Default" means any event or condition the occurrence of which, with the lapse of time or the giving of notice or both, may constitute an Event of Default.

"Default Administration Costs" means the reasonable fees, charges, costs, advances and expenses of the Owner incurred in anticipation of an Event of Default, or after the occurrence of an Event of Default, including, but not limited to, counsel fees, litigation costs and expenses, the expenses of maintaining and preserving the Project and the expenses of re-letting or selling the Project.

"Environmental Assessment" means an environmental assessment with respect to the Project conducted by an independent consultant satisfactory to the Issuer and the Bank which reflects the results of such inspections, records reviews, soil tests, groundwater tests and other tests requested, which assessment and results shall be satisfactory in scope, form and substance to the Issuer and the Bank.

"Environmental Law" means CERCLA, SARA, and any other federal, state or local environmental statute, regulation or ordinance presently in effect or coming into effect during the Term of this Project Lease.

"Event of Bankruptcy" means an event whereby the Tenant shall: (i) admit in writing its inability to pay its debts as they become due; or (ii) file a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Code as now or in the future amended, or file a pleading asking for such relief; or (iii) make an assignment for the benefit of creditors; or (iv) consent to the appointment of a trustee or receiver for all or a major portion of its property; or (v) be finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) suffer the entry of a final and nonappealable court order under any federal or state law appointing a receiver or trustee for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, which order, if the Tenant has not consented thereto, shall not be vacated, denied, set aside or stayed within 60 days after the day of entry; or (vii) suffer a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry or levy or after any contest is finally adjudicated or any stay is vacated or set aside.

"Event of Default" means any one of the following events:

(a) Failure of the Tenant to make any payment of Basic Rent at the time and in the amounts required hereunder; or

(b) Failure of the Tenant to make any payment of Additional Rent at the times and in the amounts required hereunder, or failure to observe or perform any other covenant, agreement, obligation or provision of this Project Lease on the Tenant's part to be observed or performed, and the same is not remedied within thirty (30) days after the Issuer or the Bank has given the Tenant written notice specifying such failure (or such longer period as shall be reasonably required to correct such default; provided that (i) the Tenant has commenced such correction within the 30-day period, and (ii) the Tenant diligently prosecutes such correction to completion); or

(c) An Event of Bankruptcy; or

(d) Abandonment of the Project by the Tenant; or

(e) A default under the Site Lease on the part of the Tenant, as Lessor, which remains unremedied after any applicable grace period.

"Full Insurable Value" means full actual replacement cost less physical depreciation.

"Hazardous Substances" shall mean "hazardous substances" as defined in CERCLA.

"Impositions" means all taxes and assessments, general and special, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or payable for or in respect of the Project or any part thereof, or any improvements at any time thereon or the Tenant's interest therein, including any new lawful taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other governmental charges and impositions whatsoever, foreseen or unforeseen, which, if not paid when due, would encumber the Issuer's interest in the Project.

"Net Proceeds" means the gross proceeds from the insurance (including without limitation title insurance) or condemnation award with respect to which that term is used remaining after the payment of all expenses (including without limitation attorneys' fees and any expenses of the Issuer, the Tenant, the Bank or any other Owner) incurred in the collection of such gross proceeds.

The term **"Notice Address"** shall mean:

(1) With respect to the Tenant:

Camso Manufacturing USA, LTD.
2925 Industrial Street
Junction City, Kansas 66441

Attn:

(2) With respect to the Issuer:

City of Junction City, Kansas
700 N. Jefferson Street
Junction City, Kansas 66441
Attn: City Clerk

(3) With respect to the Bank:

Security Bank of Kansas City
701 Minnesota Ave., Suite 206
Kansas City, Kansas 66101
Attn: Corporate Trust Department

"Original Proceeds" means all sale proceeds, including accrued interest, from sale of the Bonds to the Bank and any investment earnings credited to the Project Fund prior to the Completion Date.

"Permitted Encumbrances" means, as of any particular time, (a) liens for taxes and assessments whether or not then delinquent, or which the Tenant may, pursuant to the provisions of *Section 13.3* hereof, permit to remain unpaid, (b) this Project Lease and the Site Lease, (c) utility access and other easements and rights of way, restrictions and exceptions that will not materially interfere with or impair the Project, (d) any mechanic's, laborer's, materialman's, supplier's or vendor's lien, or right which are either not filed or perfected in the manner prescribed by law, or filed or perfected in the manner provided by law so long as the Tenant contests any such lien, and (e) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property similar in character to the Project and as do not materially impair the property affected thereby for the purpose for which it was acquired or held by the Issuer.

"Project Contracts" means a contract or contracts with respect to the acquisition and/or construction of the Improvements entered into by the Tenant or the Issuer.

"Project Lease" means this Project Lease between the Issuer and the Tenant, as from time to time supplemented and amended in accordance with the provisions hereof.

"Real Property" means the real property (or interests therein) described in *Schedule I* hereto.

"SARA" means the Superfund Amendments and Reauthorization Act of 1986, as now in effect and as hereafter amended.

"State" means the State of Kansas.

"Term" means, collectively, the Basic Term and any Additional Term of this Project Lease.

Section 1.2. Representations and Covenants by the Tenant. The Tenant makes the following covenants and representations as the basis for the undertakings on its part herein contained:

(a) The Tenant is a Delaware corporation, duly organized and existing under the laws of the state and is duly authorized and qualified to do business in the State, with lawful power and authority to enter into this Project Lease, acting by and through its duly authorized officers.

(b) Except as otherwise permitted herein, the Tenant shall (1) maintain and preserve its existence and organization as a corporation and its authority to do business in the State and to operate the Project; and (2) not initiate any proceedings of any kind whatsoever to dissolve or liquidate without (A) securing the prior written consent thereto of the Issuer and (B) making provision for the payment in full of the principal of and interest and redemption premium, if any, on the Bonds. If, at any time during the term of this Project Lease or the Bond Agreement, the Tenant changes its state of incorporation, changes its form of organization, changes its name, or takes any other action which could affect the proper location for filing Uniform Commercial Code financing statements or continuation statements or which could render existing filings seriously misleading or invalid, the Tenant shall immediately provide written notice of such change to the Bank, and thereafter promptly deliver to the Bank such amendments and/or replacement financing statements, together with an Opinion of Counsel to the effect that such amendments and/or replacement financing statements have been properly filed so as to create a perfected security interest in the collateral securing the Bond Agreement, and such additional information or documentation regarding such change as the Bank may reasonably request.

(c) Neither the execution and/or delivery of this Project Lease, the consummation of the transactions contemplated hereby or by the Bond Agreement, nor the fulfillment of or compliance with the terms and conditions of this Project Lease contravenes in any material respect any provisions of its certificate of incorporation or bylaws, or conflicts in any material respect with or results in a material breach of the terms,

conditions or provisions of any mortgage, debt, agreement, indenture or instrument to which the Tenant is a party or by which it is bound, or to which it or any of its properties is subject, or would constitute a material default (without regard to any required notice or the passage of any period of time) under any of the foregoing, or would result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Tenant under the terms of any mortgage, debt, agreement, indenture or instrument, or violates in any material respect any existing law, administrative regulation or court order or consent decree to which the Tenant is subject.

(d) This Project Lease constitutes a legal, valid and binding obligation of the Tenant enforceable against the Tenant in accordance with its terms.

(e) The Tenant agrees to operate and will operate the Project or cause the Project to be operated as a "facility," as that term is contemplated in the Act, from the date of the Issuer's acquisition of the Project to the end of the Term.

(f) The Tenant has obtained or will obtain any and all permits, authorizations, licenses and franchises necessary to construct the Improvements and to enable it to operate and utilize the Project for the purposes for which it was leased by the Tenant under this Project Lease.

(g) The estimated total cost of the Improvements to be financed by the proceeds of the Bonds, plus interest on the Bonds during acquisition, construction and installation of the Improvements, and Costs of Issuance of the Bonds, will not be less than the original aggregate principal amount of the Bonds.

(h) After reasonable inquiry and investigation, the Tenant is not aware of (i) any Hazardous Substances generated from or located on the Project; (ii) any prior use of the Real Property which might reasonably involve Hazardous Substances; or (iii) any investigations, complaints or inquiries of any kind, from any source, concerning Hazardous Substances with respect to the Project or properties adjoining the Project, in each case except in compliance with applicable law.

(i) The Tenant will not use or permit the Project to be used by any other person or entity in any manner which would involve the generation, storage, disposal or transportation of Hazardous Substances, except in compliance with applicable Environmental Laws.

(j) The proceeds of the Bonds are to be used to acquire, construct, install, equip and furnish the Project.

(k) Subject to the provisions of *Section 10.2*, all Improvements and machinery and equipment comprising the Project will be located and maintained entirely and exclusively on the Real Property to and until the principal of, redemption premium, if any, and interest on the Bonds have been satisfied in full.

Section 1.3. Representations and Covenants by the Issuer.

The Issuer represents, covenants and warrants, to the best of its knowledge and belief, as follows:

(a) It is a municipal corporation duly incorporated and existing as a city of the first class under the constitution and laws of the State. Under the provisions of the Act and the Ordinance, the Issuer has the power to enter into and perform the transactions contemplated by this Project Lease and the Bond Agreement and to carry out its obligations hereunder and thereunder.

(b) It has not, in whole or in part, assigned, leased, hypothecated or otherwise created any other interest in, or disposed of, or caused or permitted any lien, claim or encumbrance to be placed against, the Project, except for this Project Lease, the assignment of this Project Lease to the Bank as the Issuer's fiscal

and paying agent, any Permitted Encumbrances, any Impositions, and the pledge of the Project pursuant to the Ordinance and the Bond Agreement.

(c) Except as otherwise provided herein or in the Bond Agreement, it will not during the Term, in whole or in part, assign, lease, hypothecate or otherwise create any other interest in, or dispose of, or cause or permit any lien, claim or encumbrance to be placed against, the Project, except Permitted Encumbrances, this Project Lease, any Impositions and the pledge of the Project pursuant to the Ordinance and the Bond Agreement.

(d) It has pledged the Project and the net rentals therefrom generated under this Project Lease to payment of the Bonds in the manner prescribed by the Act and has duly authorized the execution and delivery of this Project Lease and the Bond Agreement and the issuance, sale and delivery of the Bonds.

(e) It has notified or obtained the consent to and/or approval of the issuance of the Bonds by each municipal corporation and political subdivision the notification, consent or approval of which is required by the provisions of the Act.

ARTICLE II

Section 2.1. Granting of Leasehold.

The Issuer by these presents hereby rents, leases and lets the Project unto the Tenant and the Tenant hereby rents, leases and hires the Project for the Term from the Issuer, for the rentals and upon and subject to the terms and conditions hereinafter set forth.

ARTICLE III

Section 3.1. Basic Rent.

The Issuer reserves and the Tenant covenants and agrees to pay Basic Rent to the Bank, as assignee of the Issuer, for the account of the Issuer, for deposit in the Debt Service Fund, on each Basic Rent Payment Date. Basic Rent shall be payable by check or draft of the Tenant due at the principal office of the Bank on each Basic Rent Payment Date.

Section 3.2. Additional Rent.

Within 30 days after receipt of written notice thereof, the Tenant shall pay any Additional Rent required to be paid pursuant to this Project Lease not already paid.

Section 3.3. Rent Payable Without Abatement or Setoff.

The Tenant covenants and agrees with and for the express benefit of the Issuer and the Owner that all payments of Basic Rent and Additional Rent shall be made by the Tenant as the same become due, and that the Tenant shall perform all of its obligations, covenants and agreements hereunder without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Improvements shall have been acquired, started or completed, or whether the Issuer's interest in the Project or any part thereof is defective or non-existent, and notwithstanding any failure of consideration or commercial frustration of purpose, the eviction or constructive eviction of the Tenant or any subtenant, any Change of Circumstances, any change in the tax or other laws of the United States of America, the State, or any municipal corporation of either, any change in the Issuer's legal organization or status, or any default of the Issuer hereunder, and regardless of the invalidity of any action of the Issuer or any other event or condition whatsoever, and regardless of the invalidity of any portion of this Project Lease, and the Tenant hereby waives

the provisions of any statute or other law now or hereafter in effect contrary to any of its obligations, covenants or agreements under this Project Lease or which releases or purports to release the Tenant therefrom. Nothing in this Project Lease shall be construed as a waiver by the Tenant of any rights or claims the Tenant may have against the Issuer under this Project Lease or otherwise, but any recovery upon such rights and claims shall be had from the Issuer separately, it being the intent of this Project Lease that the Tenant shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Project Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owner.

Notwithstanding any provision herein to the contrary, in the event Tenant is the sole owner of the Bonds, Tenant shall have the absolute right to setoff against payments due to the Issuer pursuant to this Project Lease corresponding to payments of principal and interest on the Bonds, any unpaid obligations of Issuer owed to the holder or holders of the Bonds for such payments of principal and interest, which Tenant has paid in full on Issuer's behalf or for which Tenant has received a credit from the holder or holders of the Bonds as having paid in full such payments, receipt of which, including a release of the obligations of the Issuer, is acknowledged by the holder or holders of the Bonds.

Section 3.4. Prepayment of Basic Rent.

The Tenant may at any time prepay all or any part of the Basic Rent. Prepayments of Basic Rent will be applied to redemption of Bonds (other than mandatory sinking fund redemption), including payment of redemption premium, as directed in writing by the Tenant, to the extent that Bonds are subject to optional redemption at the time of prepayment. Otherwise, prepayments of Basic Rent will be deposited in the Debt Service Fund to be applied to purchase of Bonds or to optional redemption of Bonds (including redemption premium and interest) at the earliest date on which Bonds are subject to optional redemption. Prepayments of Basic Rent which are not sufficient to redeem all Bonds Outstanding at the time of the prepayment will be applied to redeem the principal amounts of Bonds Outstanding in inverse order of maturity, unless otherwise directed by the Tenant.

Section 3.5. Deposit of Rent by the Bank.

As assignee of the Issuer's rights hereunder, the Bank shall deposit, use and apply all payments of Basic Rent and Additional Rent in accordance with the provisions of this Project Lease and the Bond Agreement.

Section 3.6. Acquisition of Bonds.

If the Tenant acquires any or all of the Outstanding Bonds, it may present the certificate(s) representing such part of the Bonds to the Bank for cancellation, and upon such cancellation, the Tenant's obligation to pay Basic Rent shall be reduced or terminated, as the case may be, in the same manner as provided for prepayments by the Tenant of Basic Rent. In no event, however, shall the Tenant's obligation to pay Basic Rent be reduced in such a manner that the Bank shall not have on deposit in the Debt Service Fund, immediately available funds sufficient to pay the maturing principal of, redemption premium, if any, and interest on Outstanding Bonds as and when the same shall become due and according to the terms of the Bonds; except in the case when Tenant owns and surrenders all of the Outstanding Bonds.

ARTICLE IV

Section 4.1. Disposition of Original Proceeds.

The Original Proceeds shall be paid over to the Bank for the account of the Issuer and applied as set forth in *Section 5* of the Bond Agreement. Notwithstanding anything in this Project Lease or in the Bond Agreement to the contrary, in the event Tenant has completed the Project prior to the Issue Date with its own funds, then Tenant shall not be required to deposit the Original Proceeds with the Bank. In such an event, the Tenant

shall certify to the Issuer and Bank that the Project has been completed and paid in full, whereupon the Issuer and Bank shall deliver the Bonds to the Tenant on the Issue Date.

ARTICLE V

Section 5.1. Acquisition of Interest in Real Property and Improvements.

The Tenant shall prior to or concurrently with the issuance of the Bonds, execute and deliver the Site Lease under which the Tenant shall lease to the Issuer, subject to Permitted Encumbrances, the Real Property as described in *Schedule I*, and the Improvements as completed and installed. The Tenant shall also concurrently with delivery of the Site Lease make provisions for the discharge or subordination to the interests acquired by the Issuer of any liens or encumbrances incurred by it in connection with the construction, installation or development of the Improvements, other than Permitted Encumbrances.

Section 5.2. Project Contracts.

The Tenant represents that all contracts with respect to the acquisition and/or construction of the Improvements (the "Project Contracts") have been completed. Prior to the delivery hereof, certain work has been or may have been performed on the Improvements. The Tenant warrants that the construction and/or acquisition of the Improvements in accordance with the Project Contracts has resulted in the Project being suitable for use by the Tenant as a commercial facility. Any and all amounts received by the Issuer, the Bank or the Tenant from any of the contractors or other suppliers by way of breach of contract, refunds or adjustments shall become a part of and be deposited in the Project Fund.

Section 5.3. Payment of Project Costs for Buildings and Improvements.

The Issuer agrees to reimburse the Tenant for the acquisition or construction of the Improvements or any repairs or replacements to be made pursuant to *Article XVIII* of this Project Lease, but solely from Original Proceeds of the Bonds (or Net Proceeds, as applicable) as deposited in the Project Fund, and hereby authorizes and directs the Bank to pay for the same, but solely from the Project Fund, from time to time, after issuance of the Bonds while the Tenant is in compliance with the requirements of *Section 6.1* hereof, upon receipt by the Bank of a requisition certificate signed by the Authorized Tenant Representative in the form set forth as *Appendix A* hereto which is incorporated herein by reference.

The sole obligation of the Issuer under this paragraph shall be to cause the Bank to make such disbursements of bond proceeds upon receipt of such certificates and releases or waivers. The Bank may rely fully on any such certificates and shall not be required to make any investigation in connection therewith, except that the Bank shall investigate requests for reimbursements directly to the Tenant and shall require such supporting evidence as would be required by a reasonable and prudent fiduciary.

Section 5.4. Payment of Project Costs for Machinery and Equipment.

The Issuer hereby agrees to reimburse Tenant for the purchase and acquisition of any machinery and equipment constituting a part of the Improvements, but solely from the Project Fund, from time to time, upon receipt by the Bank of a certificate signed by the Authorized Tenant Representative in the form provided by *Appendix A* hereto which is incorporated herein by reference.

The sole obligation of the Issuer under this Section shall be to cause the Bank to make such disbursements upon receipt of the certificates and proof of mechanic's or subcontractor's lien waiver or release, if the item is to become a fixture on the Real Property. The Bank may rely fully on any such certificate and supporting documentation and shall not be required to make any independent investigation in connection therewith. All machinery, equipment and/or personal property acquired, in whole or in part, from funds deposited in the Project Fund pursuant to this Section will be considered a part of the Project.

Section 5.5. Completion of Project.

The Tenant warrants that the Project will be occupied and used by the Tenant for its lawful business purposes.

The Tenant covenants and agrees to that the Improvements are complete and have been substantially completed in accordance with the plans and specifications prepared at the Tenant's direction. The Improvements have been substantially completed in a good and workmanlike manner. There are no mechanic's, materialmen's liens or other statutory liens on file encumbering title to the Real Property; all bills for labor and materials furnished for the Improvements which could form the basis of a mechanic's, materialmen's or other statutory lien against the Real Property have been paid in full, and within the past four months no such labor or materials have been furnished which have not been paid. All Improvements are located or installed upon the Real Property. All material provisions of applicable building codes have been complied with and, if applicable, a certificate of occupancy has been issued with respect to the Project. All moneys remaining in the Project Fund being held by the Bank under the Bond Agreement should be transferred to the Debt Service Fund being held by the Bank under the Bond Agreement, to be applied as provided therein.

Section 5.6. Deficiency of Project Fund.

If Bond Proceeds in the Project Fund are insufficient to pay fully all Project Costs (including reimbursements to the Tenant for Project Costs advanced by the Tenant prior to issuance of the Bonds) and to fully complete the Improvements, lien free (except for Permitted Encumbrances), the Tenant covenants to pay the full amount of any such deficiency by making payments directly to the contractors and to the suppliers of materials, machinery, equipment, property and services as the same become due, and the Tenant shall save the Issuer and the Bank whole and harmless from any obligation to pay such deficiency.

Section 5.7. Right of Entry by the Issuer and the Bank.

The duly authorized agents of the Issuer and/or the Bank shall have the right (but shall not be required) at any reasonable time and upon reasonable notice to the Tenant prior to the completion of the Improvements to have access to the Project or any part thereof for the purpose of inspecting the acquisition, installation or construction thereof.

Section 5.8. Machinery and Equipment Purchased by the Tenant.

If no part of the purchase price of an item of machinery, equipment or personal property is paid from Original Proceeds deposited in the Project Fund pursuant to the terms of this Project Lease, then such item of machinery, equipment or personal property will not be considered a part of the Project.

Section 5.9. Project Property of the Issuer.

All Improvements, all work and materials on Improvements as such work progresses, any Project Additions, anything under this Project Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as fully completed, repaired, rebuilt, rearranged, restored or replaced by the Tenant under the provisions of this Project Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the Issuer, subject to the terms of this Project Lease. Any Improvements which become a part of the real estate as fixtures shall remain separate from the Tenant's property unless and until purchased by the Tenant from the Issuer as provided in this Project Lease.

Section 5.10. Kansas Retailers' Sales Tax.

The parties have entered into this Project Lease in contemplation that, under the existing provisions of K.S.A. 79-3606, subsections (b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Improvements are entitled to exemption from the tax imposed by the Kansas Retailers' Sales Tax Act. The parties agree that the Issuer shall, upon the request of and with the Tenant's assistance, promptly obtain from the State and furnish to the contractors and suppliers

a project exemption certificate for the construction of the Improvements. The Tenant covenants that the exemption certificate will be used only in connection with the purchase of tangible personal property or services becoming a part of the Project. The Issuer shall not be responsible for any failure on the part of the State to issue such project exemption certificate.

ARTICLE VI

Section 6.1. Insurance.

The Tenant shall and covenants and agrees that it will, throughout the Term at its sole cost and expense, (a) insure the Project in the same manner it insures its other property against fire and extended coverage perils with insurance policies issued by insurance companies of its choice. Tenant may insure such property under a blanket insurance policy, policies which cover not only such property but other properties or self-insurance; and (b) shall at all times maintain general accident and public liability insurance covering the Tenant's operations in or upon the Project (including coverage for losses arising from the ownership, maintenance, use or operation of any automobile, truck or other vehicle in or upon the Project) under which the Tenant shall be insured and the Issuer and the Bank shall be additional insureds or mortgagees, as their interests in the Project appear, in an amount not less than the then maximum liability of a governmental entity for claims arising out of a single occurrence as provided by the Kansas tort claims act or other similar future law (currently \$500,000 per occurrence).

ARTICLE VII

Section 7.1. Impositions.

The Tenant shall, during the Term of this Project Lease, bear, pay and discharge, before the delinquency thereof, any and all Impositions. In the event any Impositions may be lawfully paid in installments, the Tenant shall be required to pay only such installments thereof as become due and payable during the term of this Project Lease as and when the same become due and payable.

Section 7.2. Receipted Statements.

Unless the Tenant exercises its right to contest any Impositions in accordance with *Section 7.3* hereof, the Tenant shall, within 30 days after the last day for payment without penalty or interest of an Imposition which the Tenant is required to bear, pay and discharge pursuant to the terms hereof, deliver to the Bank a copy of the statement issued therefor duly receipted to show the payment thereof.

Section 7.3. Contest of Impositions.

The Tenant shall have the right, in its own or the Issuer's name or both, to contest the validity or amount of any Imposition by appropriate legal proceedings instituted before the Imposition complained of becomes delinquent if, and provided, the Tenant (i) before instituting any such contest, shall give the Issuer and the Bank written notice of its intention to do so and, if requested in writing by the Issuer or the Bank, shall deposit with the Bank a surety bond of a surety company acceptable to the Issuer as surety, in favor of the Issuer and the Bank, as their interests may appear, or cash, in a sum of at least the amount of the Imposition so contested, assuring the payment of such contested Impositions together with all interest and penalties to accrue thereon and court costs, (ii) diligently prosecutes any such contest and at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (iii) promptly pays any final judgment enforcing the Imposition so contested and thereafter promptly procures record release or satisfaction thereof. The Tenant shall indemnify and hold the Issuer whole and harmless from any costs and expenses the Issuer may incur related to any such contest.

Section 7.4. Ad Valorem Taxes.

The parties acknowledge that under the existing provisions of K.S.A. 79-201a, as amended, the property acquired, constructed or purchased with the proceeds of the Bonds (except such property used for certain retail uses) is eligible to receive exemption from *ad valorem* taxation for a period up to 10 calendar years after the calendar year in which the Bonds are issued, provided the Issuer has complied with certain notice, hearing and procedural requirements established by law, and proper application has been made; and further provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto; and (b) for the uses restricted pursuant to the provisions of K.S.A. 79-201a, *Second* and *Twenty-Fourth*. The Issuer represents that such notice, hearing and procedural requirements will have been complied with at the Issue Date. The Issuer will, at the Tenant's request, with information furnished by Tenant and the Bank, make all necessary filings regarding the application for *ad valorem* tax exemption for the full 10-year period in the calendar year following the calendar year in which the Bonds were issued, and will renew the application from time to time and take any other action as may be necessary to maintain such *ad valorem* tax exemption in full force and effect, in accordance with K.S.A. 79-201a, 79-210 *et seq.* and the requirements of the State Board of Tax Appeals. If it becomes necessary to litigate the issue of availability or applicability of the *ad valorem* tax exemption, the Issuer will cooperate fully with Tenant in pursuing such litigation, but all litigation costs and reasonable attorney fees must be paid by Tenant, either directly or as Additional Rent.

ARTICLE VIII

Section 8.1. Use of Project.

Subject to the provisions of this Project Lease, the Tenant shall have the right to use the Project for any and all purposes allowed by law and contemplated by the constitution of the State and the Act. The Tenant shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. The Tenant shall comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Project Lease. The Tenant shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Tenant to comply with the provisions of this Article.

Section 8.2. Environmental Provisions.

(a) The Tenant hereby covenants that it will not cause or permit any Hazardous Substances (as defined herein) to be placed, held, located or disposed of, on, under or at the Real Property or the Project, other than in the ordinary course of business and in compliance with all applicable Environmental Laws.

(b) In furtherance and not in limitation of any indemnity elsewhere provided to the Issuer hereunder and in the Bond Agreement, the Tenant hereby agrees to indemnify and hold harmless the Issuer, the Bank and the Owner from time to time from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment, costs of investigation, consultants, testing, sampling, cleanup, or defense, and claims of any and every kind paid, incurred or suffered, with respect to, or as a direct or indirect result of, the actual or alleged presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Real Property or the Project of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under any federal, state or local Environmental Law or so-called "Superfund" or "Super lien" law, or any other applicable Environmental Law, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standard of conduct concerning, any Hazardous Substance) regardless of whether

or not caused by or within the control of the Tenant (other than liabilities resulting from environmental contamination primarily caused by the Issuer's or Bank's own agents or employees).

(c) If the Tenant receives any notice of (1) the happening of any event involving the use, other than in the ordinary course of business and in compliance with all applicable Environmental Laws, spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on the Real Property or the Project or in connection with the Tenant's operations thereon or (2) any complaint, order, citation or notice with regard to air emissions, water discharges or any other environmental, health or safety matter affecting the Tenant (an "Environmental Complaint") from any person (including, without limitation, the United States Environmental Protection Agency (the "EPA"), and the Kansas Department of Health and Environment ("KDHE")) then the Tenant shall immediately notify the Issuer and the Bank in writing. With respect to any such notice that relates to a condition or conditions on the Project site, the Tenant shall promptly initiate action to remediate the conditions cited in the notice, and shall diligently pursue such remediation at its expense to the reasonable satisfaction of the city authority.

(d) The provisions of this *Section 8.2* shall survive the termination of this Project Lease or exercise of the Tenant's option to purchase the Project, except with respect to obligations which arise solely and exclusively as a result of the use, spill, release, leak, seepage or discharge of Hazardous Substances on the Real Property or the Project after the Project is no longer occupied by the Tenant.

ARTICLE IX

Section 9.1. Sublease by the Tenant.

The Tenant may sublease the Project to a single party or entity, with the prior written consent of the Issuer. The Tenant may sublease portions of the Project for use by others in the normal course of its business without the Issuer's prior consent or approval. In the event of any such subleasing, the Tenant shall remain fully liable for the performance of its duties and obligations hereunder, and no such subleasing and no dealings or transactions between the Issuer or the Bank and any such subtenant shall relieve the Tenant of any of its duties and obligations hereunder. Any such sublease shall be subject and subordinate in all respects to the provisions of this Project Lease.

Section 9.2. Assignment by the Tenant.

The Tenant may assign, mortgage, sell or otherwise transfer its interest in this Project Lease only with the prior written consent of the Bank as assignee of the Issuer. Collateral assignment by the Tenant of its leasehold interest in this Project Lease to the Bank for the benefit of the Owner is hereby acknowledged and approved by the Issuer. In the event of any such assignment, the Tenant shall remain fully liable for the performance of its duties and obligations hereunder, except to the extent hereinafter provided, and no such assignment and no dealings or transactions between the Issuer or the Bank and any such assignee shall relieve the Tenant of any of its duties and obligations hereunder, except as may be otherwise provided in the following Section.

Section 9.3. Release of the Tenant.

If, in connection with an assignment by the Tenant of its interest in this Project Lease, (a) the Issuer and the Owners of at least seventy-five percent (75%) in aggregate principal amount of the Outstanding Bonds (including any Additional Bonds) shall file with the Bank their prior written consent to such assignment, and (b) the proposed assignee shall expressly assume and agree to perform all of the obligations of the Tenant under this Project Lease with regard to the Bonds; then the Tenant shall be fully released from all obligations accruing hereunder after the date of such assignment.

Section 9.4. Mergers and Consolidations.

Notwithstanding the provisions of *Sections 9.2 and 9.3* above, if the Tenant shall assign or transfer, by operation of law or otherwise, its interests in this Project Lease in connection with a transaction involving the merger or consolidation of the Tenant with or into, or a sale, lease or other disposition of all or substantially all of the property of the Tenant as an entirety to another person, association, corporation or other entity, and (a) the Issuer shall file with the Bank its prior written consent to such assignment, transfer or merger, (b) the proposed assignee, transferee or surviving entity shall expressly assume and agree to perform all of the obligations of the Tenant under this Project Lease with regard to the Bonds, and (c) the Tenant shall furnish the Bank and the Issuer with evidence in the form of financial statements accompanied by a proforma balance sheet prepared by an independent certified public accountant of recognized standing showing that the net worth of such proposed assignee, transferee or surviving entity immediately following such assignment, transfer or merger will be at least equal to the net worth of the Tenant as shown by the most recent financial statements of the Tenant furnished to the Bank pursuant to this Project Lease; then and in such event the Tenant shall be fully released from all obligations accruing hereunder after the date of such assignment, transfer or merger.

Section 9.5. Covenant Against Other Assignments.

The Tenant will not assign or in any manner transfer its interests under this Project Lease, nor will it suffer or permit any assignment thereof by operation of law, except in accordance with the limitations, conditions and requirements set forth in this *Article IX*.

ARTICLE X

Section 10.1. Repairs and Maintenance.

The Tenant covenants and agrees that it will, during the Term of this Project Lease, at its own expense, keep and maintain the Project and all parts thereof in good condition and repair (ordinary wear and tear excepted), including but not limited to the furnishing of all parts, mechanisms and devices required to keep the machinery, equipment and personal property constituting a part of the Project in good mechanical and working order (ordinary wear and tear excepted).

Section 10.2. Removal, Disposition and Substitution of Machinery or Equipment.

The Tenant shall have the right, provided the Tenant is not in Default, to remove and sell or otherwise dispose of any machinery or equipment which constitutes a part of the Project and which is no longer used by the Tenant or, in the opinion of the Tenant, is no longer useful to the Tenant in its operations (whether by reason of changed processes, changed techniques, obsolescence, depreciation or otherwise).

All machinery or equipment constituting a part of the Project and removed by the Tenant in compliance with this Section shall become the absolute property of the Tenant and may be sold or otherwise disposed of by the Tenant without otherwise accounting to the Issuer. In all cases, the Tenant shall pay all the costs and expenses of any such removal and shall immediately repair at its expense all damage caused thereby. The Tenant's rights under this Section to remove machinery or equipment constituting a part of the Project is intended only to permit the Tenant to maintain an efficient operation by the removal of such machinery and equipment no longer suitable to the Tenant's use for any of the reasons set forth in this Section and such right is not to be construed to permit a removal under any other circumstances and shall not be construed to permit the wholesale removal of such machinery or equipment by the Tenant.

ARTICLE XI

Section 11.1. Alteration of Project.

The Tenant shall have and is hereby given the right, at its sole cost and expense, to make such additions, changes and alterations in and to any part of the Project as the Tenant from time to time may deem necessary or advisable, provided however, the Tenant shall not make any major addition, change or alteration which will adversely affect the intended use or structural strength or value of any part of the Improvements. All additions, changes and alterations made by the Tenant pursuant to the authority of this Article shall (a) be made in a workmanlike manner and in strict compliance with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, shall be deemed a part of the Project; provided, however, that additions of machinery, equipment and/or personal property of the Tenant, not purchased or acquired from proceeds of the Bonds and not constituting a part of the Project shall remain the separate property of the Tenant and may be removed by the Tenant prior to or as provided in *Section 22.1* hereof.

ARTICLE XII

Section 12.1. Additional Improvements.

The Tenant shall have and is hereby given the right, at its sole cost and expense, to construct on the Real Property or within areas occupied by the Improvements, or in airspace above the Project, such additional buildings and improvements as the Tenant from time to time may deem necessary or advisable. All additional buildings and improvements constructed by the Tenant pursuant to the authority of this Article shall, during the Term, remain the property of the Tenant and may be added to, altered or razed and removed by the Tenant at any time during the Term hereof. The Tenant covenants and agrees (a) to make all repairs and restorations, if any, required to be made to the Project because of the construction of, addition to, alteration or removal of, the additional buildings or improvements, (b) to keep and maintain the additional buildings and improvements in good condition and repair, ordinary wear and tear excepted, (c) to promptly and with due diligence either raze and remove from the Real Property, in a good, workmanlike manner, or repair, replace or restore such of the additional buildings or improvements as may from time to time be damaged by fire or other casualty, and (d) that all additional buildings and improvements constructed by the Tenant pursuant to this Article which remain in place after the termination of this Project Lease for any cause other than the purchase of the Project pursuant to *Article XVII* hereof shall, upon and in the event of such termination, become the separate and absolute property of the Issuer.

ARTICLE XIII

Section 13.1. Securing of Permits and Authorizations.

The Tenant shall not do or permit others under its control to do any work in or in connection with the Project or related to any repair, rebuilding, restoration, replacement, alteration of or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have first been procured and paid for. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Project Lease.

Section 13.2. Mechanic's Liens.

The Tenant shall not do or suffer anything to be done whereby the Project, or any part thereof, is encumbered by any mechanic's or other similar lien. Should any mechanic's or other similar lien ever be filed against the Project, or any part thereof, the Tenant shall discharge the same of record within 30 days after the date of filing. Notice is hereby given that the Issuer does not authorize or consent to and shall not be liable for any labor or materials furnished to the Tenant or anyone claiming by, through or under the Tenant upon credit,

and that no mechanic's or similar liens for any such labor, services or materials shall attach to or affect the reversionary or other estate of the Issuer in and to the Project, or any part thereof.

Section 13.3. Contest of Liens.

The Tenant, notwithstanding the above, shall have the right to contest any such mechanic's or other similar lien if within the 30-day period stated above it (a) notifies the Issuer and the Bank in writing of its intention so to do, and if requested by the Bank or the Issuer, deposits with the Bank a surety bond issued by a surety company acceptable to the Issuer as surety, in favor of the Issuer, or cash, in the amount of the lien claim so contested, indemnifying and protecting the Issuer from and against any liability, loss, damage, cost and expense of whatever kind or nature growing out of or in any way connected with the asserted lien and the contest thereof, (b) diligently prosecutes such contest, at all times effectively staying or preventing any official or judicial sale of the Project or any part thereof or interest therein, under execution or otherwise, and (c) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof.

Section 13.4. Utilities.

All utilities and utility services used by the Tenant in, on or about the Project shall be contracted for by the Tenant in the Tenant's own name and the Tenant shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary for all operations on the Project.

ARTICLE XIV

Section 14.1. Indemnity.

The Tenant agrees, whether or not the transactions contemplated by this Project Lease, the Site Lease, the Bonds or the Bond Agreement are consummated, to indemnify and hold harmless the Issuer and its officers, directors, officials, employees and agents, including the Bank as assignee of the Issuer's rights under this Project Lease, and the Owner and each of its officers, directors, employees and agents (any or all of the foregoing referred to hereafter as "Indemnified Persons"), from and against all claims, actions, suits, proceedings, expenses, judgments, damages, penalties, fines, assessments, liabilities, charges or other costs (including, without limitation, all attorneys' fees and expenses incurred in connection with enforcing this Project Lease or collecting any sums due hereunder and any claim or proceeding or any investigations undertaken hereunder) relating to, resulting from, or in connection with (a) any cause in connection with the Project, including, without limitation, the acquisition, design, construction, installation, equipping, operating, maintenance or use thereof; (b) any act or omission of the Tenant or any of its agents contractors, servants, employees or licensee in connection with the use or operation of the Project; (c) any cause in connection with the issuance and sale of the Bonds, (d) a misrepresentation or breach of warranty by the Tenant hereunder or under any of the documents executed by the Tenant in connection with this Project Lease, or (e) any violation by the Tenant of any of its covenants hereunder or under any of the other documents executed by the Tenant in connection with the Bonds or this Project Lease. This indemnity is effective only with respect to any loss incurred by any Indemnified Person not due to willful misconduct, gross negligence, or bad faith on part of such Indemnified Person. In case any action or proceeding shall be brought against one or more Indemnified Person and with respect to which such Indemnified Person may seek indemnity as provided herein, such Indemnified Person shall promptly notify the Tenant in writing and the Tenant shall promptly assume the defense thereof, including the employment of counsel reasonable satisfactory to such Indemnified Person or Indemnified Persons, the payment of all expenses and the right to negotiate and consent to settlement; but the failure to notify the Tenant as provided shall not relieve Tenant from any liability or duty under this Section, so long as Tenant is given reasonable opportunity to defend such claim.

ARTICLE XV

Section 15.1. Access to Project.

The Issuer, for itself and its duly authorized representatives and agents, including the Bank, reserves the right to enter the Project at all reasonable times during usual business hours throughout the Term, upon reasonable notice, for the purpose of (a) examining and inspecting the same, (b) performing such work made necessary by reason of the Tenant's default under any of the provisions of this Project Lease, and (c) after an Event of Default, for the purpose of exhibiting the Project to prospective purchasers, lessees or mortgagees. The Issuer may, during the progress of the work mentioned in (b) above, keep and store on the Project all necessary materials, supplies and equipment and shall not be liable for inconvenience, annoyances, disturbances, loss of business or other damage suffered by reason of the performance of any such work or the storage of such materials, supplies and equipment.

ARTICLE XVI

Section 16.1. Option to Extend Basic Term.

The Tenant shall have and is hereby given the right and option to extend the Basic Term of this Project Lease for the Additional Term provided that (a) the Tenant shall give the Issuer written notice of its intention to exercise the option at least 30 days prior to the expiration of the Basic Term and (b) the Tenant is not in Default hereunder at the time it gives the Issuer such notice or at the time the Additional Term commences. In the event the Tenant exercises such option, the terms, covenants, conditions and provisions set forth in this Project Lease shall be in full force and effect and binding upon the Issuer and the Tenant during the Additional Term except that the Basic Rent during any extended term herein provided for shall be the sum of \$100.00 per year, payable in advance on the first Business Day of such Additional Term.

ARTICLE XVII

Section 17.1. Option to Purchase Improvements.

Subject to the provisions of this Article, the Tenant shall have the right and option to purchase the Issuer's interest in the Improvements at any time during the Term hereof and for 120 days thereafter. The Tenant shall exercise its option by giving the Issuer written notice of the Tenant's election to exercise its option and specifying the date, time and place of closing, which date (the "Release Date") shall neither be earlier than 30 days nor later than 180 days after the notice is given. The Tenant may not, however, exercise such option if the Tenant is in Default hereunder on the Release Date unless all Defaults are cured upon payment of the purchase price specified in *Section 17.2*.

Section 17.2. Quality of Title and Purchase Price.

If the notice of election to purchase is given, the Issuer shall assign and release all of its interests in the Improvements to the Tenant on the Release Date free and clear of all liens and encumbrances except (a) Permitted Encumbrances, (b) those to which title was subject on the date of the Site Lease to the Issuer of the Real Property, or to which title became subject with the Issuer's and Tenant's written consent, or which resulted from any failure of the Tenant to perform any of its covenants or obligations under this Project Lease, (c) taxes and assessments, general and special, if any, and (d) the rights of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the Project, for a price determined as follows (which the Tenant agrees to pay in cash at the time of delivery of the Issuer's instruments of release of the Project to the Tenant as hereinafter provided):

(1) The full amount which is required to provide the Issuer and the Bank with funds sufficient, in accordance with the provisions of the Bond Agreement, to pay at maturity or to redeem and pay in full (A) the principal of all of the Outstanding Bonds, (B) all interest due thereon to date of maturity or redemption, whichever first occurs, and (C) all costs, expenses and premiums incident to the redemption and payment of the Bonds in full, plus

(2) \$100.00.

In the event the Tenant owns all of the Outstanding Bonds, the Tenant may surrender the Bond to the Bank for cancelation in lieu of paying the full amount set forth in this Section.

Nothing in this Article shall release or discharge the Tenant from its duty or obligation under this Project Lease to make any payment of Basic Rent or Additional Rent which, in accordance with the terms of this Project Lease, becomes due and payable prior to the Release Date, or its duty and obligation to fully perform and observe all covenants and conditions herein stated to be performed and observed by the Tenant prior to the Release Date.

Section 17.3. Closing of Purchase.

On the Release Date, the Issuer shall deliver to the Tenant its release of leases and/or other appropriate instruments of assignment or release, properly executed and releasing the Project to the Tenant free and clear of all liens and encumbrances except as set forth in the preceding section above, and the Tenant shall pay the full purchase price for the Project as follows: (a) the amount specified in clause (1) of *Section 17.2* shall be paid to the Bank for deposit in the Debt Service Fund to be used to pay or redeem Bonds and the interest thereon as provided in the Bond Agreement, and (b) the amount specified in clause (2) of *Section 17.2* shall be paid to the Issuer; provided, however, nothing herein shall require the Issuer to deliver its appropriate instruments of assignment or release to the Tenant until after all duties and obligations of the Tenant under this Project Lease to the date of such delivery have been fully performed and satisfied or adequate provision made for such performance and satisfaction. Upon the recording of the Issuer's instruments of assignment or release, and payment of the purchase price by the Tenant and legal defeasance or cancellation of the Bonds, this Project Lease will terminate, subject to the provisions of *Section 20.2* hereof.

Section 17.4. Effect of Failure to Complete Purchase.

If, for any reason, the purchase of the Project by the Tenant pursuant to valid notice of election to purchase is not effected on the Release Date, this Project Lease shall be and remain in full force and effect according to its terms as if no notice of election under *Section 17.1* had been given. The Issuer and Tenant agree to use all commercially reasonable efforts to effect the assignment and release as soon as possible.

Section 17.5. Application of Condemnation Awards if the Tenant Purchases Project.

The right of the Tenant to exercise its option to purchase the Project under the provisions of this Article shall remain unimpaired notwithstanding any condemnation of title to, or the use for a limited period of, all or any part of the Project. If the Tenant shall exercise its option and pay the purchase price as provided in this Article, all of the condemnation awards received by the Issuer after the payment of the purchase price, less all attorneys' fees and other expenses and costs incurred by the Issuer in connection with such condemnation, shall belong and be paid to the Tenant.

ARTICLE XVIII

Section 18.1. Damage and Destruction.

(a) If, during the Term, any Improvements are damaged or destroyed, in whole or in part, by fire or other casualty, the Tenant shall promptly notify the Issuer and the Bank in writing as to the nature and extent of such damage or loss and whether it is practicable and desirable to rebuild, repair, restore or replace such damage or loss.

(b) If the Tenant shall determine that such rebuilding, repairing, restoring or replacing is practicable and desirable, the Tenant shall proceed with and complete with reasonable dispatch such rebuilding, repairing, restoring or replacing. In such case, any Net Proceeds of property and/or casualty insurance required by this Project Lease and received with respect to any such damage or loss to the Improvements shall be paid to the Bank and shall be deposited in the Project Fund and shall be used and applied for the purpose of paying the cost of such rebuilding, repairing, restoring or replacing such damage or loss. Any amount remaining in the Project Fund after such rebuilding, repairing, restoring or replacing shall be paid to the Tenant.

(c) If the Tenant shall reasonably determine that rebuilding, repairing, restoring or replacing the Improvements is not practicable and desirable, any Net Proceeds of property and/or casualty insurance required by this Project Lease and received with respect to any such damage or loss to the Project shall be paid into the Debt Service Fund. Such moneys shall be used to redeem Bonds at their earliest optional redemption date. The Tenant agrees that it shall be reasonable in exercising its judgment pursuant to this subsection (c).

(d) The Tenant shall not, by reason of its inability to use all or any part of the Improvements during any period in which the Improvements are damaged or destroyed, or are being repaired, rebuilt, restored or replaced nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement or diminution of the Basic Rent or Additional Rent payable by the Tenant under this Project Lease nor of any other obligations of the Tenant under this Project Lease except as expressly provided in this Section.

Section 18.2. Condemnation.

(a) If, during the Term title to, or the temporary use of, all or any part of the Project shall be condemned by any authority exercising the power of eminent domain (other than the Issuer), the Tenant shall, within 30 days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify the Issuer and the Bank in writing as to the nature and extent of such condemnation and whether it is practicable and desirable to acquire substitute land or construct substitute Improvements.

(b) If the Tenant shall determine that such substitution is practicable and desirable, the Tenant shall proceed with and complete with reasonable dispatch the acquisition or construction of such substitute Real Property or Improvements. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings shall be paid to the Bank for the account of the Tenant and shall be deposited in the Project Fund and shall be used and applied for the purpose of paying the cost of such substitution. Any amount remaining in the Project Fund after such acquisition or construction shall be paid to Tenant.

(c) If the Tenant shall reasonably determine that it is not practicable and desirable to acquire or construct substitute Improvements, any Net Proceeds of condemnation awards received by the Tenant shall be paid into the Debt Service Fund. Such moneys shall be used to redeem Bonds at their earliest optional redemption date. The Tenant agrees that it shall be reasonable in exercising its judgment pursuant to this subsection.

(d) The Tenant shall not, by reason of its inability to use all or any part of the Improvements during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement or any abatement or diminution of the Basic Rent or Additional Rent nor of any other obligations hereunder payable by the Tenant under this Project Lease.

(e) The Issuer shall cooperate fully with the Tenant in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof so long as the Issuer is not the condemning authority. In no event will the Issuer voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the written consent of the Tenant and the Bank.

Section 18.3. Effect of Tenant's Defaults.

Anything in this Article to the contrary notwithstanding, the Issuer and the Bank shall have the right at any time and from time to time to withhold payment of all or any part of the Net Proceeds from the Project Fund attributable to damage, destruction or condemnation of the Project to the Tenant or any third party if an Event of Default has occurred and is continuing, or the Issuer or the Bank has given notice to the Tenant of any Default which, with the passage of time, will become an Event of Default. In the event the Tenant shall cure any Defaults specified herein, the Bank shall make payments from the Net Proceeds to the Tenant in accordance with the provisions of this Article. However, if this Project Lease is terminated or the Issuer or the Bank otherwise re-enters and takes possession of the Project without terminating this Project Lease, the Bank shall pay all the Net Proceeds held by it into the Debt Service Fund and all rights of the Tenant in and to such Net Proceeds shall cease.

ARTICLE XIX

Section 19.1. Change of Circumstances

If at any time during the Term, a Change of Circumstances occurs, then the Tenant shall have the option to purchase the Project pursuant to *Article XVII* or the option to terminate this Project Lease by giving the Issuer notice of such termination within 90 days after the Tenant has actual knowledge of the event giving rise to such option. The termination of this Project Lease will become effective when all of the Bonds Outstanding are paid or payment is provided for in the manner described in *Section 3(f)* of the Bond Agreement.

ARTICLE XX

Section 20.1. Remedies on Default.

Whenever any Event of Default shall have happened and be continuing, the Bank (acting on behalf of the Issuer, as assignee of the Issuer's rights hereunder) may take any legal action, including but not limited to, one or more of the following remedial actions:

(a) By written notice to the Tenant upon acceleration of maturity of the Bonds as provided in the Bond Agreement, the Bank acting on behalf of the Issuer may declare the aggregate amount of all unpaid Basic Rent or Additional Rent required to be paid by the Tenant to be immediately due and payable under this Project Lease.

(b) The Bank acting on behalf of the Issuer may give the Tenant written notice of intention to terminate this Project Lease on a date not earlier than 30 days after such notice is given and, if all Events of Default have not then been cured on the date specified, the Tenant's rights to possession of the Project shall cease, and this Project Lease shall terminate. The Bank acting on behalf of the Issuer may re-enter and take possession of the Project and pursue all its available remedies, including sale of Issuer's interest in the Project

and judgment against the Tenant for all Basic Rent and Additional Rent then owing, including costs and attorney fees.

(c) Without terminating this Project Lease, the Bank acting on behalf of the Issuer may conduct inspections or an Environmental Assessment of the Project. The Issuer or the Bank acting on behalf of the Issuer may refuse to re-enter or take possession of the Project if it has reasonable cause for such refusal. "Reasonable cause" shall include the presence on the Project of conditions which are in violation of any Environmental Law or the existence or threat of a remedial action against the Tenant under any Environmental Law resulting from conditions on the Project.

(d) Without terminating the Term, the Bank acting on behalf of the Issuer may relet the Project, or parts thereof, for such term or terms and at such rental and upon such other terms and conditions as are deemed advisable, with the right to make alterations and repairs to the Project, and no such re-entry or taking of possession of the Project shall be construed as an election to terminate this Project Lease, nor relieve the Tenant of its obligation to pay Basic Rent or Additional Rent (at the time or times provided herein), or of any of its other obligations under this Project Lease, all of which shall survive such re-entry or taking of possession. The Tenant shall continue to pay the Basic Rent and Additional Rent provided for in this Project Lease until the end of the Term, whether or not the Project shall have been relet, less the net proceeds, if any, of reletting the Project.

(e) Having elected to reenter or take possession of the Project pursuant to subsection 20.1(c), the Bank acting on behalf of the Issuer may (subject, however, to any restrictions against termination of this Project Lease in the Bond Agreement), by notice to the Tenant given at any time thereafter while the Tenant is in Default in the payment of Basic Rent or Additional Rent or in the performance of any other obligation under this Project Lease, elect to terminate this Project Lease in accordance with subsection 20.1(b) and thereafter proceed to exercise any remedies lawfully available.

(f) If, in accordance with any of the provisions of this Article, the Issuer shall have the right to elect to re-enter and take possession of the Project, the Issuer or the Bank acting on behalf of the Issuer, may enter and expel the Tenant and those claiming through or under the Tenant and remove the property and effects of both or either by all lawful means without being guilty of any manner of trespass and without prejudice to any remedies for arrears of Basic Rent or Additional Rent or preceding breach of contract by the Tenant.

(g) Net proceeds of any reletting or sale of the Project shall be deposited in the Debt Service Fund for application to pay the Bonds and interest thereon. "Net proceeds" shall mean the receipts obtained from reletting or sale after deducting all expenses incurred in connection with such reletting or sale, including without limitation, all repossession costs, brokerage commissions, legal fees and expenses, expenses of employees, alteration costs and expenses of preparation of the Project for reletting or sale.

(h) The Issuer or the Bank acting on behalf of the Issuer may recover from the Tenant any attorney fees or other expense incurred in exercising any of its remedies under this Project Lease.

Section 20.2. Survival of Obligations.

The Tenant covenants and agrees with the Issuer, the Bank and any other Owner that until all Bonds and the interest thereon and redemption premium, if any, are paid in full or provision is made for the payment thereof or cancellation in accordance with the Bond Agreement, its obligations under this Project Lease shall survive the cancellation and termination of this Project Lease for any cause and/or sale of the Project, and that the Tenant shall be obligated to pay Basic Rent and Additional Rent (reduced by any net income the Issuer or the Bank may receive from the Project after such termination) and perform all other obligations provided for in this Project Lease, all at the time or times provided in this Project Lease. Notwithstanding any provision of

this Project Lease or the Bond Agreement, the Tenant's obligations under *Sections 8.2 and 14.1* hereof shall survive any termination, release or assignment of this Project Lease, the Bond Agreement and payment or provision for payment of the Bonds.

Section 20.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Issuer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Project Lease or now or hereafter existing at law or in equity or by statute, subject to the provisions of the Bond Agreement. No delay or omission to exercise any right or power accruing upon any Event of 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 from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than notice required herein.

ARTICLE XXI

Section 21.1. Performance of the Tenant's Obligations by the Issuer.

If the Tenant shall fail to keep or perform any of its obligations as provided in this Project Lease, then the Issuer may (but shall not be obligated to do so) upon the continuance of such failure on the Tenant's part for 90 days after notice of such failure is given the Tenant by the Issuer or the Bank and without waiving or releasing the Tenant from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and the Tenant shall reimburse the Issuer for all sums so paid by the Issuer and all necessary or incidental costs and expenses incurred by the Issuer in performing such obligations through payment of Additional Rent. If such Additional Rent is not so paid by the Tenant within 10 days of demand, the Issuer shall have the same rights and remedies provided for in *Article XX* in the case of Default by the Tenant in the payment of Basic Rent.

ARTICLE XXII

Section 22.1. Surrender of Possession.

Upon accrual of the Issuer's right of reentry as the result of the Tenant's Default hereunder or upon the cancellation or termination of this Project Lease by lapse of time or otherwise (other than as a result of the Tenant's purchase of the Project), the Tenant shall peacefully surrender possession of the Project to the Bank, as assignee of the Issuer in good condition and repair, ordinary wear and tear excepted; provided, however, the Tenant shall have the right, prior to or within 30 business days after the termination of this Project Lease, to remove from on or about the Project the buildings, improvements, machinery, equipment, personal property, furniture and trade fixtures which the Tenant owns under the provisions of this Project Lease and are not a part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Tenant. All buildings, improvements, machinery, equipment, personal property, furniture and trade fixtures owned by the Tenant and which are not so removed from on or about the Project prior to or within 30 business days after such termination of this Project Lease shall become the separate and absolute property of the Issuer.

ARTICLE XXIII

Section 23.1. Notices.

All notices required or desired to be given hereunder shall be in writing and shall be delivered in person to the Notice Representative or mailed by registered mail to the Notice Address. All notices given by registered mail shall be deemed duly delivered three days after they are mailed. When mailed notices are given, the party giving notice will use reasonable diligence to contact the party being notified by telephone, electronic mail or facsimile on or before the date such notice is mailed.

ARTICLE XXIV

Section 24.1. Triple-Net Lease.

The parties hereto agree (a) that this Project Lease is intended to be a triple-net lease, (b) that the payments of Basic Rent and Additional Rent are designed to provide the Issuer and the Bank with funds adequate in amount to pay all principal of and interest on all Bonds as the same become due and payable and to pay and discharge all of the other duties and requirements set forth herein, and (c) that to the extent that the payments of Basic Rent and Additional Rent are not adequate to provide the Issuer and the Bank with funds sufficient for the purposes aforesaid, the Tenant shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money as may from time to time be required for such purposes.

Section 24.2. Funds Held by the Bank After Payment of Bonds.

If, after the principal of and interest on all Bonds and all costs incident to the payment of Bonds have been paid in full, the Bank holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, except as otherwise provided in this Project Lease and the Bond Agreement and after payment therefrom to the Issuer of any sums of money then due and owing by the Tenant under the terms of this Project Lease, be the absolute property of and be paid over to the Tenant.

ARTICLE XXV

Section 25.1. Rights and Remedies.

The rights and remedies reserved by the Issuer and the Tenant hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Issuer and the Tenant shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Project Lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 25.2. Waiver of Breach.

No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such Default which was in existence at the time such payment or payments or performance were accepted by it.

Section 25.3. The Issuer Shall Not Unreasonably Withhold Consents and Approvals.

Wherever in this Project Lease it is provided that the Issuer shall, may or must give its approval or consent, or execute supplemental agreements, exhibits or schedules, the Issuer shall not unreasonably or arbitrarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements, exhibits or schedules.

ARTICLE XXVI

Section 26.1. The Issuer May Not Release Interest without Tenant Consent.

The Issuer covenants that unless an Event of Default under this Project Lease has occurred and is continuing, and the remaining Term of this Project Lease has been terminated, it will not, without the Tenant's written consent, unless required by law, assign, release or encumber its leasehold interest in the Project at any time during the Term of this Project Lease.

Section 26.2. Quiet Enjoyment and Possession.

The Tenant shall enjoy peaceable and quiet possession of the Project as long as no Event of Default has occurred and is continuing.

Section 26.3. Issuer's Obligations Limited.

Except as otherwise expressly provided in this Project Lease, no recourse upon any obligation or agreement contained in this Project Lease or in any Bond or under any judgment obtained against the Issuer, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise under any circumstances, under or independent of the Bond Agreement, shall be had against the Issuer and its officers, employees and agents.

Notwithstanding anything in this Project Lease to the contrary, it is expressly understood and agreed by the parties hereto that (a) the Issuer may rely conclusively on the truth and accuracy of any certificate, opinion, notice or other instrument furnished to the Issuer by the Tenant, an Owner or the Bank as to the existence of any fact or state of affairs required to be noticed by the Issuer; (b) the Issuer shall not be under any obligation to perform any record-keeping or to provide any legal services, it being understood that such services shall be performed or provided either by the Tenant, the Bank or the Owner; and (c) that none of the provisions of this Project Lease shall require the Issuer to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, unless it shall have first been adequately indemnified to its satisfaction against the costs, expenses and liability which may be incurred by such action.

Notwithstanding anything in this Project Lease to the contrary, any obligation the Issuer may incur under this Project Lease or under any instrument or document executed by the Issuer in connection with this Project Lease that entails the expenditure of any money by the Issuer shall be only a limited obligation of the Issuer payable solely from the revenues derived by the Issuer under this Project Lease and shall not be, under any circumstances, a general obligation of the Issuer.

ARTICLE XXVII

Section 27.1. Investment Tax Credit; Depreciation.

The Tenant shall be entitled to claim the full benefit of (1) any investment credit against federal or state income tax allowable with respect to expenditures of the character contemplated hereby under any federal or state income tax laws now or from time to time hereafter in effect, and (2) any deduction for depreciation with respect to the Project from federal or state income taxes. The Issuer agrees that it will upon the Tenant's

request execute all such elections, returns or other documents which may be reasonably necessary or required to more fully assure the availability of such benefits to the Tenant.

ARTICLE XXVIII

Section 28.1. Amendments.

This Project Lease may be amended, changed or modified in writing in the following manner:

(a) With respect to an amendment, change or modification which reduces the Basic Rent or Additional Rent, or any amendment which reduces the percentage of Owners whose consent is required for any such amendment, change or modification, by an agreement in writing executed by the Issuer and the Tenant and consented to in writing by the Bank and by Owners of at least 90% of the aggregate principal amount of the Bonds then Outstanding;

(b) With respect to any other amendment, change or modification which will materially adversely affect the security or rights of the Owners, by an agreement in writing executed by the Issuer and the Tenant and consented to in writing by the Bank and by Owners of at least 66-2/3% of the aggregate principal amount of the Bonds then Outstanding; and

(c) With respect to all other amendments, changes, or modifications, by an agreement in writing executed by the Issuer and the Tenant.

At least 30 days prior to the execution of any agreement pursuant to (c) above, the Issuer and the Tenant shall furnish the Bank and the Owner with a copy of the amendment, change or modification proposed to be made.

Section 28.2. Granting of Easements.

If no Event of Default under this Project Lease shall have happened and be continuing, the Tenant may, at any time or times, (a) grant easements, licenses and other rights or privileges in the nature of easements with respect to any property included in the Project, free from any rights of the Issuer or the Owner, or (b) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Tenant shall determine, and the Issuer agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the Issuer of: (1) a copy of the instrument of grant or release or of the agreement or other arrangement, (2) a written application signed by the Authorized Tenant Representative requesting such instrument, and (3) a certificate executed by the Tenant stating (A) that such grant or release is not detrimental to the proper conduct of the business of the Tenant, and (B) that such grant or release will not impair the effective use or interfere with the efficient and economical operation of the Project and will not materially adversely affect the security of the Owner. Any consideration received by the Tenant for the grant or release must be paid to the Bank to be deposited in the Debt Service Fund and used to redeem Bonds at the earliest practicable date, at their principal amount, plus accrued interest, without premium. If the instrument of grant shall so provide, any such easement or right and the rights of such other parties thereunder shall be superior to the rights of the Issuer and the Owner and shall not be affected by any termination of this Project Lease or default on the part of the Tenant hereunder. If no Event of Default shall have happened and be continuing, any payments or other consideration received by the Tenant for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Tenant, but, in the event of the termination of this Project Lease because of an Event of Default, all rights then existing of the Tenant with respect to or under such grant shall inure to the benefit of and be exercisable by the Issuer.

Section 28.3. Security Interests.

(a) The Issuer and the Tenant agree to execute and deliver any instruments (including financing statements and statements of continuation thereof) necessary for perfection of and continuance of the security interest of the Issuer in and to the Project. The Tenant hereby authorizes the Issuer to file or cause to be filed all such instruments required to be so filed and the Bank to continue or cause to be continued the filings or liens of such instruments for so long as the Bonds shall be Outstanding.

(b) Under the Collateral Assignment of Lease, the Issuer will, as additional security for the Bonds assign, transfer, pledge and grant a security interest in its rights under this Project Lease to the Bank. The Issuer hereby authorizes the Bank to file financing statements or any other instruments necessary to perfect its security interest. The Bank is hereby given the right to enforce, either jointly with the Issuer or separately, the performance of the obligations of the Tenant, and the Tenant hereby consents to the same and agrees that the Bank may enforce such rights as provided in the Collateral Assignment of Lease and the Tenant will make payments required hereunder directly to the Bank.

Section 28.4. Construction and Enforcement.

This Project Lease shall be construed and enforced in accordance with the laws of the State. Wherever in this Project Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

Section 28.5. Invalidity of Provisions of Project Lease.

If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 28.6. Covenants Binding on Successors and Assigns.

The covenants, agreements and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 28.7. Section Headings.

The section headings hereof are for the convenience of reference only and shall not be treated as a part of this Project Lease or as affecting the true meaning of the provisions hereof. The reference to section numbers herein or in the Bond Agreement shall be deemed to refer to the numbers preceding each section.

Section 28.8. Execution of Counterparts; Electronic Transactions.

This Project Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. 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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Issuer has caused this Project Lease to be signed by an authorized official, such signature to be attested by an authorized officer, and its official seal to be applied, as of the date first above written.

CITY OF JUNCTION CITY, KANSAS

By: _____
Jeff Underhill, Mayor

(SEAL)

ATTEST:

Tammy Melton, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF GEARY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by Jeff Underhill, Mayor of the City of Junction City, Kansas.

Notary Public

Typed Name of Notary Public

(SEAL)

My Appointment Expires:

APPENDIX A

FORM OF REQUISITION FOR PAYMENT OF PROJECT COSTS

CITY OF JUNCTION CITY, KANSAS

Project Fund

(Camso Manufacturing Project)

Payment Order No. _____

Security Bank of Kansas City
Kansas City, Kansas
Attn: Commercial Loan Department

I hereby certify that the amounts stated in the attached Payment Schedules have either been advanced by the Tenant or are justly due to contractors, subcontractors, suppliers, vendors, materialmen, engineers, architects or other persons named in the Payment Schedules who have performed necessary and appropriate work in connection with any installation of machinery, equipment or personal property, or have furnished necessary and appropriate materials in the construction or acquisition of land, buildings and improvements constituting a part of the Project. I further certify that the fair value of such work or materials, machinery and equipment, is not exceeded by the amount requested, and such cost is one which may be capitalized for federal income tax purposes.

I further certify that, except for the amounts set forth in the Payment Schedules, there are no outstanding debts now due and payable for labor, wages, materials, supplies or services in connection with the construction of the buildings and improvements or the purchase and/or installation of machinery, equipment and personal property which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialmen's statutory or other similar lien upon the Real Property, the Project or any part thereof.

I further certify that no part of the amounts set forth in the Payment Schedules have been the basis for any previous withdrawal of any moneys from the Project Fund.

I further certify that each of the representations and covenants on the part of the Tenant contained in the Project Lease dated as of November 1, 2021 by and between the City of Junction City, Kansas, as the Issuer, and the Tenant are now true and correct in all material respects and are now being materially complied with.

I further certify that the amounts set forth in the Payment Schedules constitute Project Costs, as the term is defined in the Project Lease, and that all insurance policies which are required to be in force as a condition precedent to disbursement of funds from the Project Fund pursuant to the provisions of *Section 6.1* of the Project Lease are in full force and effect.

I acknowledge that the Tenant, as Purchaser of the Bonds, will be receiving such Bonds in compensation for the expenditures set forth in the Payment Schedules to acquire, construct and equip the Project and that the Bond will constitute full payment for these costs.

DATED _____, 20__.

Authorized Tenant Representative

EXHIBIT A - Payment Order No. _____

**PAYMENT SCHEDULE
FOR BUILDINGS, IMPROVEMENTS AND
MISCELLANEOUS PROJECT COSTS**

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below, and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete:

PAYMENT SCHEDULE

<u>Payee Name</u>	<u>Purpose or Nature of Payment</u>	<u>Amount</u>
-------------------	-------------------------------------	---------------

Initials

EXHIBIT B - Payment Order No. _____

**PAYMENT SCHEDULE
FOR MACHINERY AND EQUIPMENT**

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below. I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete. I further certify that the items described are free and clear of any liens or security interests. I have attached to this schedule a copy of the purchase order or seller's invoice for each item.

PAYMENT SCHEDULE

<u>Payee Name</u>	<u>Description of Equipment</u>	<u>Amount</u>
	(include name of seller, manufacturer, descriptive name, capacity, serial number of model number, if available)	

Initials

SCHEDULE I

SCHEDULE I TO THE PROJECT LEASE, DATED AS OF NOVEMBER 1, 2021, BY AND BETWEEN CITY OF JUNCTION CITY, KANSAS AND CAMSO MANUFACTURING USA, LTD.

PROPERTY SUBJECT TO PROJECT LEASE

(A) A leasehold interest in the following described real estate located in Geary County, Kansas:

Lot One (1), I-70 Business Park, being a replat of a portion of the North Central Foundry Addition and a portion of the replat of I-70 Industrial Park West Addition to the City of Junction City, Geary County, Kansas, except the dedicated road right-of-way, according to the plat filed in Plat Book F, Pages 85 – 87

said real property constituting the “Real Property” as referred to in the Site Lease, subject to Permitted Encumbrances, including all mortgages, easements, liens and rights-of- way of record.

(B) The buildings, improvements, equipment, fixtures and personal property now or hereafter acquired, constructed, or installed on the Real Property and financed or refinanced with proceeds of the Bonds.

The property described in paragraphs (A) and (B) of this *Schedule I*, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of *Sections 10.3* and *10.4* of the Project Lease, constitute the “Project” as referred to in both the Project Lease and the Bond Agreement.

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

\$2,025,091.83

CITY OF JUNCTION CITY, KANSAS

**TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2021
(CAMSO MANUFACTURING PROJECT)**

Dated November 18, 2021

\$2,025,091.83
CITY OF JUNCTION CITY, KANSAS
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2021
(CAMSO MANUFACTURING PROJECT)

Closing: November 18, 2021

The documents described in the Closing List are to be delivered and taken as a condition precedent to the issuance and delivery of the above-described Bonds by the City of Junction City, Kansas. Such delivery of documents shall be deemed to have taken place simultaneously at the closing, and no delivery of documents, payments of moneys or other actions with respect to this transaction will be considered completed until all such deliveries, payments or other actions have been made or taken.

Closing is scheduled on November 18, 2021, through the office of Gilmore & Bell, P.C., in Wichita, Kansas. The items set forth on the Closing List will be examined, assembled and incorporated in the transcripts evidencing the authorization and issuance of the Bonds. Bond transcripts will be prepared and distributed to the following:

1. City of Junction City, Kansas ("Issuer")
2. Camso Manufacturing USA, LTD. ("Tenant")
3. Security Bank of Kansas City ("Bank")
4. Gilmore & Bell, P.C. ("Bond Counsel")
5. Britain Stites, Esq. ("Issuer's Counsel")
6. Foulston Siefkin, LLP ("Tenant's Counsel")

Of the parties listed above, the Issuer will receive an original, paper copy of the transcript. All parties will receive copies of the transcript of proceedings in electronic PDF format unless a CD-ROM is requested before closing.

* * *

CLOSING LIST

**Document
Number**

BASIC BOND DOCUMENTS:

1. Bond Agreement
2. Site Lease
3. Project Lease

ADDITIONAL ISSUER DOCUMENTS:

4. Abstract of Minutes
 - a. Relating to Public Hearing and Resolution of Intent
 - b. Relating to Ordinance No. [_____]
5. Resolution of Intent
6. Affidavit of Mailing and Publication regarding Notice of Public Hearing
 - a. Publisher's Affidavit of Publication
7. Bond Ordinance
8. Affidavit of Publication of Bond Ordinance
9. Specimen Series 2021 Bond
 - a. Certificate of Bond Printer
10. Certificates of Manual Signature
 - a. Mayor
 - b. City Clerk
11. Issuer's Closing Certificate
 - a. Analysis of Costs and Benefits
12. Information Statement filed with the Kansas Board of Tax Appeals
13. Letter of Complete and Timely Filing with Kansas Board of Tax Appeals
14. Certificate of Issuance filed with the Kansas Board of Tax Appeals
15. Notice of Site Lease and Project Lease
16. Assignment of Site Lease and Project Lease

DOCUMENTS RELATING TO AND DELIVERED BY THE TENANT:

17. Tenant's Closing Certificate with Exhibits
 - a. Certificate of Incorporation
 - b. Bylaws
 - c. Authorizing Resolution
 - d. Expected Use of Bond Proceeds
 - e. Certificate of Good Standing for Tenant from Kansas Secretary of State

MISCELLANEOUS DOCUMENTS:

18. Bank's Receipt and Closing Certificate
19. Purchaser's Receipt and Closing Certificate
20. Closing Memorandum

LEGAL OPINIONS:

21. Bond Counsel Opinion
22. Opinion of Counsel for the Issuer
23. Opinion of Counsel for the Tenant

* * *

ISSUER'S CLOSING CERTIFICATE

\$2,025,091.83
City of Junction City, Kansas
Taxable Industrial Revenue Bonds
Series 2021
(Camso Manufacturing Project)

We, the undersigned, hereby certify that we are the duly elected or appointed, qualified or acting Mayor and City Clerk of the City of Junction City, Kansas (the "Issuer") and, as such officers, we are familiar with the official books and records of the Issuer and, in connection with the issuance by the Issuer of the above-described bonds (the "Bonds"), hereby certify as of November 18, 2021, as follows:

1. ORGANIZATION AND AUTHORITY

1.1 **Due Organization.** The Issuer is a municipal corporation incorporated as a city of the first class, duly organized and existing under the laws of the State of Kansas.

1.2 **Meetings.** The meetings of the City Commission at which action was taken as shown in the Transcript (as hereinafter defined) were either regular meetings or duly adjourned regular meetings or special meetings duly called and, to the best of our knowledge and belief, held in accordance with the law and the rules of the Issuer.

1.3 **Incumbency of Officials.** The following named persons were and are the duly elected or appointed, qualified and acting officials of the Issuer during the proceedings relating to the authorization and issuance of the Bonds:

Name	Title	Term of Office
Jeff Underhill	Mayor	01/2021 to 01/2022
	Commissioner	01/2018 to 01/2022
Nate Butler	Vice Mayor	01/2021 to 01/2022
	Commissioner	01/2020 to 01/2024
Tim Brown	Commissioner	01/2018 to 01/2022
Ronna Larson	Commissioner	01/2020 to 01/2022
Pat Landes	Mayor	01/2018 to 01/2019
	Commissioner	04/2011 to 01/2024
Tammy Melton	City Clerk	06/2018 to DATE
Phyllis Fitzgerald	Vice Mayor	01/2018 to 01/2019
	Commissioner	04/2011 to 01/2020
Nicholas Allbritton	Commissioner	01/2018 to 01/2020

1.4 **Official Newspaper.** *The Daily Union* is the Issuer's official newspaper and was the official newspaper on the date of publication of (1) the Ordinance, (2) the Notices required pursuant to K.S.A. 12-1740 *et seq.* (the "Act"); and (3) a Notice of Public Hearing as required by law relating to the issuance of the Bonds and granting of a property tax exemption.

2. ISSUER DOCUMENTS

2.1 **Transcript of Proceedings.** The transcript of proceedings (the "Transcript") relating to the authorization and issuance of the Bonds to be furnished to Camso Manufacturing USA, LTD., the original

purchaser of the Bonds (the "Purchaser"), and the other parties to the transactions entered into by the Issuer in connection with issuance of the Bonds, is to the best of our knowledge, information and belief full, true and complete; none of such proceedings has been modified, amended or repealed; and such facts as are stated in the transcript still exist.

2.2. **Execution of Bonds and Bond Documents.** We have duly signed and executed, manually or by facsimile, the Bonds in an aggregate principal amount \$2,025,091.83, consisting a fully registered bond certificate in an aggregate principal amount of all Bonds presently outstanding, and the following described documents (collectively, the "Issuer Documents") authorized by Ordinance No. [] (the "Ordinance"):

- (i) a Bond Agreement dated as of November 1, 2021 (the "Bond Agreement"), among the Issuer, the Tenant and Security Bank of Kansas City, Kansas City, Kansas (the "Bank") prescribing the terms and conditions of issuing and securing the Bonds;
- (ii) a Site Lease dated as of November 1, 2021 (the "Site Lease"), leasing the Real Property to the Issuer in consideration of the issuance of the Bonds; and
- (iii) a Project Lease dated as of November 1, 2021 (the "Project Lease"), with the Tenant, under which the Issuer will acquire, improve, renovate and equip the Project and lease it to the Tenant in consideration of Basic Rent and other payments.

On the date when the Bonds and the Issuer Documents were executed by us, we were and, at the date hereof, we are the officials indicated by our signatures on the Bonds and the Issuer Documents, and by our signatures on this certificate, respectively. The signatures of us and each of us, as such officials, respectively, on the Bonds and the Issuer Documents, are our true and genuine signatures, and the seal applied to or imprinted on the Bonds and the Bond Documents at the time of their execution was and is the official seal of the Issuer and was thereto applied to or imprinted by the authority and direction of the governing body of the Issuer, and is the seal applied to this certificate.

We hereby ratify, confirm and adopt the facsimile signatures on the Bonds as a proper execution of said Bonds. Each signature has been duly filed in the office of the Secretary of State of Kansas pursuant to K.S.A. 75-4001 to 75-4007.

2.3. **Enforceability of Documents.** To the best of our knowledge and belief, the Issuer has, by all necessary action, duly authorized the execution, issuance and delivery of the Bonds and the Issuer Documents and all such other agreements and documents as may be required to be executed and delivered by the Issuer in order to carry out, give effect to and consummate the transactions contemplated by the Issuer Documents and the Ordinance. To the best of our knowledge and belief, the Bonds and the Issuer Documents, as executed and delivered, constitute legal, valid and binding obligations of the Issuer in accordance with their respective terms (except insofar as the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws or equitable principles of general application affecting the rights and remedies of creditors and secured parties, and except as rights to indemnity, if any, may be limited by principles of public policy).

2.4. **Representations and Warranties.** To the best of our knowledge and belief, each of the representations and warranties of the Issuer in the Issuer Documents is true and accurate as if made on and as of this date and that all agreements to be complied with and obligations to be performed by the Issuer under the Ordinance and the Issuer Documents preceding the issuance of the Bonds have been complied with and performed.

2.5. **No Event of Default.** To the best of our knowledge and belief, at the date hereof, no Event of Default of the Issuer specified in the Issuer Documents, and no event which, with the giving of notice or lapse of time or both, would become such an Event of Default of the Issuer thereunder, has occurred.

3. **LEGAL MATTERS; PROJECT**

3.1. **Location of Project.** The property to be acquired and constructed out of the proceeds of the Bonds is located within the corporate limits of the Issuer.

3.2. **Non-Litigation.** There is not now pending or, to the knowledge of the undersigned officials of the Issuer, threatened, any litigation seeking to restrain or enjoin the issuance or delivery of the Bonds, or contesting or questioning the validity of the Bonds, or the proceedings or authority under which they are to be issued, or the existence of the Issuer, or the authority of the Issuer to enact the Ordinance or enter into the Issuer Documents, or the Issuer's pledge of the Project, the revenues therefrom and certain funds and accounts held by the Bank under the Bond Agreement.

3.3. **Required Governmental Approvals.** The Issuer has received all approvals of State and other appropriate governmental officials required by the Act.

3.4. **Compliance with Statutes Governing Property Tax Exemptions.** Written notices complying with the provisions of K.S.A. 12-1749c and K.S.A. Supp. 12-1749d (relating to ad valorem property tax exemptions) were given in a timely manner to the Board of County Commissioners of Geary County, Kansas and to each unified school district in which the Project is located. Prior to the granting of the property tax exemption, an analysis of the costs and benefits of such exemption was prepared for the Issuer's governing body which included the effect of the exemption on state revenues, and a public hearing on the granting of the exemption was held by the governing body of the Issuer. A copy of the Analysis of Costs and Benefits is attached to this Certificate as **Exhibit A**. Notice of the public hearing was published once at least seven days prior to the hearing in the official newspaper of the Issuer, and indicated the purpose, time and place of the hearing.

4. **MISCELLANEOUS**

4.1. **Request to Authenticate and Deliver Bonds.** Pursuant to the Bond Agreement, the Bank is hereby authorized to execute the Certificate of Authentication on the Bonds and to deliver the Bonds to the Purchaser upon payment of the purchase price for the Bonds and compliance with the other terms and provisions of the Bond Agreement.

4.2. **Deposit of Bond Proceeds.** The Bank, in accordance with the requirements of the Bond Agreement, is hereby directed to deposit the proceeds of the Bonds into the funds and accounts established under and in accordance with the provisions of the Bond Agreement; subject, however, to the provisions of *Section 4.1* of the Project Lease.

[balance of this page intentionally left blank]

IN WITNESS WHEREOF, we have signed this Certificate and applied the official seal of the Issuer for delivery concurrently with the issuance and delivery of the Bonds on the date stated above.

CITY OF JUNCTION CITY, KANSAS

[SEAL]

Jeff Underhill, Mayor

ATTEST:

Tammy Melton, City Clerk

EXHIBIT A
ANALYSIS OF COSTS AND BENEFITS

When Recorded Return to:
Angie Sizemore
Gilmore & Bell, P.C.
100 N. Main, Suite 800
Wichita, Kansas 67202

NOTICE OF SITE LEASE AND PROJECT LEASE

Notice is hereby given as of November 18, 2021, that Camso Manufacturing USA, LTD., a Delaware corporation (the "Tenant") has leased its leasehold interest in real property located in Geary County, Kansas, described in ***Schedule I*** attached hereto (the "Project") the City of Junction City, Kansas, an incorporated city of the first class, duly organized and existing under the laws of the State of Kansas (the "Issuer"), by Site Lease dated as of November 1, 2021 (the "Site Lease").

Notice is hereby further given as of November 18, 2021, that the Issuer has leased to the Tenant, the Real Property and all improvements located thereon (the "Project") by Project Lease dated as of November 1, 2021 (the "Project Lease").

The Site Lease and Project Lease expire on December 31, 2031, provide for an extension of the term, and for early termination in the event of the happening of certain contingencies. The Project Lease provides an option to purchase the Project for prices and on terms set forth therein, and contains various other covenants, terms and conditions. A copy of the Site Lease and Project Lease are on file in the office of the clerk of the Issuer.

[balance of this page intentionally left blank]

IN WITNESS WHEREOF, this Notice of Site Lease and Project Lease is executed by authority of the Governing Body of the City of Junction City, Kansas as of the day and year first above written.

CITY OF JUNCTION CITY, KANSAS

Jeff Underhill, Mayor

[SEAL]

Tammy Melton, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF GEARY)

This instrument was acknowledged before me on November ____, 2021 by Jeff Underhill as Mayor and by Tammy Melton as City Clerk of the City of Junction City, Kansas, a municipal corporation.

[SEAL]

Notary Public

Typed or Printed Name of Notary Public

My Appointment Expires:

SCHEDULE I

PROPERTY SUBJECT TO PROJECT LEASE

(A) A leasehold interest in the following described real estate located in Geary County, Kansas:

Lot One (1), I-70 Business Park, being a replat of a portion of the North Central Foundry Addition and a portion of the replat of I-70 Industrial Park West Addition to the City of Junction City, Geary County, Kansas, except the dedicated road right-of-way, according to the plat filed in Plat Book F, Pages 85 – 87

said real property constituting the “Real Property” as referred to in the Site Lease, subject to Permitted Encumbrances, including all mortgages, easements, liens and rights-of- way of record.

(B) The buildings, improvements, equipment, fixtures and personal property now or hereafter acquired, constructed, or installed on the Real Property and financed or refinanced with proceeds of the Bonds.

The property described in paragraphs (A) and (B) of this *Schedule I*, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of *Sections 10.3* and *10.4* of the Project Lease, constitute the “Project” as referred to in both the Project Lease and the Bond Agreement.

When Recorded Return to:
Angie Sizemore
Gilmore & Bell, P.C.
100 N. Main, Suite 800
Wichita, Kansas 67202

ASSIGNMENT OF SITE LEASE AND PROJECT LEASE

WHEREAS, the City of Junction City, Kansas, an incorporated city of the first class, duly organized and existing under the laws of the State of Kansas (the "Issuer"), has entered into a Site Lease dated as of November 1, 2021 (the "Site Lease") with Camso Manufacturing USA, LTD., a Delaware corporation, (the "Tenant") of a leasehold interest in the real property described in ***Schedule I*** attached hereto (the "Real Property"); and

WHEREAS, the Issuer has further entered into a lease to the Tenant of the Real Property and all improvements located thereon (the "Project") by Project Lease dated as of November 1, 2021 (the "Project Lease"); and

WHEREAS, the Site Lease and Project Lease are for terms beginning as of November 18, 2021, and expiring December 31, 2031; and

WHEREAS, the Issuer has issued its Taxable Industrial Revenue Bonds, Series 2021 (Camso Manufacturing Project) (the "Bonds"), payable from the revenue to be received by the Issuer under the Project Lease, and the Project and the revenue from it have been pledged by the Issuer to payment of the Bonds; and

WHEREAS, Security Bank of Kansas City, Kansas City, Kansas (the "Bank"), has been designated as fiscal and paying agent pursuant to the terms of a Bond Agreement dated as of November 1, 2021 (the "Bond Agreement") between the Issuer, Camso Manufacturing USA, LTD. (the "Tenant") and the Bank, and under the Bond Agreement the Bank is authorized, empowered and directed to perform the duties of the Issuer as lessor under the Site Lease and the Project Lease, including collection of rentals for disbursement to the owners of the Bonds as provided in the Bond Agreement, and to perform, insofar as it legally can, all acts otherwise required of the Issuer under the Site Lease and the Project Lease;

NOW, THEREFORE, in consideration of the acceptance by the Bank of all of the duties of the Issuer under the Site Lease and the Project Lease, the Issuer, by authority of its governing body, does as of November 18, 2021 assign to the Bank all of its right, title and interest in the Site Lease and the Project

Lease for the purposes of (i) exercising the rights of the Issuer under the Site Lease and the Project Lease to the extent that such rights may be lawfully assigned by the Issuer and excepting only such rights which, in the context in which they appear in the Site Lease and the Project Lease, are capable of being exercised or performed only by the Issuer and (ii) performing and carrying out to the extent directed to do so in the Bond Agreement the duties and obligations of the Issuer thereunder, to such extent, and subject to such exception.

The Issuer further grants to the Bank a security interest in all accounts, contract rights, investment property and general intangibles held by the Bank under the Bond Agreement for the benefit of the owners from time to time of the Bonds, including, without limit, all moneys on deposit from time to time in the Project Fund and Debt Service Fund held by the Bank as depositary for the Issuer under the Bond Agreement.

This instrument and the rights and obligations created hereby are for the benefit of the owners from time to time of the Bonds. This instrument shall be null and void upon full payment of the Bonds and the expiration of the duties of the Bank under the Bond Agreement.

[balance of this page intentionally left blank]

IN WITNESS WHEREOF, the City of Junction City, Kansas, has set its hand by its Mayor and attested by the City Clerk and has caused the corporate seal of the Issuer to be affixed hereto as of the day and year first above written.

CITY OF JUNCTION CITY, KANSAS

Jeff Underhill, Mayor

[SEAL]

Tammy Melton, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF GEARY)

This instrument was acknowledged before me on November ____, 2021 by Jeff Underhill as Mayor and by Tammy Melton as City Clerk of the City of Junction City, Kansas, a municipal corporation.

[SEAL]

Notary Public

Typed or Printed Name of Notary Public

My Appointment Expires:

ACKNOWLEDGMENT AND ACCEPTANCE

I, the undersigned, a duly authorized, qualified and acting officer of Security Bank of Kansas City, hereby acknowledge and accept, on behalf of the assignee, the above and foregoing Assignment of Site Lease and Project Lease by the City of Junction City, Kansas (the "Issuer") of all of its rights and interest in and to the Site Lease and the Project Lease dated as of November 1, 2021, between the Issuer, and Camso Manufacturing USA, LTD., as Tenant.

Security Bank of Kansas City
Kansas City, Kansas,
as fiscal and paying agent

By: _____
Name: Bonnie Mosher
Title: Vice President

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on the ____ day of November ____ 2021, by Bonnie Mosher, Vice President, Security Bank of Kansas City, a banking corporation or association organized under the laws of the United States of America or one of the states thereof.

[SEAL]

Notary Public

My Appointment Expires:

SCHEDULE I

PROPERTY SUBJECT TO PROJECT LEASE

(A) A leasehold interest in the following described real estate located in Geary County, Kansas:

Lot One (1), I-70 Business Park, being a replat of a portion of the North Central Foundry Addition and a portion of the replat of I-70 Industrial Park West Addition to the City of Junction City, Geary County, Kansas, except the dedicated road right-of-way, according to the plat filed in Plat Book F, Pages 85 – 87

said real property constituting the “Real Property” as referred to in the Site Lease, subject to Permitted Encumbrances, including all mortgages, easements, liens and rights-of- way of record.

(B) The buildings, improvements, equipment, fixtures and personal property now or hereafter acquired, constructed, or installed on the Real Property and financed or refinanced with proceeds of the Bonds.

The property described in paragraphs (A) and (B) of this *Schedule I*, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of *Sections 10.3* and *10.4* of the Project Lease, constitute the “Project” as referred to in both the Project Lease and the Bond Agreement.

**BEFORE THE BOARD OF TAX APPEALS
OF THE STATE OF KANSAS**

CERTIFICATE OF ISSUANCE OF INDUSTRIAL REVENUE BONDS

Pursuant to the provisions of K.S.A. 12-1744c, as amended, this is to certify that:

The City of Junction City, Kansas issued its Taxable Industrial Revenue Bonds, Series 2021 (Camso Manufacturing Project) dated November 18, 2021 in the principal amount of \$2,025,091.83, on the 18th day of November, 2021

City of Junction City, Kansas

By: _____
Authorized Officer

BOTA Filing No.: _____

VERIFICATION

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

Sarah O. Steele, of Gilmore & Bell, P.C., Wichita, Kansas, of lawful age, being first duly sworn upon oath, deposes and states:

That the law firm of Gilmore & Bell, P.C., served as Bond Counsel for the above mentioned issue of Taxable Industrial Revenue Bonds; that she has read the foregoing Certificate of Issuance and knows of her own personal knowledge that the statements set forth therein are true and correct.

By: _____
Sarah O. Steele

SUBSCRIBED AND SWORN to before me this ____ day of November, 2021.

[SEAL]

Notary Public

My Appointment Expires:

BANK'S RECEIPT AND CLOSING CERTIFICATE

\$2,025,091.83

**City of Junction City, Kansas
Taxable Industrial Revenue Bonds
Series 2021
(Camso Manufacturing Project)**

The undersigned, a duly authorized officer of Security Bank of Kansas City, Kansas City, Kansas (the "Bank"), as the depository, registrar and paying agent designated in a Bond Agreement dated as of November 1, 2021 (the "Bond Agreement") among the City of Junction City, Kansas (the "Issuer"), Camso Manufacturing USA, LTD. (the "Tenant") and the Bank, which authorizes and secures the Issuer's Taxable Industrial Revenue Bonds, Series 2021 (Camso Manufacturing Project) (the "Bonds"), hereby certifies on behalf of the Bank:

(1) The Bank hereby ratifies and confirms its acceptance of the duties specified for it in the Bond Agreement, the Site Lease and the Project Lease (the "Bond Documents") executed and delivered in connection with the issuance of the Bonds. Each of the Bond Documents to which the Bank is a party have been duly executed and delivered on behalf of the Bank by duly authorized officers of the Bank and constitute valid and binding obligations of the Bank, enforceable in accordance with their terms.

(2) The Bank is a banking association or corporation duly organized under the banking laws of the United States of America or one of the states thereof and has full power and authority to act as depository, paying agent and bond registrar as provided in the Bond Agreement and to discharge the duties imposed upon it by the Bond Documents.

(3) Pursuant to and in accordance with the provisions of the Bond Agreement and the written request and authorization of the Issuer, prior to the delivery of the Bonds, the Certificate of Authentication on the Bonds was signed on behalf of the Bank by a duly authorized officer or signatory of the Bank, who was at the time of the authentication of the Bonds and is at the date hereof a duly elected or appointed, qualified and acting officer or signatory of the Bank, authorized to perform the acts described herein.

(4) The Bank acknowledges receipt on behalf of the Issuer of Payment Orders equal to the purchase price of the Bonds and conformed copies of the Bond Documents and bond certificates representing the entire principal amount of Bonds issued.

(5) The Bank deposited the net proceeds from the sale of the Bonds into the funds and accounts established under the Bond Agreement as provided in the Bond Agreement.

(6) The Bank acknowledges receipt of each of the documents specified in the Bond Agreement which are required to be filed with the Bank prior to or simultaneously with the delivery of the Bonds.

[balance of this page intentionally left blank]

IN WITNESS WHEREOF, the Bank has caused this certificate to be executed by a duly authorized trust officer this _____ day of November, 2021.

SECURITY BANK OF KANSAS CITY
Kansas City, Kansas
as fiscal and paying agent

By: _____
Name: Bonnie Mosher
Title: Vice President

TENANT'S CLOSING CERTIFICATE

\$2,025,091.83

**City of Junction City, Kansas
Taxable Industrial Revenue Bonds
Series 2021
(Camso Manufacturing Project)**

I, the undersigned, hereby certify that I am the duly appointed, qualified and acting Treasurer of Camso Manufacturing USA, LTD., a Delaware corporation (the "Tenant"), and as such I am familiar with the books and records of the Tenant and have all authority necessary to execute this Certificate on behalf of the Tenant.

In connection with the issuance of \$2,025,091.83 principal amount of Taxable Industrial Revenue Bonds, Series 2021 (Camso Manufacturing Project) (the "Bonds"), by the City of Junction City, Kansas (the "Issuer"), I hereby further certify for and on behalf of the Tenant as follows:

1. **CORPORATE ORGANIZATION AND AUTHORITY**

1.1. **Due Organization.** The Tenant is a corporation duly incorporated, organized and in good standing under the laws of the State of Delaware and is in good standing and duly authorized and qualified to do business in the State of Kansas.

1.2. **Certificate of Incorporation and Bylaws.** The copy of the Certificate of Incorporation of the Tenant attached hereto as *Exhibit A* is a true, complete and correct copy of said Certificate of Incorporation, as amended to date, as certified by the Secretary of the State of Kansas and said Certificate of Incorporation have not been further amended and are in full force and effect as of the date hereof. The copy of the Bylaws of the Tenant attached hereto as *Exhibit B* is a true, complete and correct copy of said Bylaws, as amended to date, and said Bylaws have not been further amended and are in full force and effect as of the date hereof.

1.3. **Incumbency of Officer.** The person signing this certificate on the date hereof is a duly appointed, qualified and acting officer of the Tenant, is duly authorized to execute this certificate and the signature at the end of this certificate is his true and genuine signature.

2. **CORPORATE PROCEEDINGS AND LEGAL DOCUMENTS**

2.1. **Corporate Proceedings.** A true and correct copy of the resolution lawfully adopted by the Board of Directors of the Tenant in accordance with the laws of the Tenant's state of incorporation and its governing documents, attached hereto as *Exhibit C* (the "Resolution"), has been furnished to the Issuer to be included in the transcript of proceedings (the "Transcript") relating to the authorization and issuance of the Bonds; such proceedings of the Tenant have not been modified, amended or repealed and are in full force and effect as of the date hereof.

2.2. **Execution of Documents.** The following described documents (the "Tenant Documents") have been executed and delivered for and on behalf of the Tenant by its duly authorized officers pursuant to and in full compliance with the Resolution; the copies of the Tenant Documents to be included in the Transcript are true, complete and correct copies or counterparts as executed and delivered by the Tenant and

600365.20251\CLOSING DOCUMENTS

are in substantially the same form and text as the copies of such documents which were presented before the Board of Directors of the Tenant and approved by the Resolution; the Tenant Documents have not been amended or modified except with the approval of an authorized officer of the Tenant and the other parties thereto, and are in full force and effect as of the date hereof:

- (a) Site Lease dated as of November 1, 2021 (the "Site Lease"), between the Tenant, as lessor and the Issuer, as lessee.
- (b) Project Lease dated as of November 1, 2021 (the "Project Lease"), between the Issuer and the Tenant.
- (c) Bond Agreement dated as of November 1, 2021 (the "Bond Agreement"), among the Issuer, the Tenant and Security Bank of Kansas City, Kansas City, Kansas (the "Bank").

2.3. **Authorization of Documents.** The Tenant has duly authorized, by all necessary action, the execution, delivery and due performance of the Tenant Documents and any and all such other agreements and documents as may be required to be executed, delivered and received by the Tenant in order to carry out, give effect to and consummate the transactions contemplated by the Tenant Documents. The Tenant Documents, as executed and delivered, constitute legal, valid and binding obligations of the Tenant enforceable in accordance with their respective terms (except insofar as the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws or equitable principles of general application affecting the rights and remedies of creditors and secured parties).

2.4. **Representations in the Tenant Documents.** Each of the representations of the Tenant set forth in the Tenant Documents is true, accurate and correct in all material respects as of the date hereof, as if made on the date hereof, and all covenants and conditions to be complied with and obligations to be performed by the Tenant under the Tenant Documents preceding the issuance of the Bonds have been complied with and performed.

2.5. **No Event of Default.** At the date of this Certificate, no Event of Default under the Tenant Documents has occurred and is continuing and no event has occurred and is continuing which with the lapse of time or the giving of notice, would constitute an Event of Default under the Tenant Documents.

2.6. **Designation of Authorized Tenant Representative.** The Tenant hereby designates the following person as the Authorized Tenant Representative for purposes of the Bond Agreement, the Site Lease and the Project Lease:

<u>Name</u>	<u>Title</u>
Kevin L. Pringle	Treasurer

3. DESCRIPTION OF THE PROJECT AND USE OF BOND PROCEEDS

3.1. **Location and Description of Project.** The proceeds of the Bonds are being used to finance the costs of the Project (as defined in the Project Lease). The Project consists of the improving, renovating and equipping of a commercial facility. The Project is located within the corporate limits of the Issuer.

3.2. **Sources and Uses of Funds.** The estimated sources of funds, including the proceeds of the Bonds and other available funds of the Tenant, and the expected application thereof, are as set forth on *Exhibit D* hereto.

4. **INTENTIONALLY OMITTED**

5. **LEGAL MATTERS**

5.1. **No Litigation.** There is no litigation, proceeding or investigation by or before any court, public board or body, pending, or threatened, against or affecting the Tenant, its officers or property, challenging the validity of the Tenant Documents, or seeking to enjoin any of the transactions contemplated by such instruments or the performance by the Tenant of its obligations thereunder, or challenging the acquisition or operation of the Project. Further, no litigation, proceeding, or investigation is pending or, to the knowledge of the officers of the Tenant signing this certificate, threatened, against the Tenant, its officers or property except (i) that arising in the normal course of the Tenant's business operations, and being defended by or on behalf of the Tenant, in which the probable ultimate recovery and estimated defense costs and expenses, in the opinion of the Tenant's management, will be entirely within applicable insurance policy limits (subject to applicable self-insurance, retentions and deductibles), or (ii) that which, if determined adversely to the Tenant, would not, in the opinion of the Tenant's management, materially adversely affect the Tenant's operations or condition, financial or otherwise.

5.2. **Approvals.** All currently necessary approvals, whether legal or administrative, have been obtained from any applicable federal, state or local entity or agency required in connection with the operation of the Project by Tenant, as defined in the Project Lease.

5.3. **Compliance with Existing Covenants.** The Tenant is not in material default under nor violating in any material respect (i) any material provision of its Certificate of Incorporation, Bylaws, or (ii) any indenture, mortgage, lien, agreement, contract, deed, lease, loan agreement, note, order, judgment, decree or other instrument or restriction of any kind or character to which it is a party or by which it is bound, or to which it or any of its assets is subject. Neither the execution and delivery of the Tenant Documents nor compliance with the terms, conditions and provisions thereof will conflict with or constitute a material default under, any of the foregoing.

5.4. **Legal Counsel.** For the purpose of rendering this Certificate, I have been counseled by the Tenant's legal counsel as to the purpose of the foregoing certifications and the meanings of the matters set forth in the foregoing certifications. I understand that the factual information and representations contained in this Certificate will be relied upon by the Issuer in the issuance of the Bonds and that the Purchaser will rely on such information and representations in connection with its purchase of the Bonds.

6. **ENVIRONMENTAL MATTERS.**

6.1. **Permits.** All required federal, state and local permits concerning or related to environmental protection and regulation concerning the Tenant's operations have been secured and are current.

6.2. **Compliance with Applicable Permits, Laws and Regulations.** Tenant is and has been in full compliance with any such environmental permits, and any other requirements under all applicable Environmental Laws (as defined in the Project Lease) in all material respects.

6.3. **No Pending Actions.** There are no pending actions against Tenant under any Environmental Law, and Tenant has not received notice in any form of such an action, or of a possible action.

6.4. **Releases of Hazardous Substances.** Tenant has exercised diligence to determine whether there have been any past or current releases of hazardous substances on, over, under, at, from, into or onto the Project; it has not been able to discover any such releases and has concluded that there are none. The

terms "release" and "hazardous substance" are as understood under CERCLA and other applicable Environmental Laws.

6.5. Present Conditions. Tenant is not aware of any environmental condition, situation or incident on, at or concerning the Project which could give rise to a material action against Tenant or to material liability against Tenant under any Environmental Law or any common law theory of liability.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, I have signed this certificate for delivery concurrently with the issuance of the Bonds.

CAMSO MANUFACTURING USA, LTD.

By: _____
Kevin L. Pringle, Treasurer

EXHIBIT A

CERTIFICATE OF INCORPORATION

EXHIBIT B

BYLAWS

EXHIBIT C

CORPORATE RESOLUTION

EXHIBIT D

SOURCES AND USES OF FUNDS

Sources of Funds:

Principal Amount of the Bonds	\$2,025,091.83
-------------------------------	----------------

Uses of Funds:

Project Improvements	\$2,025,091.83
----------------------	----------------

EXHIBIT E

CERTIFICATE OF GOOD STANDING

[FORM OF OPINION FOR TENANT'S COUNSEL]

(Counsel's Letterhead)

November 18, 2021

City of Junction City, Kansas
Junction City, Kansas

Security Bank of Kansas City
Kansas City, Kansas

Gilmore & Bell, P.C.
Wichita, Kansas

Re: \$2,025,091.83
City of Junction City, Kansas
Taxable Industrial Revenue Bonds, Series 2021
(Camso Manufacturing Project)
(the "Bonds")

Ladies and Gentlemen:

We have acted as counsel for Camso Manufacturing USA, LTD., a Delaware corporation (the "Tenant") in connection with the issuance of the Bonds, and in that connection we have examined the originals or copies certified or otherwise identified to our satisfaction of:

- (a) Certificate of Incorporation of the Tenant and Bylaws of the Tenant, all as amended to date;
- (b) a certificate of recent date of the Secretary of the State of Delaware and Secretary of the State of Kansas relating to the legal existence and good standing of the Tenant in Delaware and qualification as a foreign corporation in Kansas;
- (c) executed copies of the following documents (collectively, the "Tenant Documents"):
 - (i) a Bond Agreement dated as of November 1, 2021 (the "Bond Agreement"), among the City of Junction City, Kansas (the "Issuer"), the Tenant and Security Bank of Kansas City, Kansas City, Kansas (the "Bank");
 - (ii) a Site Lease dated as of November 1, 2021 between the Tenant, as lessor, and the Issuer, as lessee;
 - (iii) a Project Lease dated as of November 1, 2021 (the "Project Lease") between the Issuer, as lessor, and Tenant, as lessee;
- (d) the proceedings of the Board of Directors of the Tenant, authorizing, among other things, the execution and delivery by the Tenant of the Tenant Documents; and

(e) such other documents, instruments, certificates and corporate records as we have considered necessary for purposes of this opinion.

Except as otherwise defined herein, capitalized terms used in this opinion letter shall have the meanings set forth in the Accord, as described below. This opinion letter is governed by, and shall be interpreted in accordance with, the Legal Opinion Accord (the "Accord") of the ABA Section of Business Law (1991). As a consequence, it is subject to a number of qualifications, exceptions, assumptions, definitions, limitations on coverage, and other limitations, all as more particularly described in the Accord, and this opinion letter should be read in conjunction therewith. As to any matters of fact bearing upon such opinion, we have relied upon the representations and warranties set forth in the Documents and in certain certificates of public officials and of the Company.

In rendering such opinion we have relied upon the following assumptions, the accuracy of which we have not independently verified:

(i) Each party to the Tenant Documents (other than the Company) has duly authorized and executed and delivered the Documents to which it is a party, and each of the Documents constitutes legal, valid and binding obligations of, and is enforceable against such party;

(ii) All signatures on the Tenant Documents and the other documents and materials examined by us as described above are genuine, all documents and other materials submitted to us as originals are authentic and all documents and other materials submitted to us as copies of the originals conform to the originals; and

(iii) The Tenant Documents have been physically delivered by Tenant to Issuer.

Based on the foregoing, we are of the opinion that:

1. The Tenant is a corporation validly existing and in good standing under the laws of the State of Delaware and is qualified to do business and is in good standing under the laws of the State of Kansas.

2. The Tenant has full corporate power and authority to execute and deliver the Tenant Documents; the Tenant Documents have been duly authorized, executed and delivered by the Tenant, and each is a valid, legally binding obligation of the Tenant enforceable against the Tenant in accordance with its terms.

3. The execution and delivery of the Tenant Documents, and the performance by the Tenant of its obligations thereunder, do not and will not constitute a material default under or violate any material provisions of, the Tenant's Certificate of Incorporation or Bylaws, or applicable corporation law of the State of Delaware, and to our Actual Knowledge do not and will not materially violate any indenture, mortgage, deed of trust, contract, agreement or other instrument to which Tenant is a party, or any administrative regulation or court decree.

4. Except as disclosed in the Tenant's Closing Certificate, to our Actual Knowledge there is no litigation, proceeding or investigation by or before any court, public board or body, pending, or threatened, challenging the validity of the Tenant Documents, or seeking to enjoin any of the transactions contemplated by such instruments or the performance by the Tenant of its obligations thereunder, or challenging the acquisition or operation of the Project.

The General Qualifications apply to the opinions set forth above. The opinions set forth above are subject to the following additional limitations:

(a) We express no opinion as to any laws other than the laws of the State of Kansas, the Delaware General Corporation Law, and the federal laws of the United States of America;

(b) We express no opinion with respect to federal or state securities law, including the Securities Act of 1933, as amended, and any applicable Blue Sky laws; and

(c) The phrase “Primary Lawyer Group,” as used in the Accord, is hereby modified and for the purposes of applying the Accord to this opinion letter the Primary Lawyer Group means only the lawyers in this firm who have given substantive legal attention to representation of the Company in connection with the Documents.

The opinion set forth above is given as of the date hereof and we disavow any undertaking or obligation to advise you of any changes in law or any facts or circumstances that may hereafter occur or come to our attention that could affect such opinion. This opinion letter is delivered to you solely for your use in connection with the transactions contemplated in the Documents and may not be used by you for any other purpose and may not be or relied upon by any other person without our prior written consent, except that all counsel to any of the parties to this transaction may rely on this letter as if it were addressed specifically to them.

We consent to the inclusion of this opinion in transcripts prepared in connection with the issuance of the Bonds.

Very truly yours,

CORPORATE RESOLUTION

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CAMSO MANUFACTURING USA, LTD., A DELAWARE CORPORATION, that the City of Junction City, Kansas (the "Issuer") shall issue its Taxable Industrial Revenue Bonds, Series 2021 (Camso Manufacturing Project) in the aggregate principal amount of \$2,025,091.83 (the "Bonds") for the purpose of paying the costs of the improving, renovating and equipping of a commercial facility (the "Project"); and further

BE IT RESOLVED that this company shall execute, enter into and perform a certain Bond Agreement (the "Bond Agreement") among the Issuer, this company and Security Bank of Kansas City, Kansas City, Kansas (the "Bank") relating to the issuance, sale and purchase of the Bonds; and further

BE IT RESOLVED, that this company shall execute, enter into and perform a certain Site Lease (the "Site Lease"), between the Issuer, as lessee, and this company, as lessor, whereby upon the terms specified therein, this company shall lease to the Issuer the real property upon which the Project shall be constructed and installed; and further,

BE IT RESOLVED that this company shall execute, enter into and perform a certain Project Lease (the "Project Lease") between Issuer, as lessor, and this company, as lessee, whereby upon the terms specified therein, this company shall lease the Project from the Issuer; and further,

BE IT RESOLVED, that the president or any vice-president of this company be and is hereby authorized and directed to execute and deliver the Bond Agreement, Project Lease and Site Lease ("Transaction Documents") for and on behalf and as the act and deed of this company; and further

BE IT RESOLVED, that the president or any vice-president of this company be and is hereby authorized and directed to execute and deliver such certificates, documents or other instruments of conveyance, notices and other papers as may be reasonably necessary in connection with the Transaction Documents and with the issuance by the Issuer of the Bonds; and further

BE IT RESOLVED, that the officers of this company and all of the employees and agents of the company, be and they are hereby authorized and directed to perform all such other acts and do such other things as may be reasonably required in connection with the Transaction Documents and the issuance of the Bonds, for and on behalf and as the act and deed of this company.

[Remainder of Page Intentionally Left Blank]

CERTIFICATE

I, the undersigned secretary of Camso Manufacturing USA, LTD., hereby certify that the foregoing Resolutions are hereby lawfully adopted by the Board of Directors of Camso Manufacturing USA, LTD. and the same are presently in full force and effect as of the _____ day of _____, 20____.

CAMSO MANUFACTURING USA, LTD.

By: _____
Name: _____
Title: _____

[FORM OF OPINION FOR COUNSEL TO ISSUER]

November 18, 2021

Gilmore & Bell, P.C.
Wichita, Kansas

Camso Manufacturing USA, LTD.
Junction City, Kansas

Governing Body
City of Junction City, Kansas

Re: \$2,025,091.83
City of Junction City, Kansas
Taxable Industrial Revenue Bonds
Series 2021
(Camso Manufacturing Project)
(the "Bonds")

Ladies and Gentlemen:

I am City Attorney for the City of Junction City, Kansas (the "Issuer"), and acting as its counsel I have advised the Issuer in connection with its Ordinance No. [] (the "Ordinance"); a Site Lease dated as of November 1, 2021, between the Issuer and Camso Manufacturing USA, LTD. (the "Tenant"); a Project Lease dated as of November 1, 2021, between the Issuer and the Tenant, a Bond Agreement among the Issuer, the Tenant, and Security Bank of Kansas City, Kansas City, Kansas (the "Bank"); an Assignment of Site Lease and Project Lease from the Issuer to the Bank (collectively, the "Bond Documents") and certain other certificates and proceedings relating to the issuance by the Issuer of the Bonds and the execution and delivery by officials of the Issuer of the Bond Documents.

Acting as such City Attorney, I have become acquainted with the affairs of the Issuer pertaining to the Bonds, and I have examined such documents, certificates and records, and have made such investigations as I have deemed necessary in order to give the opinions expressed herein.

You are advised that, in my opinion:

1. The Issuer is a municipal corporation incorporated as a city of the first class, duly organized and existing under the laws of the State of Kansas.
2. The Issuer, acting through a majority of its governing body, did adopt the Ordinance on November 2, 2021; it has been signed and published as required by law, and is now in full force and effect.

3. The Issuer has full power and authority to issue the Bonds and to execute and deliver the Bond Documents and all other documents reasonably necessary in connection with the transactions contemplated thereby, and the Bonds and the Bond Documents have been executed and delivered by the Issuer in the manner authorized by law and the Ordinance, enforceable in accordance with their terms, except to the extent limited by or subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights, principal of equity or the exercise of judicial discretion.

4. To my actual knowledge, after reasonable investigation, the enactment of the Ordinance, and the execution, delivery and performance of the Bond Documents do not and will not conflict with or constitute on the part of the Issuer a breach or default under (i) any ordinance, agreement, indenture or instrument to which the Issuer is a party, or by which it or any of its property may be bound, or (ii) any regulation, decree or order of any court, agency or governmental body having jurisdiction over the Issuer or any of its property.

5. To my actual knowledge, after reasonable investigation, there is no litigation, proceeding or investigation pending in any court or before any administrative agency or body, or to the knowledge of the officials of the Issuer, threatened, (i) to restrain or enjoin the issuance or delivery of the Bonds, or the execution, delivery or performance by the Issuer of its obligations under the Bond Documents; (ii) in any way contesting or affecting the validity or enforceability of the Ordinance, the Bonds or the Bond Documents; (iii) contesting the powers of the Issuer to issue the Bonds or enter into the Bond Documents; (iv) challenging the acquisition, equipping or operation of the Project (as defined in the Bond Documents); or (v) affecting in any manner the organization of the Issuer or its status as an incorporated city of the State of Kansas.

No authority or proceeding for the issuance of the Bonds or the execution and delivery of the Bond Documents has been repealed, revoked or rescinded.

I have not been engaged nor have I undertaken to review the accuracy completeness or sufficiency of any offering material relating to the Bonds, except as to the information contained therein regarding the Issuer, and I otherwise express no opinion relating thereto.

No opinion is expressed regarding the includability in gross income for Federal income tax purposes, or the exemption from taxation under the laws of the State of Kansas, present or future, of the interest on the Bonds.

Very truly yours,

[FORM OF OPINION OF BOND COUNSEL]

November 18, 2021

Governing Body
City of Junction City, Kansas

CAMSO Manufacturing USA, LTD.
Junction City, Kansas

Security Bank of Kansas City
Kansas City, Kansas

Re: \$2,025,091.83
City of Junction City, Kansas
Taxable Industrial Revenue Bonds
Series 2021
(CAMSO Manufacturing Project)

Ladies and Gentlemen:

We have acted as Bond Counsel to the City of Junction City, Kansas (the "Issuer") in connection with the issuance of the above-captioned bonds (the "Bonds"). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion.

The Bonds have been issued under K.S.A. 12-1740 *et seq.*, as amended (the "Act") and a Bond Agreement (the "Bond Agreement") dated as of November 1, 2021 between the Issuer, Security Bank of Kansas City (the "Bank") and CAMSO Manufacturing USA, LTD. (the "Tenant"). The Bond Agreement prescribes the form and details of the Bonds, provides for their issuance and sale and governs expenditure of the proceeds of the Bonds. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Bond Agreement.

Regarding questions of fact material to our opinion, we have relied on representations of the Issuer and the Tenant contained in the Site Lease and the Project Lease and certified proceedings and other certifications of the Issuer, the Tenant and others furnished to us, without undertaking to verify them by independent investigation.

We have also relied on the legal opinion of Foulston Siefkin, LLP, counsel to the Tenant, dated the date of this opinion, regarding certain matters, including (a) the corporate status and due organization of the Tenant, (b) the corporate power of the Tenant to enter into and perform its obligations under the Site Lease and the Project Lease, and (c) the due authorization, execution and delivery of the Site Lease and the Project Lease by the Tenant and the binding effect and enforceability of those documents against the Tenant.

Based on and subject to the foregoing, we are of the opinion, under existing law, as follows:

1. The Issuer is an incorporated city of the first class duly organized and existing under the laws of the State of Kansas (the “State”), with lawful power and authority to issue the Bonds and to enter into and perform its obligations under the Bond Agreement, the Site Lease and the Project Lease.

2. The Bonds have been duly authorized, executed and delivered by the Issuer and are valid and legally binding special, limited obligations of the Issuer in the principal amount of \$2,025,091.83.

3. The Bonds are payable solely from the pledge of the Project and the net revenues therefrom (the “Pledged Property”) under the Ordinance. The Bonds do not constitute an indebtedness of the State or of any political subdivision of the State within the meaning of any constitutional or statutory provision or limitation and do not constitute a pledge of the full faith and credit of the State or of any political subdivision of the State. The issuance of the Bonds will not, directly, indirectly or contingently, obligate the State or any political subdivision of the State to levy any form of taxation or to make any appropriation for the payment of the Bonds.

4. The Bond Agreement, the Site Lease and the Project Lease have been duly authorized, executed and delivered by the Issuer and are valid and legally binding agreements of the Issuer enforceable against the Issuer. The Ordinance and Assignment create a valid pledge and assignment of the Pledged Property as security for the payment of the Bonds.

5. The interest on the Bonds is *not* excluded from gross income for federal income tax purposes under Section 103(a) of the Code. We express no other opinion as to any other federal tax law consequences pertaining to the Bonds.

6. The interest on the Bonds is exempt from income taxation by the State.

We express no opinion regarding (a) the accuracy, completeness or sufficiency of any offering material related to the Bonds, (b) the perfection or priority of the lien on the Pledged Property, or (c) federal or state tax consequences arising with respect to the Bonds, other than as expressly set forth in this opinion.

The rights of the owners of the Bonds and the enforceability of the Bonds, the Bond Agreement, the Site Lease and the Project Lease may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

SOS:as

BOND PREPARATION CERTIFICATE

This will certify that the undersigned has caused to be prepared and delivered one (1) original Bond certificate in the aggregate principal amount of \$2,025,091.83 for the City of Junction City, Kansas Taxable Industrial Revenue Bonds, Series 2021 (Camso Manufacturing Project); and one (1) Specimen Bond.

GILMORE & BELL, P.C.

By: _____
Angie M. Sizemore

PURCHASER'S CERTIFICATE AND RECEIPT

\$2,025,091.83

**City of Junction City, Kansas
Taxable Industrial Revenue Bonds
Series 2021
(Camso Manufacturing Project)**

Camso Manufacturing USA, LTD., (the "Purchaser"), hereby certifies that the Purchaser received from Security Bank of Kansas City, Kansas City, Kansas, as fiscal and paying agent (the "Bank") on behalf of the City of Junction City, Kansas (the "Issuer") the Issuer's Taxable Industrial Revenue Bonds, Series 2021 (Camso Manufacturing Project), in an aggregate principal amount of \$2,025,091.83, dated as of November 18, 2021. Issued by the Issuer and received by the Purchaser was one Bond certificate in fully registered form, numbered R-1, initially registered as requested by the Purchaser. The Bonds will not be re-offered to the public.

Said Bond certificate has been signed by the facsimile signature of the Mayor of the Issuer, attested by the facsimile signature of the City Clerk with the corporate seal of the Issuer affixed thereon, and has been authenticated by an authorized officer of the Bank.

DATED _____, 2021.

Camso Manufacturing USA, LTD.

By: _____
Name:
Title:

FORM OF OPINION OF BOND COUNSEL -
INDUSTRIAL REVENUE BONDS

November 18, 2021

Governing Body
City of Junction City, Kansas

CAMSO Manufacturing USA, LTD.
Junction City, Kansas

Security Bank of Kansas City
Kansas City, Kansas

Re: \$2,025,091.83
City of Junction City, Kansas
Taxable Industrial Revenue Bonds
Series 2021
(CAMSO Manufacturing Project)

Ladies and Gentlemen:

We have acted as Bond Counsel to the City of Junction City, Kansas (the "Issuer") in connection with the issuance of the above-captioned bonds (the "Bonds"). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion.

The Bonds have been issued under K.S.A. 12-1740 *et seq.*, as amended (the "Act") and a Bond Agreement (the "Bond Agreement") dated as of November 1, 2021 between the Issuer, Security Bank of Kansas City (the "Bank") and CAMSO Manufacturing USA, LTD. (the "Tenant"). The Bond Agreement prescribes the form and details of the Bonds, provides for their issuance and sale and governs expenditure of the proceeds of the Bonds. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Bond Agreement.

Regarding questions of fact material to our opinion, we have relied on representations of the Issuer and the Tenant contained in the Site Lease, the Project Lease and certified proceedings and other certifications of the Issuer, the Tenant and others furnished to us, without undertaking to verify them by independent investigation.

We have also relied on the legal opinion of Foulston Siefkin, LLP, counsel to the Tenant, dated the date of this opinion, regarding certain matters, including (a) the corporate status and due organization of the Tenant, (b) the corporate power of the Tenant to enter into and perform its obligations under the Bond Agreement, Site Lease and Project Lease, and (c) the due authorization, execution and delivery of the Bond Agreement, the Site Lease and the Project Lease by the Tenant and the binding effect and enforceability of those documents against the Tenant.

Based on and subject to the foregoing, we are of the opinion, under existing law, as follows:

1. The Issuer is an incorporated city of the first class duly organized and existing under the laws of the State of Kansas (the “State”), with lawful power and authority to issue the Bonds and to enter into and perform its obligations under the Bond Agreement, the Site Lease and the Project Lease.

2. The Bonds have been duly authorized, executed and delivered by the Issuer and are valid and legally binding special, limited obligations of the Issuer.

3. The Bonds are payable solely from the pledge of the Project and the net revenues therefrom (the “Pledged Property”) under the Ordinance. The Bonds do not constitute an indebtedness of the State or of any political subdivision of the State within the meaning of any constitutional or statutory provision or limitation and do not constitute a pledge of the full faith and credit of the State or of any political subdivision of the State. The issuance of the Bonds will not, directly, indirectly or contingently, obligate the State or any political subdivision of the State to levy any form of taxation or to make any appropriation for the payment of the Bonds.

4. The Bond Agreement, the Site Lease and the Project Lease have been duly authorized, executed and delivered by the Issuer and are valid and legally binding agreements of the Issuer enforceable against the Issuer. The Ordinance and an assignment of the Project Lease by the Issuer to the Bank create a valid pledge and assignment of the Pledged Property as security for the payment of the Bonds.

5. The interest on the Bonds is *not* excluded from gross income for federal income tax purposes under Section 103(a) of the Code. We express no other opinion as to any other federal tax law consequences pertaining to the Bonds.

6. The interest on the Bonds is exempt from income taxation by the State.

We express no opinion regarding (a) the accuracy, completeness or sufficiency of any offering material related to the Bonds, (b) the perfection or priority of the lien on the Pledged Property, or (c) federal or state tax consequences arising with respect to the Bonds, other than as expressly set forth in this opinion.

The rights of the owners of the Bonds and the enforceability of the Bonds, the Bond Agreement, the Site Lease and Project Lease may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

SOS:ams

City of Junction City

City Commission

Agenda Memo

11-02-2021

From: John Lamb, Chief of Police

To: Allen Dinkel, City Manager

Subject: Declaring 11 Harris mobile radios as surplus

Objective: The Police Department seeks approval to declare 11 Harris mobile radios as surplus to be sold or destroyed.

Explanation of Issue: The Police Department seeks approval to declare 11 Harris mobile radios as surplus to be sold or destroyed. These radios were purchased in 2016 with asset forfeiture funding and due to the recent radio upgrade, are obsolete. It is the belief of the Police Department that these radios still have a value and can be sold.

Budget Impact: These radios were purchased using Asset Forfeiture funding and any money gained from their sale would have to be put back into the Asset Forfeiture fund.

Special Considerations: There are no special considerations.

Alternatives: The Commission may approve, deny or postpone this item.

Recommendation: Staff recommends the radios be declared as surplus and sold or destroyed.

Enclosures: None

City of Junction City

City Commission

Agenda Memo

October 25, 2021

From: Interim Chief Jason Lankas
To: Allen Dinkel, City Manager and City Commission
Subject: Billing & Coding Compliance Program annual update

Background: The Junction City Fire Department developed a Billing and Coding Compliance Program. This is a voluntary compliance program to assist us in complying with federal health care program requirements. This is part of a major initiative of the OIG (Office of Inspector General) to engage the healthcare community in preventing the submission of erroneous claims and in combating fraudulent and abusive conduct.

Discussion of Issue: The Billing and Coding Compliance Program stipulates that we are to give an annual update to the City Commission regarding our program. Our update for 2021 is as follows: We are in the process of developing various policies, procedures, forms and a Code of Conduct required in the program. We have completed our internal annual Billing and Coding Compliance Billing Program Evaluation and Risk Analysis for 2021.

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

1. Approve the annual update for the Billing & Coding Compliance Program
2. Disapprove the annual update for the Billing & Coding Compliance Program

Recommendation: I recommend that the City approve the annual update for the Billing & Coding Compliance Program.

Possible Motions:

1. Approve the annual update for the Billing & Coding Compliance Program
2. Disapprove the annual update for the Billing & Coding Compliance Program

Enclosures:

None

City of Junction City

City Commission

Agenda Memo

2 November 2021

From: **Jim Germann, Information Technology Director**
To: **Allen Dinkel, City Manager**
Subject: **Approval to amend the agreement with Tyler Technologies for the New World System software.**

Objective: To request approval to amend the current agreement with Tyler Technologies to allow the Geary County Sheriff's office to utilize the Guardian Interface.

Explanation of Issue: The City of Junction City owns the servers that the Tyler Technologies New World Systems software is housed on. This makes the City the responsible party for New World System software contained on them. The Geary County Sheriff's Department is seeking to add an interface to the New World System servers that will allow data from our New World Software system to be transmitted to their Jail Guardian software system. Tyler Technologies is requesting an amendment to our current agreement to allow them to directly bill the Geary County Sheriff's office for the implementation fees and annual cost of the interface. The interface will have no impact on the current operations of our New World Systems software.

Budget Impact: There is no budget impact, all fee associated with this amendment will be paid by the Geary County Sheriff's Office.

Alternatives:

1. Approve, Disapprove, Modify, Table

Recommendation: Staff recommends a motion to approve this action as presented.

Enclosures: New World Systems Original Contract; Amendment Document



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and Junction City and Geary County, KS, with offices at 210 E. 9th Street, Junction City, KS 66441-2666 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of October 30, 1990 (the "Agreement"); and

WHEREAS, Tyler and Client now desire to amend the Agreement.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The services set forth in Exhibit 1 and Schedule 1 to this Amendment are hereby added to the Agreement. Any additional adjustments to scope not set forth herein must be reflected in another amendment to the Agreement.
2. Requested custom development is invoiced 100% upon initial delivery of the interface.
3. Affiliated Organization as defined below is hereby added to the Agreement. Accordingly, Geary County Sheriff is hereby added as an Affiliated Organization to the Agreement.

"Affiliated Organization" means a government entity separate from you, but which will have access to the Tyler Software detailed in the Agreement, and licensed to you under this Agreement. Your authorized representative may request additional government entities be added as Affiliated Organizations at any time by providing written notice to us. An authorized representative is a person with the authority to bind you contractually. Section I(15) notwithstanding, notice of this request may be by email to your Tyler account representative. Upon our written acceptance of your request, the proposed government entity will become an Affiliated Organization under this Agreement.

4. Affiliated Organizations for the Tyler Software.
 - a. Access by Affiliated Organizations. We will permit you to grant each Affiliated Organization access to the Tyler Software hosted from your servers. You understand and agree that you are solely responsible for making the Tyler Software available to any Affiliated Organizations, and that we do not warrant, and are not responsible for, the performance of your servers or any Affiliated Organization's access thereto.
 - b. Application of this Agreement. Each Affiliated Organization must abide by the terms and conditions of the Agreement, and you are responsible for any breach hereof by an Affiliated

Organization accessing the Tyler Software hosted from your servers.

- c. Termination of Access of an Affiliated Organization. You agree to deny an Affiliated Organization's access to the Tyler Software upon written notice from us that the applicable Affiliated Organization has violated the terms of the Agreement.
5. Fees for the services as set forth in Exhibit 1 attached to this Amendment shall be invoiced to the following:
- Geary County Sheriff
826 N. Franklin St.
Junction City, KS 66441
6. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
7. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Junction City, KS

By: _____

By: _____

Name: Bryan Proctor

Name: _____

Title: President, Public Safety Division

Title: _____

Date: _____

Date: _____

Geary County, KS

By:  _____

Name: DANIEL E. JACKSON JR.

Title: SHERIFF

Date: 10/19/21

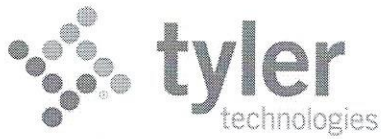


Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Exhibit 1 Schedule 1

Client Requested Standard Software Enhancements and/or Custom Development

1. Definition

We will provide you requested standard software enhancements and/or custom development services as discussed below. You agree to cooperate in limiting the scope of those modifications and enhancements, as described below. Any future work to maintain or update the custom development will require a separate contract.

An analysis and assessment to verify the scope of effort for these services will be conducted. A revised estimate for the enhancements/customizations may be provided at the conclusion of the assessment. You may elect to cancel or proceed with the enhancements/customizations based on the revised estimate.

Capabilities included in the initial scope:

a) Custom Software Development

While we will provide reasonable consultation, you are responsible for obtaining technical contacts and/or technical specifications from the third parties involved.

(1) Custom Interface to Guardian RFID-Export

- **One-way export from New World Corrections Bookings to Guardian RFID**
 - Interface will occur at a regular, pre-defined interval exporting all active inmates
 - Data exported to include
 - Booking Number
 - Inmate Details
 - Name
 - DOB
 - Race
 - Sex
 - Height
 - Eye color
 - Hair color
 - Inmate jacket number (or other unique identifier)
 - Most recent mugshot
 - Housing location
 - A separate file will be generated containing inmate keep separate information

- The interface will support one transfer method and format for bookings and keep separates
 - Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol
 - Schema and API details will be provided by 3rd party
 - Special Status information will not be exported
- Fields exported will be limited to fields that already exist in the New World database. Additional fields will not be added for this interface

2. Methodology to Provide Enhancements and/or Custom Development

a) Our Responsibility

As part of our delivery of these services, we will:

- (1) Review the required features for the items set forth in paragraph 1, above, with you.
- (2) Prepare a Requirements Document (RD) to include:
 - Detailed description of the required feature
 - menu samples
 - screen samples
 - report samples
- (3) Conduct the programming and programming test.
- (4) Provide the associated in-scope training, testing and/or other support services.

For an enhancement or custom development requiring over seven (7) days of services, we will utilize the design document procedure described below. For enhancements or custom development that requires less than seven (7) days of services, we will use a Request For Service (RFS) procedure. Both procedures are reviewed with you at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

b) Design and Development Procedure

<u>Activity</u>	<u>Targeted Time Period</u>
(1) We will work with your staff in completing the RD. You agree to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2) We submit completed RD to you.	To be determined
(3) You will review and sign off on the RD. Once you sign off on the RD, any subsequent changes must be documented along with the impact on pricing and schedule, if any. No	To be determined

programming will be done by us until the formal sign-off and your authorization to proceed in writing.

- | | | |
|-----|--|------------------|
| (4) | We complete programming from RD and provide the associated deliverable to you. | To be determined |
| (5) | You test software modification based on RD. | To be determined |

3. Third Party Responsibilities

- a) The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.
- b) We will not be responsible for making any modification in the 3rd party software to support this interface.
- c) The third-party will work with us and you to test the interface.

NEW WORLD SYSTEMS CORPORATION

SOFTWARE LICENSE AGREEMENT

FOR

IBM AS/400

THE ATTACHED EXHIBITS ARE TO BE USED TO LICENSE
SOFTWARE PACKAGES AND PURCHASE SUPPORT SERVICES
FROM NEW WORLD SYSTEMS.

1. EXHIBIT A - STANDARD SOFTWARE PACKAGES
2. EXHIBIT B - SUPPORT SERVICES AND FEES
AUTHORIZATION
3. EXHIBIT C - STANDARD SOFTWARE MAINTENANCE
AGREEMENT
4. EXHIBIT D - GENERAL TERMS AND CONDITIONS
COVERING SOFTWARE AND SERVICES

APPROVED: JUNCTION CITY, KANSAS

Name: T. MICHAEL FEGAN

Title: MAYOR, CITY OF JUNCTION CITY, KANSAS 66441

Signature: *T. Michael Fegan*

Date: *Oct. 26, 1990*

APPROVED: GEARY COUNTY, KANSAS

Name: *Bobby L Whitten*

Title: *County Commissioner Chairman*

Signature: *Bobby L Whitten*

Date: *Oct 25, 1990*

APPROVED: NEW WORLD SYSTEMS CORPORATION

Name: Larry D. Leinweber

Title: President

Signature: *Larry D. Leinweber*

Date: *10-31-90*

10-24-90

CONFIDENTIAL

EXHIBIT A

STANDARD SOFTWARE PACKAGES

TO: NEW WORLD SYSTEMS CORPORATION (NWS)

FROM: JUNCTION CITY AND GEARY COUNTY, KANSAS (CUSTOMER)

CONCERNING: LICENSING AND INSTALLATION OF APPLICATION SOFTWARE
FOR ORGANIZATIONS USING IBM AS/400 MODEL 20

A. Standard Software Packages

Please consider this your authorization to plan the installation of the application software packages checked below.

<u>APPLICATION</u>	<u>COST</u>	<u>MONTH/YEAR REQUESTED</u>
A. County Sheriff System (multi-jurisdiction)	\$39,000	For each software package the installation will commence within fifteen (15) days of receipt of the equipment required for installation of each software package.
1. Police Records Management Base Package		
- Incident Tracking		
- Case Processing Module		
- Arrest Module		
- Property Module		
- Personnel/Education Module		
- Computer Aided Investigations Module		
- UCR (Federal Requirements) Module		
- Wants and Warrants Module		
- Traffic Tickets and Citations Module		
- Accidents Module		
- Business Registry Module		
2. Police Computer Aided Dispatch Base Package		
- Unit Status Monitors		
- Geo-File Verification		
- House Watches		
- Interface to Records		
3. Jail Information and Management System		
B. Other Police Records Software		For each software package the installation will commence within fifteen (15) days of receipt of the equipment required for installation of each software package.
- Alarms Tracking and Billing Module	4,800	
- Field Investigations Module	3,200	
- Gun Permits Module	3,200	
- Case Management Module	3,200	
- Pawn Shops Module	3,200	
- Officer Activity Reporting and Scheduling Module	4,800	
- Civil Processing Module	4,800	

CONFIDENTIAL

<u>APPLICATION</u>	<u>COST</u>	<u>MONTH/YEAR REQUESTED</u>
C. Municipal Court System (multi-jurisdiction)	12,000	For each software package the installation will commence within fifteen (15) days of receipt of the equipment required for installation of each software package.
TOTAL STANDARD SOFTWARE COST:	\$78,200 =====	

THE ABOVE PACKAGE COSTS ARE VALID THROUGH OCTOBER 31, 1990

NOTE: This Agreement is voided thirty (30) days from the date signed by NWS if Customer does not issue a purchase order with IBM Corporation or a third party vendor for the purchase of the IBM equipment and IBM system software necessary to use the NWS application software on Exhibit A.

If voided, all moneys paid to NWS by Customer will be refunded. By mutual written agreement, the thirty day void provision may be waived if circumstances cause the purchase order for IBM equipment and IBM system software to be issued after thirty days.

CONFIDENTIAL

B. Payments on Standard Software

- DOWNPAYMENT (40% of Exhibit A Cost - Invoiced upon receipt of signed Licensing Agreement)	\$ <u>31,280</u>
- INSTALLATION PAYMENT (50% of Exhibit A Cost - Invoiced upon installation of each software package on your computer, normally within 15 days from equipment availability)	\$ <u>39,100</u>
- FINAL PAYMENT (10% of Exhibit A Cost - Invoiced 90 days after installation of each software package)	\$ <u>7,820</u>
- STANDARD SOFTWARE PAYMENTS DUE	\$ <u>78,200</u>

NOTE: ALL PAYMENTS ARE DUE WITHIN TEN DAYS FROM RECEIPT OF INVOICE.

CONFIDENTIAL

EXHIBIT B

SUPPORT SERVICES AND FEES AUTHORIZATION

1. Hours of Assistance Required

We recommend allocating adequate support hours per application on standard software packages to provide:

- Installation of Standard Software
- User Education and Training

Other Technical assistance may be required including:

- Modifications to Standard Software
- Custom Design and Programming
- File Conversion Assistance
- Consultation of Customer Technical Staff

Based on the standard software licensed on Exhibit A, we suggest that 250 hours of support services be scheduled. Actual usage may be higher or lower based on Customer's use of support. Avoiding or minimizing custom or modified features is beneficial.

2. Service Fees Estimate (see Exhibit E for service fee discount)

The above hours and any additional support services are available at the rate described below. This rate is protected for one year from the date NWS signs this Agreement.

- First 150 hours are free
- Over 150 hours are at \$55/hour

Based on the hours listed above, the support service cost is estimated at \$ 5,500 . *

*Plus travel at actual cost divided proportionately between Customers visited on a trip.

3. Use of Time

The above time will be largely spent on Customer premises and does not include travel time in excess of 4 hours per Customer visitation. If substantial modifications, custom software, or file conversion work is requested, NWS may schedule employees to perform this type of work at NWS facilities. This is to enhance employee productivity and to save travel time and cost. Customer shall be notified in advance should this occur.

4. Payments for Services and Travel Costs

All hours for services and travel costs will be billed weekly for the previous calendar week. Payments are due within fifteen (15) days from receipt of invoice.

CONFIDENTIAL

EXHIBIT C

STANDARD SOFTWARE MAINTENANCE AGREEMENT

1. Service Period

This maintenance agreement between New World Systems (NWS) and JUNCTION CITY AND GEARY COUNTY, KANSAS (Customer) addresses the standard software maintenance and other support services provided by NWS. This agreement will remain in effect for a period of five (5) years beginning 90 days after software installation (start date) to five (5) years after the start date.

2. Services Included

The following services or features are included or available in the standard software maintenance agreement:

- (a) new releases of standard software including enhancements. Previous releases are supported no longer than nine (9) months after a new release is announced by NWS.
- (b) program updates for problems or malfunctions to standard software only (temporary fixes).
- (c) updates to standard software user documentation.
- (d) reasonable telephone support for standard software on Monday through Friday from 8:00 a.m. to 7:00 p.m. (Eastern Time Zone).
- (e) participation in user group meetings.
- (f) additional support services are available as requested by Customer using (then) current hourly rates. Exhibit B has a description of support services. Custom software is supported using Exhibit B services and fees.

CUSTOMERS SHOULD BE AWARE THAT IF THEY HAVE REQUESTED CHANGES TO STANDARD SOFTWARE, THAT THESE CHANGES (NO MATTER WHO MAKES THE CHANGES) MAY MAKE THEIR STANDARD SOFTWARE MORE DIFFICULT TO MAINTAIN. ADDITIONAL HOURLY SUPPORT CHARGES MAY BE INCURRED IF NWS HAS TO PERFORM ADDITIONAL WORK TO MAINTAIN STANDARD SOFTWARE THAT HAS ANY CHANGES OR MODIFICATIONS REQUESTED BY CUSTOMER.

Items (a), (b) and (c) above will be distributed to Customer on magnetic media as appropriate. Customer is to return the magnetic media sent by NWS.

If used, additional support services (see Exhibit B) will be billed at (then) current hourly rates. Travel expenses are billed at actual cost.

CONFIDENTIAL

3. Software Packages Covered For IBM AS/400 Model 20

NWS agrees to provide software maintenance for the following NWS standard software packages in use at Customer's location:

<u>Application/Module</u>	<u>List Cost</u>	<u>Annual Maintenance Cost (5-Year Plan)</u>
1. Police Records Management (17 Modules) (multi-jurisdiction)		
2. Police Computer Aided Dispatch Base Package (4 Modules) (multi-jurisdiction)		
3. Jail Information and Management System		
4. E-911 Interface		
5. Municipal Court System (multi-jurisdiction)		
	TOTAL:	
	\$ 78,200	\$ 11,730

4. Billing

The total annual maintenance cost will be billed annually as follows. This cost includes items 2a, 2b, 2c, 2d, and 2e from the previous page.

<u>For Period Selected</u>	<u>Annual Amount Billed As Follows</u>	<u>Billing Date</u>
5 Year Plan	Junction City \$ <u>4,965</u> Geary County \$ <u>6,765</u>	First day of the month on the third month following software installation and annually thereafter.

If used, support service hours (and travel costs) will be billed weekly for the previous calendar week. All invoices are due fifteen (15) days from receipt of invoice.

5. Additions of Software to Maintenance Agreement

Additional standard software modules licensed from NWS will be added to the maintenance agreement as they are installed. Costs for the additional maintenance will be billed to Customer prorata for the remainder of the maintenance year and on a full year basis thereafter.

CONFIDENTIAL

EXHIBIT D

GENERAL TERMS AND CONDITIONS

1. Personnel

During the entire duration of this Agreement and for twelve (12) months thereafter, each party agrees not to solicit or hire current or former employees of the other without the other's prior written consent.

NWS shall exercise its best efforts to furnish competent employees for fulfillment of these Agreement obligations. NWS shall require employees (when on customer's premises) to comply with all Customer's regulations and policies and shall promptly remove those who do not comply. Given adequate cause, NWS shall dismiss immediately from the project upon receipt of notification, employees who are unsatisfactory for the services to be performed hereunder. Such personnel shall be replaced with individuals satisfactory to Customer as soon as possible.

2. Training and Installation Support Services

At Customer's request, NWS shall (as described on Exhibit B) make available to Customer qualified representative(s) who will provide training and other support services for each application licensed. The training and support services shall include software overviews and detail reviews by software module licensed. The parties shall mutually agree to the time for training and support services.

3. Correction and Software Maintenance on Standard Software Packages

For 90 days after the software installation, NWS provides program corrections and maintenance to standard software at no charge. As part of this Agreement, Customer is also obtaining a NWS Standard Software Maintenance Agreement (SSMA). The SSMA provides a continuation of standard software maintenance and other support services after the ninety (90) day period has passed. The SSMA (see Exhibit C) shall begin on the following date:

- 90 days after the software is installed.

The procedure for requesting standard software correction service will be as follows:

- a) Customer personnel will be required to document in writing (with examples) each feature and/or report they believe to be in error. All documentation will be forwarded to the Customer liaison for review and control.

CONFIDENTIAL

- b) The Customer liaison and a NWS Customer Support Manager will review as may be required the software correction requests. Invalid requests will not be serviced, valid requests will be serviced at no charge. Requests for features and/or reports that were not in the original software will be billed (if approved) to the Customer. A valid request will be:

- when a feature and/or report is not working as designed

An invalid request will be:

- the feature and/or report is working as designed
- a new feature and/or report is requested

This correction procedure does not apply to the following:

- situations where the software (programs) has/have been changed by anyone other than NWS personnel.
- situations where user operations error causes incorrect information or reports to be generated.

4. Confidential Information

Subject to the requirements of the Freedom of Information Act (FOIA) and/or any comparable state laws, each party shall treat as confidential such information as the other may expressly designate as confidential. In furtherance of this duty, each party shall treat the other's confidential information as it treats its own confidential information. Each party shall instruct its employees not to divulge such information to third parties without the consent of the other and shall take such measures as may be reasonably requested by the other to preserve the confidential nature of such designated information. In the event any information is provided under the FOIA, notice and copies of the information divulged must be sent to the other party.

5. Utilization of Software and Software Documentation

a) General Provisions

Both parties recognize that NWS owns all software licensed under this Agreement. Upon availability of equipment, NWS shall deliver to Customer one copy of the user manual and one copy of the binary code of the software (in machine readable form compatible with the system configuration selected - on storage media supplied by Customer). With the payment of licensing fees for source code, Customer shall have the right to use, enhance, or modify all software for Customer's own use as desired.

CONFIDENTIAL

The Customer (both through his own employees and/or through other contractors/service organizations) agrees not to distribute copies of programs or documentation in any form, including magnetic media - to any parties, individuals, or organizations outside of Customer's physical premises where Customer's computer is located.

The effect of this provision is to provide Customer a single use license that is limited to the original (or upgraded model) IBM AS/400 processor (serial number) that is installed at the Customer location.

In the event of emergency processing needs caused by fire, flood, or power failure, etc., Customer's employees shall be allowed to remove programs and/or documentation from Customer's physical premises. Customer shall also be allowed to keep a copy of programs and documentation off site, so long as they are locked in a secure location with access limited to Customer liaison person.

The Customer agrees to provide for the enforcement of the above provisions by the appropriate use of Non-Disclosure Agreements that are to be reviewed with employees and/or contractors/service organization that have access to the programs and/or documentation.

b) Software Upgrade Charges on AS/400 Model Changes

Customer will pay at the time of upgrade the difference between the standard software charges for the present AS/400 model (see Exhibit A) and the standard software charges for the upgraded AS/400 model. Software maintenance charges (see Exhibit C) will be increased on the next annual billing date after the upgrade occurs.

Customer agrees to immediately notify NWS when AS/400 models will be upgraded and to pay promptly when invoiced.

c) Usage of Non-Standard Software and Intellectual Property

The license to use the programs or those portions of any programs which are developed by NWS specifically for the Customer is included in addition to the standard software license. NWS shall have the right to use any data processing ideas, techniques, concepts, and/or know-how acquired by it in the performance of services under this Agreement for the advancement of its own technical expertise and the performance of other service agreements; and that NWS shall have, without restriction, the right to use all program, procedures, information, and techniques that are publicly available,

CONFIDENTIAL

obtained or obtainable from third parties and/or developed independently by NWS without specific reference to Customer's organization. Under no circumstances shall the Customer be allowed to sell, copy, or distribute any programs or documentation developed for Customer by NWS - to any other computer users.

d) Integration with U.S. Copyright Act

In addition to all provisions and restrictions provided under this Agreement, Customer further agrees to be bound by and to comply with any and all provisions of the U.S. Copyright Act. In the event any provision of the U.S. Copyright Act and a provision of this Agreement conflict, the more restrictive of the two applies. In the event it cannot be determined which is the more restrictive, then the provision within the Agreement applies.

In the event of a termination of this Agreement by either party, the Terms and Conditions of this Paragraph shall remain in effect for both parties after the termination.

6. Insurance Requirements

NWS shall not commence work under this Agreement until it has obtained the insurance required under this paragraph.

- a) Workers' Compensation Insurance. NWS shall procure and maintain during the life of this contract, Workers' Compensation Insurance for all of its employees who engage in the work to be performed; and, in case any such work is sublet, if the contractor, shall require the subcontractor to provide similar insurance for all of the latter's employees who engage in the work.
- b) Liability and Property Insurance - Comprehensive Form. NWS shall procure and maintain during the life of this contract, Liability and Property Damage Insurance in an amount not less than \$500,000 on account of each accident; and in an amount not less than \$500,000 for each accident for damage to property.
- c) Automobile Liability Insurance. NWS will procure and maintain during the life of this contract, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than \$300,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$300,000 for each accident; and in an amount not less than \$300,000 on account for each accident for damage to property.

CONFIDENTIAL

7. Liabilities

NWS is an independent contractor. The personnel of one party shall not in any way be considered agents or employees of the other. As provided by law, each party shall be responsible for the acts of its employees.

Each party shall be responsible for Workers' Compensation coverage for its own personnel. Each party shall indemnify and hold the other harmless with respect to any claims or liabilities arising out of its own acts of omissions or those of its officers, employees, and/or agents.

8. Disclaimer, Release and Limitation of Liabilities

NWS specifically warrants that our standard software will perform as represented in user manuals (based on then current release of software).

THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF NWS AND THE RIGHTS AND REMEDIES OF CUSTOMER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES, ALL OTHER WARRANTIES, OBLIGATIONS, REPRESENTATIONS AND LIABILITIES OF NWS NOT SPECIFICALLY WARRANTED HEREIN, TOGETHER WITH ALL RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST NWS, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NON-CONFORMANCE OR IMPERFECTION IN ANY SOFTWARE LICENSED HEREUNDER, INCLUDING BUT NOT LIMITED TO:

- a) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;
- b) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;
- c) ANY OBLIGATIONS, LIABILITIES, RIGHTS, CLAIMS OR REMEDIES
 - (i) FOR LOSS OF USE, REVENUE OR PROFIT; AND/OR
 - (ii) FOR ANY OTHER DIRECT, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, ANY LIABILITY OF CUSTOMER TO THIRD PARTY.

CUSTOMER'S DAMAGES RECOVERABLE HEREUNDER ARE LIMITED TO THE SOFTWARE COST LISTED ON EXHIBIT A. IN THE EVENT THAT, FOR WHATEVER REASON, IT IS DETERMINED A LIMITATION OF REMEDY CONTAINED HEREIN, IF ANY, FAILS OF ITS ESSENTIAL PURPOSE, THEN THE PARTIES AGREE THAT THE EXCLUSION OF INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES IS STILL EFFECTIVE. IT IS AGREED THAT NWS MAKES ABSOLUTELY NO WARRANTY, UNDERTAKING OR REPRESENTATION OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT, AND THAT CUSTOMER IS NOT RELYING ON ANY OTHER REPRESENTATIONS OR STATEMENTS MADE BY OR ON BEHALF OF NWS.

CONFIDENTIAL

9. Customer Responsibility

The Customer will be responsible for direct payment to IBM or other parties for the purchase, lease, or rental of the equipment components of this service.

The Customer must provide the management interface and support necessary to successfully complete the installation of software. This includes policy and procedure reviews, priority setting, and timely involvement in supporting change in an environment where systems are being restructured and the organization is being modified.

Customer shall assign a responsible person to act as liaison between the Customer and NWS for the duration of the software installation. The person shall: (i) be responsible for obtaining responses to all of NWS's requests for information; (ii) have authority to sign for and obligate Customer to any changes relating to design, costs or delivery times; and (iii) have authority to sign acceptance test documents evidencing Customer's acceptance of each software deliverable pursuant to the provisions of the applicable systems test procedures specified in Paragraph 16.

The Customer must provide timely participation in systems definition, detail design, and direction of user data collection where appropriate.

The Customer must approve the overall system design according to the implementation plan.

The Customer must edit and control the master file data - this is required for accurate systems performance.

The Customer must provide qualified personnel to learn the operations of the system(s) and to use the output from the applications to be implemented.

Customer shall have appropriate personnel available for training at the times scheduled, upon reasonable notice.

Customer shall make available at no charge to NWS adequate access to reasonable office and desk space for NWS employees.

This Agreement for the license and installation of application software requires the cooperation of both NWS and the Customer. To the extent the Customer imposes additional requirements on NWS for services other than expressly provided for in this Agreement, NWS retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. To the extent the Customer refuses to cooperate with NWS as provided for in this paragraph or elsewhere in this Agreement, NWS may, at its option, rightfully terminate any further performance on this Agreement, retaining all moneys collected to that date, any unpaid moneys due NWS and hold Customer liable for moneys then due but not yet paid.

CONFIDENTIAL

10. Arbitration

Except for matters which relate to Customer's failure to pay promptly, or matters which are enforceable by injunction and/or other equitable remedies, or are related to the employee, confidentiality and/or non-disclosure paragraphs (paragraphs 1, 2, 5, and 13 of Exhibit D) any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled in arbitration in accordance with the rules then prevailing of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

As a condition precedent to arbitration, the parties agree that before beginning an arbitration proceeding, the management of both parties shall have met at least two times in face-to-face meetings in an effort to resolve any dispute or controversy through normal business management practices. A minimum of one meeting shall take place at each party's offices or other mutually agreeable location.

11. Patents and Trademark Indemnification

NWS agrees to indemnify and save the Customer harmless from and against any and all judgments, suits, costs, and expenses resulting from any alleged infringement or any patent or copyright arising from the sale of software pursuant to this Agreement and covenants that NWS will, defend or assist in the defense of any alleged infringement of any patent or copyrights provided that the Customer notifies NWS in writing of such allegation within (30) days of the date upon which the Customer first receives notice thereof. Failure of the Customer to give such notice shall relieve NWS of all obligations to indemnify the Customer under this paragraph.

12. Billing

The Exhibit(s) or Letter describing Fees explains how Fees will be allocated. Payment shall be due as defined in the Exhibit(s) or letter. NWS shall have the right to add a service charge of 1.5% per month on past due amounts. Customer agrees to pay service charges applied to such amounts.

13. Non-disclosure and Security Agreement on Software

a) No unauthorized copies - in any form - will be made of New World Systems property, including the following:

- Program libraries, whether source or object
- Operating control language
- Test Data or sample files
- Program Listings
- Record Layouts
- All written documentation, such as user manuals and/or systems manuals.

CONFIDENTIAL

The only authorized copies allowed for this Agreement are copies to be used for backup - which may be stored offsite if kept in a locked area that has restricted access. All other copies are unauthorized unless the Customer receives written permission from New World prior to copying.

- b) No use of the programs or documentation (noted above) will be allowed other than processing the records of the end user who originally licensed the software.
- c) A failure by Customer (or third parties with access to the software) to comply with the above restrictions will allow NWS to recover monetary damages of no less than three times the original license cost of the software, plus any other legal remedies available to NWS.
- d) Customer agrees that third parties with access to the software will be required to sign a Non-disclosure Agreement that includes all of the terms in this Paragraph 13. Customer must obtain and provide NWS a signed Non-Disclosure Agreement from any third party before the third party is given access to the software.

In the event of a termination of this agreement by either party, the Terms and Conditions of this Paragraph shall remain in effect for both parties after the termination.

14. Termination

a) Termination - By Customer

In the event NWS does not satisfactorily complete the installation of software in accordance with the terms of this Agreement, Customer may at its option notify NWS of Customer's intention to cancel or terminate this Agreement at any time upon written notice to NWS. Such notice shall provide a detailed documentation and definition (with examples) of any deficiencies claimed. NWS shall have ninety (90) days from receipt of said notice to correct deficiency in order to satisfy the terms of this Agreement. Customer agrees to cooperate with NWS at all times and shall use best efforts to apply sound management practices to the resolution of any claimed deficiencies - including reassignment of personnel by both parties if necessary to improve working relationships.

b) Termination - By NWS

NWS shall be allowed to terminate this Agreement for either of the following reasons:

- (i) Failure of Customer to make prompt payments for software installed and/or installed and accepted.
- (ii) Failure of Customer to fulfill his responsibilities as outlined in Exhibit D, paragraph 9, of this Agreement.

CONFIDENTIAL

Except for Customer's failure to make prompt payments, NWS shall not be allowed to terminate during the first 180 days of this Agreement. After 180 days, NWS may, for the reasons stated above at its option, notify Customer of NWS's intention to cancel or terminate this Agreement at any time upon written notice to Customer. Such notice shall provide a detailed documentation and definition of any deficiencies claimed. Customer shall have ninety (90) days from receipt of said notice to correct deficiencies that are related to Exhibit D, paragraph 9, responsibilities - and Customer shall have ten (10) days from receipt of said notice to correct deficiencies that are related to failure to make prompt payment.

In the event of termination by either party, NWS shall continue to provide its services, as previously scheduled, through the termination date and the Customer shall continue to pay all fees and charges as provided in Exhibits A, B, and C.

15. Notices

Notices to Customer shall be deemed effective when sent by Registered or Certified U.S. Mail to the business address of the Customer. Notices to NWS shall be deemed effective when sent by registered or certified U.S. Mail to the following address:

New World Systems Corporation
3270 West Big Beaver, Suite 300
Troy, Michigan 48084
Attention: President

16. Software Acceptance Tests

Successful systems performance will be determined by either of the following acceptance criteria:

Acceptance Criteria 1:

- The successful entry and editing of at least 100 transactions concurrently entered from multiple terminals using the established procedures and controls.
- The successful processing of at least 50 file maintenance transactions for the master files.
- The successful generation of standard output reports using the established procedures and controls.

Customer's acceptance of NWS software and products shall occur upon successful completion of the systems test procedure as specified above. NWS and Customer shall mutually agree on the test date of each software product deliverable - and Customer shall not

CONFIDENTIAL

unreasonably delay the systems test procedure. Both parties shall jointly conduct the systems test procedure for each software product. In the event that NWS and Customer cannot agree on a test date and if NWS has notified the Customer of the test date of a software product and Customer delays the start of the system test procedure for more than fourteen (14) calendar days, then acceptance shall be deemed to have occurred for that software product deliverable.

Acceptance Criteria 2

Customer's acceptance of the software products shall occur based on Customer using the software products to produce data or output which is distributed for actual use and/or otherwise utilized as "live data" (e.g. payroll checks, water bills, tax bills, general ledger reports, data base searches and/or inquiries, police reports, fire reports, etc.)

17. Performance Bond Requirement

In those situations where Customer requests NWS to provide a Performance Bond, NWS shall provide a Performance Bond for the software on Exhibit A. Customer shall pay for the cost of the Performance Bond. Customer also agrees to pay promptly for the Performance Bond when invoiced by NWS.

18. General

This Agreement is the entire Agreement between the parties superseding all other communications, written or oral, between the parties relating to the subject matter of this Agreement and it may be amended or modified only in writing signed by both parties. This Agreement shall be governed by the laws of the State of Michigan and it shall be binding on the successors and assigns of the parties. The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this Agreement.

CONFIDENTIAL

City of Junction City City Commission - Agenda Memo

Meeting Date: November 2, 2021

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 the Equipment. The amount to finance is \$400,000.

Explanation: At the October 5, 2021 meeting of the City approved proceeding with financing for equipment. This is for equipment needs for both Public Works and Parks. These will be funded in full by this lease purchase.

Bank Bidding	Interest Rate
1. Bank Funding, LLC	1.47%
2. Clayton Holdings, LLC	1.485%
3. Signature Public Funding	1.492%
4. US Bank	1.61%
5. Key Government Finance	1.72%

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 second lowest interest rate bidder, Clayton Holdings, LLC, Semi-Annual Payments, with the first payment due 6 months after closing. We have done business with Clayton Holdings, LLC in the past, and they have a near by location (DBA Commerce Bank.) The variance is only \$168.60 and is a direct bid/agreement without third parties, that we know can comply with Kansas Cash Basis Law.

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 Clayton Holdings, LLC, Semi-Annual Payments with the first payment due 6 months after closing as recommended by staff. Commissioner _____ seconded the motion.

Enclosure: Lease Purchase Agreement
Bid Tabulation



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

10/22/2021

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

Re: Project No. LP2021-01, "RFP – Tax-Exempt Lease/Purchase Financing"
Due October 22, 2021 at 11:00 AM

Dear Ms. Melton:

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 in the industry for 155 years
- \$33.3 Billion in assets
- 42nd largest U.S. Bank based on asset size
- 169 Banking Centers
- 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 \$210 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.



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

10/22/2021

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

Quantity	Description	Estimated Dollars
1	2021 Ford Bucket Truck	\$124,456
2	Wide Area Mowers	\$99,374
1	Skid Cutter	\$5,000
1	HR600 Mower	\$69,345
1	Sprayer	\$43,630
1	Tractor	\$50,000
1	Blower	\$8,195

Total Finance Amount: \$400,000.00

Commencement Date: On or before 11/22/2021

Base Term: 5 years (60 months)

Interest Rate: 1.485% fixed, rate locked until 11/22/2021

Payment Frequency: Semiannual/Arrears
**The first payment is due 6 mos. after closing.*

Payment Amount: \$41,651.62, 10 Semiannual Payments (1st payment 6 months after closing).
**Payment amount based upon a 11/22/2021 closing date with 1st payment due 6 months after closing.*

Interest Rate Adjustment: The above quoted interest rate is based on a spread over the Five (5) year Interest Rate Swap (the "Index"). For Purposes of this proposal, the Five (5) year interest rate swap as of 10/21/2021 is 1.21%.

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 34 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 14 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 21 years experience in the finance/banking industry with 19 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. Rebecca Doehling
City Controller
1101 Poyntz Ave.
Manhattan, KS 66502
Ph (785) 587-2417

City of Junction City, KS
Ms. Lindsay Miller
Finance Director
P.O. Box 287
700 Jefferson Street
Junction City, KS 66441
Ph (785) 238-3103 Ext. 305

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,

A handwritten signature in black ink, appearing to read "Frank D. Hill". The signature is fluid and cursive, with the first name "Frank" being the most prominent.

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

In the event the transaction does not close by 11/22/2021, Lessor reserves the right, but has no obligation, to adjust the Interest Rate after 11/22/2021 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.

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 after 6 months 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 funds other than proceeds of a grant or an actual or anticipated refinancing.**

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, as per Kansas Statutes.

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 Lessor's designated 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 undisbursed funds shall accrue for the benefit of Lessee. There is a **\$250 fee** for the escrow account. **This fee is not applicable if an escrow is not required.**

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,

A handwritten signature in black ink, appearing to read "Frank D. Hill". The signature is fluid and cursive, with the first name "Frank" being more prominent than the last name "Hill".

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

Compound Period: Semiannual

Nominal Annual Rate: 1.485%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	11/22/2021	400,000.00	1		
2 Payment	5/22/2022	41,651.62	10	Semiannual	11/22/2026

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	11/22/2021				400,000.00
2021 Totals		0.00	0.00	0.00	
1	5/22/2022	41,651.62	2,970.00	38,681.62	361,318.38
2	11/22/2022	41,651.62	2,682.79	38,968.83	322,349.55
2022 Totals		83,303.24	5,652.79	77,650.45	
3	5/22/2023	41,651.62	2,393.45	39,258.17	283,091.38
4	11/22/2023	41,651.62	2,101.95	39,549.67	243,541.71
2023 Totals		83,303.24	4,495.40	78,807.84	
5	5/22/2024	41,651.62	1,808.30	39,843.32	203,698.39
6	11/22/2024	41,651.62	1,512.46	40,139.16	163,559.23
2024 Totals		83,303.24	3,320.76	79,982.48	
7	5/22/2025	41,651.62	1,214.43	40,437.19	123,122.04
8	11/22/2025	41,651.62	914.18	40,737.44	82,384.60
2025 Totals		83,303.24	2,128.61	81,174.63	
9	5/22/2026	41,651.62	611.71	41,039.91	41,344.69
10	11/22/2026	41,651.62	306.93	41,344.69	0.00
2026 Totals		83,303.24	918.64	82,384.60	
Grand Totals		416,516.20	16,516.20	400,000.00	

Last interest amount decreased by 0.05 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 _____, 2018 by and between Clayton Holdings, LLC with offices at 8000 Forsyth Boulevard, Suite 510, St. Louis, Missouri 63105 (together with its successors and assigns, herein called the "Lessor"), and _____ with its principal address at _____, _____, _____ (together with its permitted successors and assigns, 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 replacements, repairs, additions and accessories incorporated therein or affixed thereto (herein collectively called the "Equipment").
2. **DELIVERY AND ACCEPTANCE:** Lessee agrees to order the Equipment on behalf of Lessor from the supplier of such Equipment. Lessor 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 is solely responsible for the selection of the Equipment and the vendor from which the Equipment is purchased. 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. To the extent funds are deposited with a bank or trust company in an escrow fund for the acquisition of the Equipment, such funds shall be disbursed as provided in the agreement pursuant to which such fund is established (the "Escrow Agreement"). Lessee will immediately 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. 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 Exhibit B or C, as applicable, to the Escrow Agreement (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. Lessee's obligation to pay rent under this Lease will commence on the date that funds are advanced by Lessor to pay the vendor of the Equipment or are deposited with a bank or trust company in an escrow fund pursuant to the Escrow Agreement, if any (the "Start Date"), and will extend for an initial term through the end of Lessee's fiscal year containing the Start Date. The term of this Lease is subject to renewal 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"). At the end of the initial term and any renewal term, Lessee will be deemed to have exercised its option to renew this Lease for the next annual renewal term, unless Lessee has exercised its right to terminate the Lease pursuant to Section 8 below.
4. **RENT:** Lessee agrees to pay Lessor 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 may designate in writing, from time to time) and will commence on the Start Date. For clarity, Lessee hereby authorizes Lessor to update Schedule C with the Start Date and actual due dates for Rental Payments based upon the frequency of payments stated on Schedule C. 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 sufficiently in advance of the payment due date for the completion thereof by Lessor 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 Rental Payment or any other sums under this 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 amount 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, LESSEE'S OBLIGATION TO MAKE 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, the interest portion of the Rental Payments on Schedule C will be adjusted, and Lessor will provide Lessee a revised Schedule C reflecting such adjustment in the event that it is determined that any of the interest portions of Rental Payments set forth in Schedule C may not be excluded from Lessor's gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). 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 will be in the same after-tax position that it would have been in had such payment been excluded from the gross income of Lessor 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, this Lease; (b) it has complied with all bidding and budgeting requirements where necessary and by due notification has presented this Lease to Lessee's governing body 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 this 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. **REPRESENTATIONS, COVENANTS AND WARRANTIES REGARDING TAX-EXEMPT STATUS:** Lessee warrants and covenants that (i) it is a state, or a political subdivision thereof, within the meaning of Section 103 of the Code, and the related regulations and rulings thereunder; (ii) subject to Section 8 hereof, Lessee intends that its obligation under this Lease will constitute an enforceable obligation issued by or on behalf of a state, or political subdivision thereof, such that the interest portions of Rental Payments as shown in Schedule C, will not be includable in the gross income of Lessor 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; and (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.

Lessee hereby designates the Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the calendar year in which the Start Date occurs is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which the Start Date occurs, without first providing Lessor with an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor, that the designation of the Lease as a "qualified tax-exempt obligation" will not be adversely affected.

Lessee further 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 eighteen months 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.
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. Lessee currently intends to make the Rental Payments for the full Lease Term if funds are legally available therefor, 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 insufficient funds are appropriated and budgeted to pay Rental Payments required by Section 4 hereof and any other amounts payable under this Lease, 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 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 of such occurrence, but failure to give such notice will not prevent such termination. In the event of such termination, Lessee agrees to immediately cease use of the Equipment and peaceably surrender possession of the Equipment to Lessor 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 may exercise all available legal and equitable rights and remedies in retaking possession of the Equipment. If Lessee fails to cease use and deliver possession of the Equipment to Lessor upon termination of this Lease under this section, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to (a) the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which Lessee fails to cease use and deliver possession of the Equipment and (b) any other loss suffered by Lessor as a result of Lessee's failure to deliver 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 and so long as no Event of Default has occurred pursuant to Section 20 below, 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:** During the Lease Term, title to the Equipment is deemed to be in Lessee so long as no Event of Default pursuant to Section 20 below has occurred and/or this Lease has not been terminated pursuant to the provisions of Section 8 above, subject to a first priority security interest in the Equipment which is retained by Lessor. 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 20 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 this Lease, the Equipment and in all additions, attachments, accessions, accessories, replacements and improvements thereto, now or hereafter acquired, together with all rents, issues, income, profits and proceeds thereof, including insurance proceeds; (b) agrees that financing statements evidencing Lessor's 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. As further security therefor, Lessee grants to Lessor a first priority security interest in the cash and negotiable instrument from time to time comprising the escrow fund, if any, established under the Escrow Agreement and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.
11. **PERSONAL PROPERTY:** Lessor and Lessee agree that 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. Notwithstanding the foregoing, for purposes of providing notice to third parties, Lessee agrees that, upon Lessor's request, it will provide the legal description of all real property where any of the Equipment is or will be installed, and Lessee agrees that financing statements evidencing Lessor's security interest may be filed in the real property records. 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 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. **ADVANCES:** In the event Lessee fails to maintain the insurance required by this Lease or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the premiums on the same and make such repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent payable by Lessee. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 1.5% per month or the maximum permitted by law, whichever is less. Unless Lessee provides evidence of the insurance coverage required by this Lease, Lessor may purchase insurance at Lessee's expense to protect Lessor's interests hereunder. This insurance may, but need not, protect Lessee's interests. The coverage that Lessor may purchase may not pay any claim that Lessee may make or any claim that may be made against Lessee in connection with the Equipment. Lessee may later cancel any insurance purchased by Lessor, but only after providing evidence that Lessee has obtained insurance as required by this Lease. If Lessor purchases insurance for the Equipment, Lessee will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges Lessor may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance will be added as additional rent. The costs of the insurance may be more than the cost of insurance Lessee may be able to obtain on its own.
19. **INDEMNIFICATION:** To the extent permitted by law, and solely from legally available funds, Lessee agrees to indemnify Lessor against, and hold Lessor 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.
20. **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 or its affiliates, or under any other agreement or instrument by which it is bound.
21. **REMEDIES:** Upon the occurrence of an Event of Default, Lessor shall have the right, at its sole option, to 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 and such amounts shall thereafter bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less; (b) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly cease use and return the Equipment to Lessor in the manner set forth in Section 8 hereof, or Lessor, at its option and with or without terminating the Lease Term, 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 liable for (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 net 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. If Lessee fails to cease use and deliver possession of the Equipment upon the occurrence of an Event of Default, Lessee shall be responsible for the payment of damages in an amount equal to (a) the portion of Rental Payments that is attributable to the number of days after the termination during which Lessee fails to cease use and deliver possession of the Equipment and (b) any other loss suffered by Lessor as a result of Lessee's failure to cease use and deliver possession 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.

- 22. EARLY PURCHASE OPTION; PREPAYMENT:** 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 on any regularly scheduled Rental Payment date 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.

Upon delivery by Lessee of a final acceptance certificate, any remaining monies in any escrow fund established under the Escrow Agreement shall be paid to Lessor, for credit, first, to the next Rental Payment due, and, second, to the prepayment of the principal portion of future Rental Payments hereunder in the manner directed by Lessor, in its sole discretion, 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 portions of Rental Payments from gross income for federal income tax purposes. If any amount is applied against the outstanding principal components of Rental Payments, Schedule C attached hereto will be revised accordingly.

- 23. DETERMINATION OF FAIR PURCHASE PRICE:** Lessee and Lessor hereby agree and determine that the Rental Payments payable during the Lease Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to Section 22 represents the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Lease or to exercise its option to purchase the Equipment. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Lease, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that this Lease will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Lease. Lessee hereby determines and declares that the Lease Term does not exceed the useful life of the Equipment.
- 24. 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, or its trustee or agent, any defense, claim, counterclaim or setoff Lessee may have against Lessor.

- 25. 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.
- 26. 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.
- 27. AMENDMENTS:** This Lease may be amended or any of its terms modified in any manner by written agreement of Lessee and Lessor. Any waiver of any provision of this Lease or of any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.
- 28. 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.
- 29. 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.
- 30. GOVERNING LAW:** This Lease will be governed by the provisions hereof and by the laws of the State where Lessee is located.
- 31. 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.

32. **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.
33. **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.
34. **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.
35. **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.
36. **ROLE OF LESSOR:** Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Lease. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Lease from its own advisors (including as it relates to structure, timing, terms and similar matters).

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: <u>Clayton Holdings, LLC</u>	Lessee: _____
Authorized Signature: _____	Authorized Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	EIN: _____

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

Location of Equipment	
Street: _____ City: _____ State: _____ Zip Code: _____	
Description of Equipment	Equipment Cost
	\$ _____
<u>Total</u>	\$ _____

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:</i> _____ <i>Authorized Signature:</i> _____ <i>Printed Name:</i> _____ <i>Title:</i> _____ <i>Date:</i> _____

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

See Exhibits B and C to the Escrow Agreement.

**SCHEDULE C
PAYMENT SCHEDULE**

Lessee: _____

Lessor: Clayton Holdings, LLC

Lease Number: _____ - _____

Capital Cost of Equipment (Principal Portion of Rental Payments): \$ _____

Nominal Interest Rate: _____ %

Start Date: _____ (actual funding date -- to be completed by Lessor)

Subject to Section 8 of the Lease, Rental Payments are due on the dates and in the amounts shown below:

Lessee: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

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 _____, 2018
(the "Lease"), between Clayton Holdings, LLC ("Lessor") and _____ ("Lessee").

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined (a) an executed counterpart of 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 Escrow Agreement, dated as of _____, 2018 (the "Escrow Agreement"), among Lessor, Lessee and UMB Bank, N.A., as escrow agent, (c) an executed counterpart of the ordinance, order or resolution of Lessee which, among other things, authorizes Lessee to execute the Lease and (d) 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 the Escrow Agreement and to perform its obligations under the Lease, and the Escrow Agreement and the execution, delivery and compliance with the provisions of the Lease and the Escrow Agreement will not conflict with or result in the breach of any of the provisions of, or constitute a default under any indenture or other agreement or instrument to which Lessee is a party, or by which it or its property is bound.

3. The Lease, the Escrow Agreement 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, the Escrow Agreement 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, the Escrow Agreement 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 _____
_____, 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 portions of Rental Payments are entitled to rely on this opinion.

Very truly yours,

**SCHEDULE E-1 TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. _____ - _____**

WHEREAS, _____ (the "Lessee") is a political subdivision duly organized under the constitution and laws of the State where Lessee is located;

WHEREAS, it is necessary and desirable and in the best interest of the Lessee, as lessee, to enter into a State & Municipal Lease/Purchase Agreement (the "Lease") with Clayton Holdings, LLC, as lessor (the "Lessor"), for the purposes described therein, including the leasing of the Equipment; and

WHEREAS, the Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations, and such funds have not been expended for other purposes

NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF [LESSEE], AS FOLLOWS:

Section 1. The Lease and the Escrow Agreement, in substantially the same form as presented to this meeting, and the terms and performance thereof are hereby approved, and the _____ of the Lessee is hereby authorized to execute and deliver the Lease and the Escrow Agreement, on behalf of the Lessee, with such changes therein as shall be approved by such officer, such approval to be conclusively evidenced by such officer's execution thereof.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease and the Escrow Agreement.

Section 3. Lessee hereby designates the Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code. The aggregate face amount of all tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the current calendar year is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the current calendar year without first providing Lessor with an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor, that the designation of the Lease as a "qualified tax-exempt obligation" will not be adversely affected.

Section 4. Moneys sufficient to pay all Rental Payments required to be paid under the Lease during Lessee's current fiscal year are hereby appropriated to such payment, and such moneys will be applied in payment of all Rental Payments due and payable during the current fiscal year.

Section 5. This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the Lessee.

PASSED AND ADOPTED by the governing body of _____ this ____ day of _____, 20__.

ATTEST: _____ LESSEE: _____

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

**SCHEDULE E-2 TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. _____ - _____**

INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting _____ of _____
_____ ("Lessee") certifies as follows:

A. **Authorized Signers.** The following listed persons are duly elected or appointed and acting officials of Lessee (the "Officials") in the capacity set forth opposite their respective names below, and the signature of each such Official appearing below is the true and genuine signature of that Official. By order of Lessee's governing body, the Officials identified below have been duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Equipment Lease/Purchase Agreement dated as of _____, 2018, by and between Lessee and Clayton Holdings, LLC ("Lessor"), the Escrow Agreement dated as of _____, 2018 among Lessor, Lessee and UMB Bank, N.A., as Escrow Agent (the "Escrow Agreement"), and all documents related thereto and delivered in connection therewith (collectively, the "Agreements").

Name of Official	Title	Signature

B. **Call-Back Verification.** Lessor may, but is not required, to call back any one of the below-named employees or officials of Lessee prior to approving the disbursement of any funds from the Acquisition Fund established under the Escrow Agreement to verify the request for disbursement, including but not limited to amount, payee, address, ABA and account numbers of the payee or Lessee.

Name	Title	Phone Number

Dated: _____

By: _____

Name: _____

Title: _____

(The signer of this Certificate cannot be listed under Paragraph A above as authorized to execute the Agreements.)

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

ESSENTIAL USE/SOURCE OF FUNDS LETTER

_____ day of _____, 2018

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

Re: State and Municipal Lease/Purchase Agreement No. _____ - _____, dated the ____ day of _____, 2018
(the "Lease"), between Clayton Holdings, LLC ("Lessor") and _____ ("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 not less than the maximum Lease Term.

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: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

**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 co-loss payee and additional insured under the 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

Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance.

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

Lessee: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



SCHEDULE H

ACH Payment Authorization Form

Lease No. / Loan No: _____

Lessee / Borrower: _____

I authorize Commerce Bank ("Commerce") to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error on behalf of CBI Equipment Finance, Clayton Holdings or Commerce Bank as lender or lessor in the amount shown, and from the checking or savings account with the depository institution ("Bank") named below, on the payment due date.

Bank Name: _____

Address: _____

ABA Routing No.: _____

Account No.: _____ (X) Checking () Savings

This is a (X) New or () Updated authorization form.

Debit Amount(s): \$ _____

Begin Auto Debit with Invoice Date Due: _____

The final or balloon payment, if different from the _____ payment, will not be auto debited.

I understand that this authorization will remain in full force and effect until I notify COMMERCE BANK at the address or phone number below that I wish to revoke this authorization. I understand that COMMERCE BANK requires at least 5 days prior notice in order to process any such cancellation.

X _____ X _____

Borrower / Lessee Signature

Date

Note that there is NO charge for this service.

Also, your "Bank" need not be Commerce Bank to benefit from this feature. Any bank account can be auto debited. To commence service please return this form with your document package or **send this signed form and a voided check (unless COMMERCE BANK is already currently debiting this same account for another lease schedule) to:**

COMMERCE BANK

P.O. Box 11309

Clayton, MO 63105

or

LeasingACH@Commercebank.com

To discontinue or amend service, please email the request to the address above or call COMMERCE BANK at 314.746.3726.

KANSAS ADDENDUM TO STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Master Lease 5000000-001

This Addendum to the State & Municipal Lease/Purchase Agreement dated _____ (the "Lease"), between **Clayton Holdings, LLC**, as Lessor, and LESSEE NAME, 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__

<i>Lessor: Clayton Holdings, LLC</i>	<i>Lessee: LESSEE NAME</i>
<i>Authorized Signature: _____</i>	<i>Authorized Signature: _____</i>
<i>Printed Name: _____</i>	<i>Printed Name: SIGNATORY</i>
<i>Title: _____</i>	<i>Title: SIGNER TITLE</i>
<i>Date: _____</i>	<i>Date: _____</i>
	<i>EIN #00-0000000</i>

ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of the _____ day of _____, 2018 and entered into among **Clayton Holdings, LLC**, a Missouri Limited Liability Company (together with its successors and assigns, "Lessor"), _____ a municipal corporation and political subdivision existing under the laws of _____ ("Lessee"), and **UMB Bank, N.A.**, a national banking association, 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 the State and Municipal Lease/Purchase Agreement dated as of the ____ day of _____, 2018, (the "Lease"), between Lessor and Lessee.
2. 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.
3. 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.
4. 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 Goldman Sachs Financial Square Treasury Fund #525, which is a Qualified Investment described in Section 5(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.
5. "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 "AAAm-G" by Standard & Poor's Ratings Services or the comparable rating by Fitch IBCA, Inc.

6. 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 in writing by Lessor, together with the Vendor's invoice specifying the acquisition price of the Equipment described in the Payment Request and Acceptance Certificate. In making any disbursement pursuant to this **Section 6**, 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. Without limiting the foregoing, the Escrow Agent shall have no duty to review, and shall not be responsible for the contents of, invoices delivered to it hereunder. 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.

7. 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, (b) 12 months from the date hereof (or such later date as may be agreed to in writing by Lessor and Lessee with notice in writing to Escrow Agent), or (c) the presentation of written notification by the Lessor that the Lease has been terminated pursuant to **Section 8** or **20** of the Lease. Upon termination as described in clause (a) or (b) of this paragraph, any amount remaining in the Acquisition Fund shall be paid to Lessor for application as provided in the Lease. Upon termination as described in clause (c) of this paragraph, any amount remaining in the Acquisition Fund shall immediately be paid to Lessor. The Escrow Agent may rely conclusively upon Lessor's written instructions in disbursing any amounts remaining in the Acquisition Fund upon termination and shall not be responsible in any manner for the exclusion from gross income of interest portions of Rental Payments under the Lease.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 \$_____ 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 Lessee of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement (including attorneys' fees and expenses). Claims for such reimbursement may be made to Lessee 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.

14. If Lessee, Lessor, the Escrow Agent or any other person 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 entitled to refuse to comply with any demand or claim, as long as such disagreement shall continue, and in so refusing to make any delivery or other disposition of any money, papers or property involved or affected hereby, the Escrow Agent shall not be or become liable to the undersigned or to any other person for its refusal to comply with such demands, and the Escrow Agent shall be entitled to refuse and refrain to act until (a) such civil action has been resolved by full and final adjudication in a court assuming and having jurisdiction over such subject matter, or (b) all differences shall have been adjusted by agreement and the Escrow Agent shall have been notified thereof in writing, signed by all the interested parties. 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.

15. 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.

16. This Escrow Agreement shall be governed by and construed in accordance with the laws of the state of _____ *[for clarity, specify the state; usually this will be the state in which the Lessee is located]*.

17. 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.

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

19. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original. The transactions described herein may be conducted and related documents may be sent and stored by electronic means.

20. The parties hereto agree that, for tax reporting purposes, all interest or other income, if any, attributable to the Escrowed Funds or any other amount held in escrow by the Escrow Agent pursuant to this Agreement shall be allocable to the Lessee. The Lessee and Lessor agree to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. persons) and other forms and documents that the Escrow Agent may reasonably request (collectively, "Tax Reporting Documentation") at the time of execution of this Agreement. Additionally, the parties hereto agree that they will provide any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time, and the Bank Secrecy Act of 1970, as amended from time to time (together the "Acts"), which information will be used to verify the identities of the parties to ensure compliance with the terms of such Acts. The parties hereto understand that if such Tax Reporting Documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Escrow Agreement.

[Remainder of page intentionally left blank]

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: Officer

LESSEE

By: _____
Printed Name: _____
Title: _____

UMB Bank, N.A.
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 portions of Rental Payments from gross income for federal income tax purposes.

EXHIBIT B

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: Clayton Holdings, LLC, as Lessor
8000 Forsyth Blvd., Suite 510
St. Louis, Missouri 63105

UMB Bank, N.A., as Escrow Agent
928 Grand Blvd., 12th Floor
Kansas City, MO 64106

Re: _____ Acquisition Fund established by the Escrow Agreement,
dated _____, 2018 (the "Escrow Agreement") among Clayton Holdings, LLC, as lessor
("Lessor"), _____ ("Lessee") and UMB Bank, N.A., 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 _____, 2018 (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. All of the above-listed 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. 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.

5. Lessee is currently maintaining the insurance coverage required by **Section 17** of the Lease

6. The serial number for each item of Equipment which is set forth on Schedule A to the Lease is correct.

APPROVED:

Dated: _____, 20__

Clayton Holdings, LLC
LESSOR

LESSEE

By: _____

By: _____

Title: Officer

Printed Name: _____

Title: _____

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: _____

LESSEE

By: _____

Printed Name: _____

Title: _____

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 2018, 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: _____

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) 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		
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)	

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. _____			

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)	
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income; and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



BankFunding, LLC

a subsidiary of a MBE/SWAM-certified firm

Stanley G. Oldroyd
Managing Director
BankFunding, LLC
14024 Clopper Road
Boys, MD 20841
Phone 301-518-4360
Email sol_droyd@comcast.net

October 22, 2021

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

Re: RFP LP2021-01 – Tax-exempt Lease Purchase Financing

Dear Ms. Miller:

BankFunding, LLC is pleased to propose the following terms to provide tax-exempt lease/purchase financing of the new equipment for the City, in accordance with your Request For Proposals.

BankFunding, LLC is not a registered Municipal Advisor with the SEC or MSRB, and is not acting as a municipal or financial advisor. The information provided in this document is not intended to be and should not be construed as “advice” within the meaning of Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC.

Lessee: **City Commission of the City of Junction City, KS.**
Lessee is a state or political subdivision within the meaning of Section 103(e) of the Internal Revenue Code of 1986, as amended (the “Code”).

Lessor: **BankFunding, LLC**, Boys, MD, on behalf of its Assignee/Designee.

Type of Financing: Schedule under a tax-exempt Lease/Purchase Agreement (the “Agreement”). Said Agreement shall be a net lease arrangement whereby 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.

- Date of Funding:** assumed to be prior to December 22, 2021.
- Equipment Type:** various new equipment, as outlined in the RFP, subject to review and acceptance by the Lessor.
- Amount Financed:** assumed to be **\$400,000.** in the aggregate.
- Lease Term / Rate:** **5 years / 1.47%,** or as adjusted with movements in Treasury rates (see Proposal Expiration below).
- Payments:** **Ten (10) payments of \$41,634.76,** payable semi-annually in arrears, approximately as shown on the attached amortization schedule.
- Pre-Payment:** Lessee will have the option to pre-pay the remaining lease balance on any payment due date after the first anniversary for 101% of the remaining balance.
- 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:** Subject to the terms of acceptance of this proposal, Lessor is willing to fund the final Amount Financed for this transaction into an escrow account as a means of holding the Lease Rate. In the event an escrow account is utilized, the escrow account will be used to pay equipment vendors, contractors, and any escrow expenses. Lessor will review and approve disbursement requests prior to disbursement of funds by the Escrow Agent.
- 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.
- 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. In the event the Lessee maintains self-insurance, or alternative coverage, Lessor must approve the final insurance arrangements.

Lessor: BankFunding, LLC
Lessee: Junction City, KS

			1.47%			
	payment		interest	principal	balance	pre-payment
12/1/2021					\$ 400,000.00	N/A
6/1/2022	\$ 41,634.76		2,940.00	38,694.76	361,305.24	N/A
12/1/2022	41,634.76		2,655.59	38,979.17	322,326.07	325,549.33
6/1/2023	41,634.76		2,369.10	39,265.66	283,060.41	285,891.01
12/1/2023	41,634.76		2,080.49	39,554.27	243,506.14	245,941.21
6/1/2024	41,634.76		1,789.77	39,844.99	203,661.15	205,697.77
12/1/2024	41,634.76		1,496.91	40,137.85	163,523.30	165,158.54
6/1/2025	41,634.76		1,201.90	40,432.86	123,090.44	124,321.34
12/1/2025	41,634.76		904.71	40,730.05	82,360.39	83,184.00
6/1/2026	41,634.76		605.35	41,029.41	41,330.98	41,744.29
12/1/2026	41,634.76		303.78	41,330.98	0.00	0.00
	\$ 416,347.60	\$	16,347.60	\$ 400,000.00		

Documentation: Documentation will be industry-standard and will be furnished by Lessor subject to negotiation between the parties.

Legal Opinion: Lessee's counsel shall furnish Lessor with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to Lessor.

Proposal Expiration: In order to hold the interest rate through the date of funding into escrow, Lessee must notify Lessor that the Lessor is the apparent winner of the bid by November 3, 2021. If notification occurs by this date the Lessor will honor the quoted Lease Rate for a closing on or before December 22, 2021.

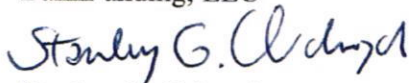
However, if notice is not received by November 3, 2021, or if funding does not take place by December 22, 2021, the Lease Rate and Lease Payment Amounts may be adjusted up or down in accordance with any changes in the 3-year swap rates (0.79% average for the week ended 10/15/2021).

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.

This proposal is subject to final credit approval by the Credit/Investment Committee of the Lessor, and to mutually-acceptable documentation. To render a credit decision, Lessee shall provide Lessor with the information requested above.

Upon receipt of the signed proposal, we will endeavor to provide you with a timely commitment. It is a pleasure to offer this proposal to the City. We look forward to your favorable acknowledgment.

Sincerely,
BankFunding, LLC



Stanley G. Oldroyd
Managing Director

The proposed financing terms as outlined above are hereby agreed to and accepted by:

(Name)

(Title)

(Date)

Government Leasing and Finance, Inc.

October 22, 2021

City of Junction City, KS
Attn: Tammy Melton, City Clerk
Via Email: tammy.melton@jcks.com
RE: RFP – Tax-Exempt Lease/Purchase Financing

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.**

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.

Lessee: *City of Junction City, KS*

Equipment: Various

Expiration: December 20, 2021

Proposed Structure and Payment Options:

Cost	Interest Rate	Payment	Pmts / Yr	Term	Adv / Arr
400,000.00	1.61%	41,792.30	2	5 Years	Arr

Notes: There are no fees associated with this offer, including a U.S. Bank, N.A. escrow account. Prepayment is permitted after 13 months at 103% of remaining principal. However, Prepayment is permitted with no penalty in the event of a casualty loss.

USBGLF has a Master Lease in place with the City and if awarded, this may be a property schedule to the existing master. USBGLF is prepared to finalize a credit approval upon award of the financing.

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
P: 303.330.4160
Email: tasha.barreau@Usbank.com



Payment Table

Assumes lease commencement date of November 19, 2021

Totals	417,922.97	400,000.00	17,922.97	0.00
<u>Date</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Prepayment Balance</u>
19-May-2022	41,792.30	38,572.30	3,220.00	372,270.53
19-Nov-2022	41,792.30	38,882.80	2,909.49	332,221.25
19-May-2023	41,792.30	39,195.81	2,596.49	291,849.56
19-Nov-2023	41,792.30	39,511.34	2,280.96	251,152.88
19-May-2024	41,792.30	39,829.40	1,962.89	210,128.60
19-Nov-2024	41,792.30	40,150.03	1,642.27	168,774.07
19-May-2025	41,792.30	40,473.24	1,319.06	127,086.63
19-Nov-2025	41,792.30	40,799.05	993.25	85,063.62
19-May-2026	41,792.30	41,127.48	664.82	42,702.31
19-Nov-2026	41,792.30	41,458.56	333.74	0.00



City of Junction City, KS

Up to \$400,000.00
Tax-Exempt Lease Financing
Project No. LP2021 - 01

Summary of Terms and Conditions October 22, 2021

This proposal and its terms are submitted on a confidential basis and shall not be disclosed to third parties (other than the Lessee's officers, directors, employees and advisors charged with reviewing and/or implementing the transactions contemplated hereby) without KGF's consent. This proposal is intended as an outline of certain material terms of the Lease and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions which would be contained in definitive documentation for the Lease contemplated hereby. Among other things, the financing contemplated by this term sheet is subject to the execution and delivery of all appropriate documents (in form and substance satisfactory to Lessor) and Lessor's legal counsel review.

Key Government Finance, Inc. ("Lessor") is pleased to provide the following term sheet to the City of Junction City, KS.

Lessor: Key Government Finance, Inc. ("Lessor").

Lessee: City of Junction City, KS ("Lessee").

Lease: Tax-Exempt Lease Purchase ("Lease")

Amount: Up to \$400,000

Equipment:

Quantity	Description	Estimated Dollars
1	2021 Ford Bucket Truck	\$124,456
2	Wide Area Mowers	\$99,374
1	Skid Cutter	\$5,000
1	HR600 Mower	\$69,345
1	Sprayer	\$43,630
1	Tractor	\$50,000
1	Blower	\$8,195

Final Maturity: November 2, 2026

Structure: \$1-buyout.

Security Interest: The Lease will be secured by a Tax-Exempt Lease Purchase Agreement (the "Agreement") between the Lessee and the Lessor and a first priority security interest in the Equipment (as evidenced by properly filed UCC-1 financing statements for personal property and fixtures), title to the Equipment will remain with the Lessee. The City's undertaking to make lease payments will be subject to appropriation.

Repayment: Semi-Annuals due in Arrears or Annual Payments due in Advance. Please see amortization schedule(s).

Interest Rate: At the Borrower's request, the Lender can provide an interest rate lock option ("Interest Rate Lock") in advance of an December 28, 2021 closing date. The Interest Rate Lock will require a two-party e-mail confirmation between Lender and Borrower to confirm the terms of the Interest Rate Lock as provided by Lender. If the Interest Rate Lock confirmation is not received by Lender within the specified time, or the Facility closes after the agreed upon lock period, the final interest rate will be subject to index between the proposal date and the closing date based on the change in the KeyCorp Cost of Funds index.

Based on market conditions as of October 22, 2021, the Interest Rate Lock is shown below for each term. Any revision to the amortization that increases the average life of the financing may result in a re-pricing of the Interest Rate Lock provided.

This Interest Rate Lock needs to be accepted by the Borrower no later than October 29, 2021 and would be valid for closing on or before December 28, 2021.

Term	WAL (months)	Tax-Exempt Rate
5 YR Annual	30	1.82%
5 YR Semi-Annual	33	1.72%

Interest Day Count: 30/360

Escrow Account: Escrow funding is available at the Lessor's request. There will be no charge to the Lessee for the Escrow Account and earnings will be for the benefit of the Lessee. Once a disbursement is requested, funding to occur within 3 business days.

Prepayment: The Lease may be prepaid in whole, but not in part, prior to maturity, subject to a prepayment premium as shown below as calculated on the outstanding principal balance at the time of the termination of the Lease.

Year 1
3.50%
2.50%
2.00%
1.00%
0.00%

Financial Reporting: The Lessor is to receive annual audited financial statements from the Lessee within 270 days of the fiscal year end.

Costs of Issuance: Lessor plans to use internal legal counsel for this Lease. There is no charge for Lessor's internal legal counsel.

Documents: Lessor's documentation will be used for this Lease. Please refer to the sample documentation.

Conditions Precedent to Closing: Lessee's obligation will be subject to such terms and conditions that Lessor may require with respect to this transaction, or as are customarily required with respect to similar credits and as set forth in the lease documents. Without limitation, such terms and conditions shall include:

1. Absence of Default.

-
2. Accuracy of Representations and Warranties.
 3. Negotiation and Execution of satisfactory closing documents.
 4. Absence of material adverse change in financial condition of Lessee during the period from the date hereof to the Closing Date.
 5. Formal credit approval by the Lessor.
 6. If funds have not been formally appropriated for the first year's payments, prior to closing, the lease will require board resolution (or minutes) evidencing formal approval of the acquisition, the contents of which shall indicate an intent to appropriate or formally fund payments related to the acquisition.

Credit Approval:

The Lease has been given a positive pre-screen. Formal credit approval is 1-2 business days assuming timely receipt of additional requested information (if applicable).

Expiration Date:

October 29, 2021.

Proposal Acceptance/Expiration

This proposal is issued in reliance upon the accuracy of all information presented by you to us and is contingent upon the absence of any material adverse change in your condition, financial or otherwise, from the condition as it was represented to us at the time of this proposal. This proposal is subject to our formal approval and the execution of documentation acceptable to each of us. **IT IS NOT A COMMITMENT BY US TO ENGAGE IN THIS TRANSACTION.**

(a) Key Government Finance ("KGF") is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to you with respect to the information and material contained in this communication; (b) KGF is acting for its own interests; and (c) you should discuss any information and material contained in this communication with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

KGF (i) is an entity directly or indirectly controlled by a bank or under common control with a bank, other than a broker, dealer or municipal securities dealer registered under the Securities Exchange Act of 1934, and (ii) the present intent of KGF, is to hold the municipal securities to maturity or earlier redemption or mandatory tender. Any placement agent, broker or financial advisor may rely upon the representations and warranties contained in this paragraph.

Lessor notifies Lessee that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, as amended and supplemented) (the "Patriot Act"), that Lessor is required to obtain, verify and record all information that identifies Lessee, which information includes the name and address of Lessee and other information that will assist Lessor to identify Lessee in accordance with the Patriot Act."

If the outlined foregoing proposal is satisfactory, reflects an arrangement that suits the need of your organization and you would like Key to commence its due diligence process, please sign and return this proposal. The terms described in this proposal will expire on October 29, 2021 if we have not received an authorized signed copy on or before such date.

Thank you for allowing us the opportunity to present this Proposal. If you have any questions, please call me at 720-304-1442.

Sincerely,

Key Government Finance, Inc.

By: *Jason Hennings*
Jason Hennings
Municipal Leasing Representative
jason.m.hennings@key.com

Amortization Schedule

	Starting		Debt			Ending
Date	Balance	Takedowns	Service	Interest	Principal	Balance
11/2/2021	\$ -	\$400,000.00	\$ -	\$ -	\$ -	\$400,000.00
5/2/2022	\$400,000.00	\$ -	\$ 41,910.37	\$ 3,429.49	\$ 38,480.88	\$361,519.12
11/2/2022	\$361,519.12	\$ -	\$ 41,910.37	\$ 3,099.56	\$ 38,810.81	\$322,708.31
5/2/2023	\$322,708.31	\$ -	\$ 41,910.37	\$ 2,766.81	\$ 39,143.56	\$283,564.75
11/2/2023	\$283,564.75	\$ -	\$ 41,910.37	\$ 2,431.21	\$ 39,479.16	\$244,085.59
5/2/2024	\$244,085.59	\$ -	\$ 41,910.37	\$ 2,092.72	\$ 39,817.65	\$204,267.94
11/2/2024	\$204,267.94	\$ -	\$ 41,910.37	\$ 1,751.34	\$ 40,159.03	\$164,108.91
5/2/2025	\$164,108.91	\$ -	\$ 41,910.37	\$ 1,407.02	\$ 40,503.35	\$123,605.56
11/2/2025	\$123,605.56	\$ -	\$ 41,910.37	\$ 1,059.76	\$ 40,850.61	\$ 82,754.95
5/2/2026	\$ 82,754.95	\$ -	\$ 41,910.37	\$ 709.52	\$ 41,200.85	\$ 41,554.10
11/2/2026	\$ 41,554.10	\$ -	\$ 41,910.37	\$ 356.27	\$ 41,554.10	\$ -

	Starting		Debt			Ending
Date	Balance	Takedowns	Service	Interest	Principal	Balance
11/2/2021	\$ -	\$400,000.00	\$82,910.82	\$ -	\$82,910.82	\$317,089.18
11/2/2022	\$317,089.18	\$ -	\$82,910.82	\$5,769.63	\$77,141.19	\$239,947.99
11/2/2023	\$239,947.99	\$ -	\$82,910.82	\$4,366.00	\$78,544.82	\$161,403.16
11/2/2024	\$161,403.16	\$ -	\$82,910.82	\$2,936.83	\$79,973.99	\$ 81,429.17
11/2/2025	\$ 81,429.17	\$ -	\$82,910.82	\$1,481.65	\$81,429.17	\$ -

APPROVED THIS ____ DAY OF _____, 2021

City of Junction City, KS

By: _____

Print Name: _____

Title: _____

PROPOSAL AND TERMS SHEET

Master Lease Financing

By and Between

Signature Public Funding Corp.,

and

City of Junction City, Kansas



**SIGNATURE
PUBLIC FUNDING**

Signature Public Funding Corp.,
a wholly-owned subsidiary of Signature Bank

Signature Public Funding Corp.
Dennis McDermott, Executive Sales Officer
600 Washington Avenue, Suite 305
Towson, Maryland 21204
(470) 597-9280
dmcdermott@signatureny.com

The logo features the word "Signature" in a large, elegant, cursive script. A thin vertical line is positioned to the right of the word.

**SIGNATURE
PUBLIC FUNDING**

October 22, 2021

Tammy Melton
City Clerk
City of Junction City, Kansas

RE: Master Lease Financing

Dear Ms. Melton,

Signature Public Funding Corp. is pleased to present a proposal for financing of various equipment under a Master Lease Financing (Master Lease). The terms and conditions of our proposal are outlined in the attached Proposal & Terms Sheet.

If you have questions about the proposal, please contact me for clarification or follow-up.

Yours truly,

A handwritten signature in dark ink, appearing to read "D. McDermott", with a stylized flourish at the end.

Dennis M. McDermott
Executive Sales Officer

PROPOSAL & TERMS SHEET

City of Junction City, Kansas

LESSEE:	City of Junction City, Kansas, ("Lessee"), which shall be political subdivision or body corporate and politic of the State of South Carolina and qualify as a political subdivision within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code").
LESSOR:	Signature Public Funding Corp., a wholly-owned subsidiary of Signature Bank ("Lessor"), or its Assignee.
USE OF PROCEEDS:	The proceeds will be used to finance the acquisition of various equipment.
TYPE OF FINANCING:	Master Lease, subject to annual appropriation
INTEREST RATE:	1.492% The Interest Rate assumes a closing no later than November 22, 2021. If funding does not take place by <u>November 22, 2021</u>, then the Interest Rate may be adjusted based changes in average life Swap Rate in effect on any of the three (3) days prior to the actual closing date. Once set, the Initial Interest Rate will remain fixed through the maturity date of the Master Lease.
SECURITY:	A security interest in the equipment.
TERM:	Five (5) years
REPAYMENT:	A principal amortization can be found attached hereto. Any changes to the final principal schedule will be determined in a manner that does not materially alter the weighted average life of the principal recovery as reflected in the principal schedules of the Request for Proposal. If any amounts due and owing with respect to the Master Lease (including principal, interest, or other amounts) are not paid within thirty (30) days of the regularly scheduled due date, then such amounts will accrue and be subject to additional interest at the Taxable Interest Rate as defined below. The Taxable Interest Rate shall be calculated on a 30/360 basis, and charged for each day after the due date that such payment remains unpaid.

TAX EXEMPT STATUS:

The Master Lease will be a tax-exempt financing such that the interest component of payments will be excluded from the gross income calculations of the Lessor's federal and state taxes. The Lessee covenants and agrees to comply with all requirements of the Code and other rules, laws, regulations and promulgations necessary to keep the interest portion exempt from such income taxes. In the event that the interest income on the Master Lease is included in the Lessor's federal and state gross income tax calculations for any reason not related to an act or omission on the part of the Lessor, a per annum interest rate not to exceed 3.00% (the "Taxable Interest Rate") will be due on the outstanding principal of the Master Lease, together with any fees, fines or penalties, that results in the Lessor's interest income being deemed taxable by the IRS.

The Lessor has not provided, nor will it provide tax or accounting advice to the Lessee regarding this transaction or the treatment thereof for tax and accounting purposes. The Lessor is not a registered financial advisor, nor registered with IRMA, the MSRB or as broker-dealer in securities. The Lessee has obtained independent tax, financial advisory, securities and accounting advice as it deems necessary. An 8038-G will be provided with respect to the Master Lease issued in connection herewith.

PREPAYMENT:

The Lessee will have the option to prepay the Master Lease in whole on any payment date at 101% of par.

ESCROW FUNDING:

LESSOR has assumed the Lease Proceeds will fund into an escrow at Signature Bank. There will be no fee for the escrow account; however, interest earnings will not be paid to Lessee for any period of time that any Lease Proceeds are held in such account.

REIMBURSEMENT:

If the Lessee intends to be reimbursed for any cost associated with the Equipment, the RFP or the Lease financing, intent for reimbursement from the Lease Proceeds must be evidenced and must qualify under the Treasury Regulation Section 1.150.2.

LEGAL OPINION:

The Lessee's counsel shall furnish Lessor with a validity and tax opinion covering, *inter alia*, the tax-exempt nature of this transaction, the ability of the Lessee to issue the Master Lease, and the approval of the documentation used in connection therewith. This opinion shall be in a form and substance satisfactory to Lessee and its counsel. Upon request by Lessee and

agreement of the Lessor, the tax portion of the opinion may be waived for any schedule issued under the Master Lease.

DOCUMENTATION:

The documentation will be prepared by the Lessor and is subject to review, reasonable negotiation and approval by Lessee, Lessee's Counsel, Lessor and Lessor's counsel. The Lessee will be responsible for a \$0.00 fee to Lessor, which will be applied to Lessor's legal and other transaction costs.

Documentation shall include all standard representations, warranties, and covenants typically associated with a transaction of this nature, including any requirements of the Lessor's final credit approval.

DUE DILIGENCE:

The Lessee shall provide to Lessor three (3) years of current financial statements, budgets, demographics, and proof of appropriation for the current Fiscal Year and such other financial information relating to the ability of Lessor to continue the Lease as may be reasonably requested by SPFC. This proposal shall not be construed as a commitment to lend by Lessor and is subject to final credit approval by the Signature Public Funding Corp. and Signature Bank and approval of the definitive documentation for the transaction in Signature Public Funding Corp.'s sole discretion. To render a final credit decision, the Lessee shall provide Lessor with the information requested above. Any and all capitalized terms not specifically defined herein shall be given their meaning under the Master Lease documents.

PROPOSAL & TERMS SHEET: PROPOSAL ACCEPTANCE
City of Junction City, Kansas

ACCEPTANCE BY Lessee:

The Proposal & Terms Sheet submitted by Signature Public Funding Corp., has been reviewed, agreed to, and accepted by City of Junction City, Kansas on _____, 2021.

AGREED AND ACCEPTED:

City of Junction City, Kansas

By: _____
Name:
Title:

Loan Amortization
----- Single Loan -----

parameter filename Junction City, KS, 10_21
parameter path L:\Municipal Business Line\DMM Runs\
quote 5 years
average life 2.781 years
average rate 1.49200000%

date	starting balance	takedowns	debt service	interest	principal	ending balance
Dec-01-21	0.00	400,000.00	0.00	0.00	0.00	400,000.00
		400,000.00	0.00	0.00	0.00	
Jun-01-22	400,000.00	0.00	41,659.50	2,984.00	38,675.50	361,324.50
Dec-01-22	361,324.50	0.00	41,659.50	2,695.48	38,964.01	322,360.49
		0.00	83,318.99	5,679.48	77,639.51	
Jun-01-23	322,360.49	0.00	41,659.50	2,404.81	39,254.69	283,105.80
Dec-01-23	283,105.80	0.00	41,659.50	2,111.97	39,547.53	243,558.28
		0.00	83,318.99	4,516.78	78,802.21	
Jun-01-24	243,558.28	0.00	41,659.50	1,816.94	39,842.55	203,715.73
Dec-01-24	203,715.73	0.00	41,659.50	1,519.72	40,139.78	163,575.95
		0.00	83,318.99	3,336.66	79,982.33	
Jun-01-25	163,575.95	0.00	41,659.50	1,220.28	40,439.22	123,136.73
Dec-01-25	123,136.73	0.00	41,659.50	918.60	40,740.90	82,395.84
		0.00	83,318.99	2,138.88	81,180.11	
Jun-01-26	82,395.84	0.00	41,659.50	614.67	41,044.82	41,351.02
Dec-01-26	41,351.02	0.00	41,659.50	308.48	41,351.02	0.00
		0.00	83,318.99	923.15	82,395.84	
total		<u>400,000.00</u>	<u>416,594.95</u>	<u>16,594.95</u>	<u>400,000.00</u>	

City of Junction City

City Clerk's Office

October 22, 2021



Administration

Closing Time: 11:00am

RFP – Tax Exempt Lease Purchase Financing

LP2021-01 Bucket Truck & Mowing Equipment

No.	Direct Solicited	Bidder	Local Vendor	Loan Period	Payment Amount	Payment Term	Interest Rate	Fees	Notes
1.		Bank Funding, LLC	Boys, MD	5 Years		Semiannual	1.47%		*Rate locked until 11/3/2021
2.		Signature Public Funding Corp.	Towson, MD	5 Years		Semiannual	1.492%		*Rate locked until 11/22/2021
3.		Clayton Holdings, LLC	St. Louis, MO	5 Years		Semiannual	1.485%		*Rate locked until 11/22/2021
4.		US Bancorp Government Leading and Finance, Inc.	Denver, CO	5 Years		Semiannual	1.61%	none	
5.		Key Government Finance, Inc.	Superior, CO	5 Years		Annual Semiannual	1.82% 1.72%		Rate locked until 10/29/2021
6.									

City of Junction City

City Commission

Agenda Memo

Meeting Date: September 1, 2020

From: Lindsay Miller, Finance Director

To: City Commissioners and Allen Dinkel, City Manager

Subject: Resolution # 2980 Authorizing Lease Purchase Agreement

Objective: Approval of resolution # 2980 which authorizes the City of Junction City to enter into a state and municipal lease/purchase agreement with Clayton Holdings, LLC.

Explanation: The attached resolution declares authorized officials to sign on behalf of the City for the lease/purchase and any addenda, schedules, notes, UCC financing statements or other instruments for the financing of equipment.

Listed authorized officials for this lease/purchase are:

Allen Dinkel, City Manager

Lindsay Miller, Finance Director

Recommendation: City Staff recommends the approval of resolution # 2980.

Motion: I, _____, move to approve resolution # 2980 authorizing designated individuals to sign on behalf of the City for a lease/purchase agreement with Clayton Holdings, LLC not to exceed \$400,000. Seconded by _____.

Enclosure: Resolution # 2980

RESOLUTION NO. R-2980

**RESOLUTION AUTHORIZING THE CITY OF JUNCTION CITY TO ENTER INTO A
STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT WITH CLAYTON
HOLDINGS, LLC**

WHEREAS, the City, as “Lessee” is entering into a State and Municipal Lease/Purchase Agreement (“Lease”) dated October 22, 2021 with Clayton Holdings, LLC; and

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY
OF JUNCTION CITY, KANSAS**, that the Lessee be, and hereby is, authorized to enter into the Lease with Clayton Holdings, LLC for the period of 60 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:

Allen Dinkel, City Manager
Lindsay Miller, Finance Director

This Resolution shall take effect and be in full force from and after its adoption by the Governing Body of the City.

ADOPTED by the Governing Body this November 2, 2021.

Jeff Underhill, Mayor

[SEAL]

ATTEST:

Tammy Melton, City Clerk

City of Junction City

City Commission

Agenda Memo

October 27, 2021

From: Ray Ibarra, Public Works Director
To: Allen Dinkel, City Manager and City Commission
Subject: **Change Order #01 for the 2021 Street Maintenance Project**

Objective: The consideration and approval of Change Order #01 for decreasing the amount of the contract for the 2021 Street Maintenance Project in the amount of \$10,104.40.

Explanation of Issue: On April 7, 2021 the City Commission approved the 2021 Street Maintenance Project to Bayer Construction Co., Inc. in the amount of \$1,379,498.30.

Change Order #01 would reduce the contract amount from \$1,379,498.30 to \$1,369,393.90. The Change Order #1 is for changing Franklin St. from UBAS to HMA and for structurally repairing the subgrade treatment on Madison St. from 17th St. to 16th St.

Budget Impact: No impact on the budget.

Alternatives: The City Commission may approve, modify, table, or deny the request

Recommendation: City Staff recommends approving Change Order #01 to Bayer Construction Co., Inc. decreasing the contract amount by \$10,104.40.

Suggested Motion: Commissioner _____ moves to approve Change Order #01 for decreasing the 2021 Street Maintenance Project in the amount \$10,104.40 to Bayer Construction Co., Inc.

Commissioner _____ seconded the motion.

Enclosures: Change Order #01 Agreement and Request for Payment

00430
CHANGE ORDER

Order No. One (1)

Date: October 21, 2021

Agreement Date: April 20, 2021

Name of Project: 2021 Street Maintenance, Junction City, Kansas

Owner: City of Junction City, Kansas

Contractor: Bayer Construction Co., Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Prior to award of the contract, the City agreed to changing Franklin Street from UBAS to HMA (Bid Item No. 13).

Once milled, Madison Street was not structurally sound and required subgrade treatment prior to resurfacing.

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$ 1,379,498.30

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$ -----

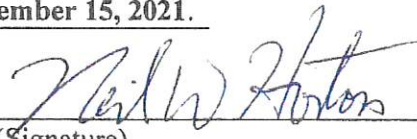
The CONTRACT PRICE due to this CHANGE ORDER will be decreased by: \$ 10,104.40

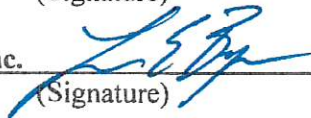
The new Contract Price including this CHANGE ORDER will be \$ 1,369,393.90

Change to CONTRACT TIME:

The CONTRACT TIME will be increased by N/A calendar days.

The date for completion of all work will remain November 15, 2021.

Requested by: Bayer Construction Co., Inc.  10/21/2021
(Signature) (Date)

Recommended by: Kaw Valley Engineering, Inc.  10/22/21
(Signature) (Date)

Accepted by: City of Junction City
(Signature) (Date)

END OF SECTION 00430

CITY OF JUNCTION CITY, KANSAS
Request for Payment

Date: September 13, 2021

Page: 1

Request No.: Two (2)

From: 09/10/21

To: 10/21/21 Project No.: A20D0194

Location: Junction City, Kansas

Contractor: Bayer Construction Co., Inc.

Improvement: 2021 Street Maintenance

No.	Item	Bid Schedule Quantity	Unit	Unit Price	Contract Price	Units Completed	Value of Work Completed
1.	Mobilization	1	L.S.	\$4,000.00	\$4,000.00	1	\$4,000.00
2.	Traffic Control	1	L.S.	\$42,000.00	\$42,000.00	0.60	\$25,200.00
3.	Concrete Curb & Gutter Combined	700	L.F.	\$50.00	\$35,000.00	961	\$48,050.00
4.	Crack Sealing (Using 12" Craftco PavePrep TSA) <i>All left over material will be given to the City of Junction City</i>	20,000	S.F.	\$2.90	\$58,000.00	12,160	\$35,264.00
5.	Sidewalk (Concrete)(4")	208	S.Y.	\$68.50	\$14,248.00	86	\$5,891.00
6.	Sidewalk ADA Ramp	100	S.Y.	\$145.50	\$14,550.00	109	\$15,859.50
7.	HMA Commercial Grade (Class A)(Patching)	250	Ton	\$165.00	\$41,250.00	28	\$4,620.00
8.	Concrete Pavement Match (8")(NRDJ)(Full Depth)	100	S.Y.	\$118.00	\$11,800.00		\$0.00
2" Mill & Overlay							
9.	HMA Commercial Grade Surface (Class A)	2,518	Ton	\$71.30	\$179,533.40	1,327	\$94,615.10
10.	Milling	21,045	S.Y.	\$1.80	\$37,881.00	5,795	\$10,431.00
11.	Manhole Adjustment	16	Each	\$720.00	\$11,520.00		\$0.00
12.	Water Valve Adjustment	2	Each	\$535.00	\$1,070.00		\$0.00
Franklin Street (1"UBAS)							
13.	HMA Surface (Ultrathin Bonded)(Type B)	1,051	Ton	\$185.00	\$194,435.00	NOT USED	
14.	Milling	17,572	S.Y.	\$1.80	\$31,629.60	18,080.50	\$32,544.90
Ash Street (3" Mill & Overlay)							
Option No. 1 - Spring Valley Road to U.S. 77							
1.	HMA Commercial Grade Surface (Class A)	1,893	Ton	\$71.30	\$134,970.90		\$0.00
2.	Milling	10,548	S.Y.	\$1.80	\$18,986.40		\$0.00
3.	Manhole Adjustment	1	Each	\$720.00	\$720.00		\$0.00
Option No. 2 - U.S. 77 to Eisenhower Drive							
1.	HMA Commercial Grade Surface (Class A)	3,083	Ton	\$71.30	\$219,817.90	2,224	\$158,571.20
2.	Milling	17,180	S.Y.	\$1.80	\$30,924.00	16,049	\$28,888.20
3.	Manhole Adjustment	1	Each	\$720.00	\$720.00		\$0.00
Option No. 3 - Eisenhower Drive to Jackson							
1.	HMA Commercial Grade Surface (Class A)	2,267	Ton	\$71.30	\$161,637.10	1,768	\$126,058.40
2.	Milling	12,631	S.Y.	\$1.80	\$22,735.80	12,408	\$22,334.40
3.	Manhole Adjustment	4	Each	\$720.00	\$2,880.00		\$0.00
4.	Water Valve Adjustment	2	Each	\$535.00	\$1,070.00		\$0.00
Option No. 4 - Jackson Street to Washington							
1.	HMA Commercial Grade Surface (Class A)	1,314	Ton	\$71.30	\$93,888.20	1,025	\$73,082.50
2.	Milling	7,320	S.Y.	\$1.80	\$13,176.00	7,223	\$13,001.40
3.	Manhole Adjustment	1	Each	\$720.00	\$720.00		\$0.00
4.	Water Valve Adjustment	1	Each	\$535.00	\$535.00		\$0.00

No.	Item	Bid Schedule Quantity	Unit	Unit Price	Contract Price	Units Completed	Value of Work Completed
CO1	Remove Bid Item No. 13	1,051	Ton	-\$185.00	-\$194,435.00		
	Add "HMA Commercial Grade Surface (Class A) - Franklin Street" {replaces Bid Item No. 13}	2,209	Ton	\$71.30	\$157,501.70	2209	\$157,501.70
	Add "Pavement Demolition - Madison Street"	2,891	S.Y.	\$6.10	\$17,635.10	2891	\$17,635.10
	Add "Aggregate Base (AB-3) - Madison Street"	308	Ton	\$29.85	\$9,193.80	308	\$9,193.80
			Unused and Accepted Material on Hand				\$0.00

Amount of
Contract: \$1,369,393.90

Value of Work Done &
Materials on Hand: \$882,742.20

Contract Time:

Percent to be Retained (5% or 10%): \$88,274.22

Must Be Completed By _____

Other Deductions:

Time Expired: _____

November 15, 2021

Time Remain'g: 0

Previous Payments: \$62,624.52

64.5% Complete as of this Request

TOTAL DEDUCTIONS: \$150,898.74

Amount Due Contractor this Request: \$731,843.46

Approved:

Accepted by Contractor:

By: 
Kew Valley Engineering, Inc.

By: [Signature]
Bayer Construction Co., Inc.

Date: 10/22/21

Date: 10-21-2021

By: _____
City Engineer

Date: _____

By: _____
City Manager

Date: _____

Date Request Approved by City Commission:

City of Junction City

City Commission

Agenda Memo

October 27, 2021

From: Ray Ibarra, Public Works Director
To: Allen Dinkel, City Manager and City Commission
Subject: **Change Order #03 for the 2020 CCLIP Surface Preservation Project**

Objective: The consideration and approval of Change Order #03 for the 2020 CCLIP Surface Preservation Project in the amount of \$90,705.66.

Explanation of Issue: On August 4, 2020, the City Commission approved the 2020 CCLIP Surface Preservation Project to APAC-Kansas, Inc. in the amount of \$922,796.20.

On September 15th the City Commission approved Change Order #1 which reduced the contract amount by \$44,047.44 bringing the cost for the CCLIP Project to \$878,748.76.

The request for Change Order #3 is due to the extra asphalt work from 18th St. to the Washington St. bridge, Grant Ave. from Washington St. to Franklin and the concrete work on Jackson from 18th St. to Taft. St.

Budget Impact: Funding can come out of Street Budget, FFE Funds or Special Highway Fund

Alternatives: The City Commission may approve, modify, table or deny the request

Recommendation: City Staff recommends approving Change Order #03 to APAC-Kansas, Inc. in amount of \$90,705.66 for the 2020 CCLIP Surface Preservation Project.

Suggested Motion: Commissioner _____ moves to approve Change Order #03 in the amount of \$90,705.66 for the 2020 CCLIP Surface Preservation Project to APAC-Kansas, Inc.

Commissioner _____ seconded the motion.

Enclosures: Change Order #03 Agreement, Change Order #3 Justification and Affidavit

**00430
CHANGE ORDER**

Order No. Three (3)

Date: October 5, 2021

Agreement Date: September 2, 2020

Name of Project: CCLIP Surface Preservation Project FY 2020

KDOT Project No. 31 U-2360-01, City of Junction City, Kansas

Owner: City of Junction City, Kansas

Contractor: APAC-Kansas, Inc., Shears Division – Salina Branch

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Overrun and underrun quantity adjustments (see attached).

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$ 922,796.20

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$ 878,748.76

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$ 90,705.66

The new Contract Price including this CHANGE ORDER will be \$ 969,454.42 ✓

Change to CONTRACT TIME:

The CONTRACT TIME will be increased by n/a calendar days.

The date for completion of all work remains June 25, 2021.

Requested by: APAC – Kansas, Inc.,
Shears Division, Salina Branch

(Signature)

10/13/21

(Date)

Recommended by: Kaw Valley Engineering, Inc.

(Signature)

10/18/21

(Date)

Accepted by: City of Junction City, Kansas

(Signature)

(Date)

END OF SECTION 00430

Change Order No. 3 Justification

CCLIP Surface Preservation Project FY 2020 KDOT Project No. 31 U-2360-01
Junction City, Kansas

Below is a detailed itemization of the actual overruns and underruns during the construction of this project.

Overrun Items

Bid Item No. 4	Common Excavation	35	C.Y.	@	\$28.85	\$1,009.75
Bid Item No. 5	Compaction of Earthwork (Type AA) (MR-5-5)	52	C.Y.	@	\$8.65	\$449.80
Bid Item No. 6	Compaction of Earthwork (Type B) (MR-90)	9	C.Y.	@	\$11.40	\$102.60
Bid Item No. 7	Rock Excavation	87	C.Y.	@	\$31.35	\$2,727.45
Bid Item No. 8	Concrete Pavement (10" Uniform) (AE) (NRD)	324	S.Y.	@	\$86.00	\$27,864.00
Bid Item No. 9	Concrete Pavement (6" Uniform) (AE)	65	S.Y.	@	\$61.65	\$4,007.25
Bid Item No. 11	Aggregate Base (AB-1) (4")	1,467	S.Y.	@	\$12.45	\$18,264.15
Bid Item No. 12	Milling	2,564	S.Y.	@	\$2.40	\$6,153.60
Bid Item No. 13	Removal of Concrete Curb & Gutter	902	L.F.	@	\$21.10	\$19,032.20
Bid Item No. 14	Curb & Gutter, Combined (AE)	214	L.F.	@	\$32.75	\$7,008.50
Bid Item No. 15	Removal of Concrete Sidewalk	87	S.Y.	@	\$8.95	\$778.65
Bid Item No. 16	Sidewalk Construction (4") (AE)	51	S.Y.	@	\$46.25	\$2,358.75
Bid Item No. 19	Adjustment of Manholes	1	Each	@	\$1,006.45	\$1,006.45
Bid Item No. 20	Adjustment of Valve Box (Water)	7	Each	@	\$906.20	\$6,343.40
Bid Item No. 26	HMA (Commercial Grade) (Class A)	40	Tons	@	\$98.05	\$3,922.00
Bid Item No. 27	Pavement Marking (Multi-Component) (White) (6")	704	L.F.	@	\$0.55	\$387.20
Bid Item No. 28	Pavement Marking (Multi-Component) (Yellow) (4")	348	L.F.	@	\$0.40	\$139.20
Bid Item No. 29	Pavement Marking (Multi-Component) (Yellow) (12")	70	L.F.	@	\$1.35	\$94.50
Bid Item No. 30	Pavement Marking (Intersection Grade) (White) (24")	145	L.F.	@	\$4.40	\$638.00
Bid Item No. 36	Work Zone Signs (0-9.25 Sq. Ft.)	8,104	EAPD	@	\$0.15	\$1,215.60
Bid Item No. 37	Work Zone Signs (9.26 to 16.25 Sq. Ft.)	2,868	EAPD	@	\$0.30	\$860.40
Bid Item No. 38	Work Zone Barricades (Type 3-4' to 12')	2,695	EAPD	@	\$0.65	\$1,751.75
Bid Item No. 39	Work Zone Barricades (Pedestrian)	1,118	EAPD	@	\$0.25	\$279.50

A17D8018
Page 1 of 2

Change Order No. 3 Justification

CCLIP Surface Preservation Project FY 2020 KDOT Project No. 31 U-2360-01
Junction City, Kansas

Overrun Items (cont.)

Bid Item No. 40	Channelizer (Portable)	36,088	EAPD	@	\$0.10	\$3,608.80
Bid Item No. 41	Work Zone Warning Light (Type "A" Low Intensity)	5,514	EAPD	@	\$0.10	\$551.40
Bid Item No. 42	Arrow Display	254	EAPD	@	\$6.60	\$1,676.40
Bid Item No. 51	Temporary Surfacing Material	14	C.Y.	@	\$35.00	\$490.00

Overrun Total **\$112,721.30**

Underrun Items

Bid Item No. 18	Sidewalk Ramp	7	S.Y.	@	\$109.05	-\$763.35
Bid Item No. 24	Field Office and Laboratory (Type A)	1	Each	@	\$4,615.15	-\$4,615.15
Bid Item No. 25	Foundation Stabilization (Set Price)	1	C.Y.	@	\$40.00	-\$40.00
Bid Item No. 43	Pavement Marking (Temporary)					
	4" Solid (Type I)	116.80	Sta./Line	@	\$102.30	-\$11,948.64
Bid Item No. 45	Pavement Marking (Temporary)					
	4" Broken (8.0') (Type I)	11.40	Sta./Line	@	\$27.50	-\$313.50
Bid Item No. 47	Pavement Marking Removal	4,310	L.F.	@	\$1.00	-\$4,310.00
Bid Item No. 49	Flagger (Set Price)	1	Hour	@	\$25.00	-\$25.00

Underrun Total **-\$22,015.64**

Overrun/Underrun Resulted in a Contract Increase **\$90,705.66**

CITY OF JUNCTION CITY, KANSAS
Estimate for Payment

Date: October 13, 2021 Page: 1

Estimate No.: 11-Final From: 07/08/21 To: 09/16/21 Project No.: A17D8018

Location: Junction City, Kansas

Contractor: APAC-Kansas, Inc., Shears Division, Salina Branch

Improvement: CCLIP Surface Preservation Project FY 2020 KDOT Project No. 31 U-2360-01

No.	Item	Bid Schedule Quantity	Unit	Unit Price	Contract Price	Units Completed	Value of Work Completed
1.	Mobilization	1	L.S.	\$147,619.70	\$147,619.70	1	\$147,619.70
2.	Clearing & Grubbing	1	L.S.	\$2,658.15	\$2,658.15	1	\$2,658.15
3.	Removal of Existing Structures	1	L.S.	\$4,645.05	\$4,645.05	1	\$4,645.05
4.	Common Excavation	327	C.Y.	\$28.85	\$9,433.95	362	\$10,443.70
5.	Compaction of Earthwork (Type AA) (MR-5-5)	423	C.Y.	\$8.65	\$3,658.95	475	\$4,108.75
6.	Compaction of Earthwork (Type B) (MR-90)	24	C.Y.	\$11.40	\$273.60	33	\$376.20
7.	Rock Excavation	584	C.Y.	\$31.35	\$18,308.40	671	\$21,036.85
8.	Concrete Pavement (10" Uniform)(AE)(NRDJ)	1,972	S.Y.	\$86.00	\$169,592.00	2,296	\$197,456.00
9.	Concrete Pavement (6" Uniform)(AE)	135	S.Y.	\$61.65	\$8,322.75	200	\$12,330.00
10.	Concrete Pavement (4" Uniform)(AE)	187	S.Y.	\$49.80	\$9,312.60	187	\$9,312.60
11.	Aggregate Base (AB-1)(4")	2,536	S.Y.	\$12.45	\$31,573.20	4,003	\$49,837.35
12.	Milling	15,634	S.Y.	\$2.40	\$37,521.60	18,198	\$43,675.20
13.	Removal of Concrete Curb & Gutter	336	L.F.	\$21.10	\$7,089.60	1,238	\$26,121.80
14.	Curb & Gutter, Combined (AE)	1,106	L.F.	\$32.75	\$36,221.50	1,320	\$43,230.00
15.	Removal of Concrete Sidewalk	434	S.Y.	\$8.95	\$3,884.30	521	\$4,662.95
16.	Sidewalk Construction (4")(AE)	327	S.Y.	\$46.25	\$15,123.75	378	\$17,482.50
17.	Median Sidewalk Construction (AE)	23	S.Y.	\$63.95	\$1,470.85	23	\$1,470.85
18.	Sidewalk Ramp	144	S.Y.	\$109.05	\$15,703.20	137	\$14,939.85
19.	Adjustment of Manholes	12	Each	\$1,006.45	\$12,077.40	13	\$13,083.85
20.	Adjustment of Valve Box (Water)	13	Each	\$906.20	\$11,780.60	20	\$18,124.00
21.	Inlet (Type 22 Curb)	2	Each	\$4,733.15	\$9,466.30	2	\$9,466.30
22.	Storm Sewer (15")(RCP)	138	L.F.	\$53.85	\$7,431.30	138	\$7,431.30
23.	Connect to Existing RCB	1	Each	\$1,198.10	\$1,198.10	1	\$1,198.10
24.	Field Office and Laboratory (Type A)	1	Each	\$4,615.15	\$4,615.15	0	\$0.00
25.	Foundation Stabilization (Set Price)	1	C.Y.	\$40.00	\$40.00	0	\$0.00
26.	HMA (Commercial Grade)(Class A)	1,870	Tons	\$98.05	\$183,353.50	1,910	\$187,275.50
27.	Pavement Marking (Multi-Component)(White)(6")	2,794	L.F.	\$0.55	\$1,536.70	3,498	\$1,923.90
28.	Pavement Marking (Multi-Component)(Yellow)(4")	8,486	L.F.	\$0.40	\$3,394.40	8,834	\$3,533.60
29.	Pavement Marking (Multi-Component)(Yellow)(12")	98	L.F.	\$1.35	\$132.30	168	\$226.80

30.	Pavement Marking (Intersection Grade)(White)(24")	767	L.F.	\$4.40	\$3,374.80	912	\$4,012.80
31.	Pavement Marking Sym (Intersection Grade)(White)(Left Arrow)	12	Each	\$291.50	\$3,498.00	12	\$3,498.00
32.	Pavement Marking Sym (Intersection Grade)(White)(Right Arrow)	5	Each	\$335.50	\$1,677.50	5	\$1,677.50
33.	Pavement Marking Sym (Intersection Grade)(White)(Thru Arrow)	9	Each	\$275.00	\$2,475.00	9	\$2,475.00
34.	Pavement Marking Sym (Intersection Grade)(White)(ONLY)	2	Each	\$632.50	\$1,265.00	2	\$1,265.00
35.	Pavement Marking Sym (Intersection Grade)(White) Thru Rt Arrow	7	Each	\$473.00	\$3,311.00	7	\$3,311.00
36.	Work Zone Signs (0-9.25 Sq. Ft.)	11,880	EAPD	\$0.15	\$1,782.00	19,984	\$2,997.60
37.	Work Zone Signs (9.26 to 16.25 Sq. Ft.)	6360	EAPD	\$0.30	\$1,908.00	9,228	\$2,768.40
38.	Work Zone Barricades (Type 3-4' to 12')	3,240	EAPD	\$0.65	\$2,106.00	5,935	\$3,857.75
39.	Work Zone Barricades (Pedestrian)	1,080	EAPD	\$0.25	\$270.00	2,198	\$549.50
40.	Channelizer (Portable)	28920	EAPD	\$0.10	\$2,892.00	65,008	\$6,500.80
41.	Work Zone Warning Light (Type "A" Low Intensity)	3,360	EAPD	\$0.10	\$336.00	8,874	\$887.40
42.	Arrow Display	360	EAPD	\$6.60	\$2,376.00	614	\$4,052.40
43.	Pavement Marking (Temporary) 4" Solid (Type I)	274.80	Sta./Line	\$102.30	\$28,112.04	158	\$16,163.40
44.	Pavement Marking (Temporary) 4" Solid (Type II)	10.10	Sta./Line	\$35.20	\$355.52	10.10	\$355.52
45.	Pavement Marking (Temporary) 4" Broken (8.0')(Type I)	22.80	Sta./Line	\$27.50	\$627.00	11.40	\$313.50
46.	Pavement Marking (Temporary) Broken (Line Masking Tape)	1	Sta./Line	\$242.00	\$242.00	1	\$242.00
47.	Pavement Marking Removal	4,310	L.F.	\$1.00	\$4,310.00	0	\$0.00
48.	Traffic Control (Initial Set Up)	1	L.S.	\$59,013.40	\$59,013.40	1	\$59,013.40
49.	Flagger (Set Price)	1	Hour	\$25.00	\$25.00	0	\$0.00
50.	Seeding	1	L.S.	\$1,318.60	\$1,318.60	1	\$1,318.60
51.	Temporary Surfacing Material	1	C.Y.	\$35.00	\$35.00	15	\$525.00
CO1	Prices reflect changes made prior to commencement of work. Completion date extended to 05/28/21.						
CO2	Completion date extended to 06/25/21						
CO3	Overrun & Underrun Quantities	1	L.S.	\$90,705.66	\$90,705.66		
				Unused and Accepted Material on Hand			\$0.00

Amount of
Contract: \$969,454.42

Value of Work Done &
Materials on Hand: \$969,454.42 ✓

Contract Time: MUST BE COMPLETED

Percent to be Retained (5% or 10%): \$0.00

Time Expired: BY JUNE 25, 2021

Liquidated Damages: 3 days @ \$500.00 per day \$1,500.00

Time Remaining: _____

Previous Payments: \$919,729.03

100.0% Complete as of this Estimate

TOTAL DEDUCTIONS: \$921,229.03

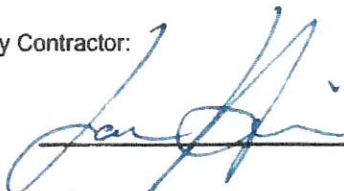
Amount Due Contractor this Estimate: \$48,225.39

Approved:

Accepted by Contractor:

By: 

Kew Valley Engineering, Inc.

By: 

Date: 10/18/21

Date: 10-13-21

All work was done "in accordance with the then-existing generally recognized and prevailing engineering standards and with the federal and state laws and regulations applicable at the time of design, ...[including] any subsequent design revisions for the approved project. (B) The transportation project, ...[was] inspected by an inspector, who...provide[d] reasonable assurance that the approved project was constructed in substantial conformity with its plans, specifications, and any authorized revisions." Excerpt taken from K.A.R. 36-40-3 (a) and (b).

By: _____

City Engineer

Date: _____

By: _____

City Manager

Date: _____

Date Estimate Approved by City Commission: _____

00460
AFFIDAVIT

The following is to be executed by the Contractor after the completion of all work and prior to final payment for work described in the accompanying contract:

State of Kansas)
)
County of Saline) : ss

I, Jason Heis, of lawful age, being first duly sworn on oath, deposes and states that he is Branch Manager of APAC-Kansas Inc., Shears Div, Salina Branch, Contractor, which company did on the 9TH day September of, 2021, enter into written contract with City of Junction City, Owner, for the performance of the following work:

CCLIP Surface Preservation Project FY 2020

KDOT Project No. 31 U-2360-01

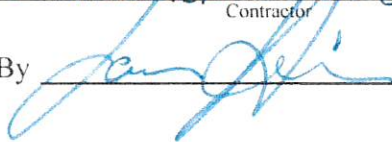
City of Junction City, Kansas

Affiant further states that all work to be performed by the above-named Contractor under said contract has been fully paid.

Affiant further states that he makes this affidavit for the purpose of enabling the Owner to make final payment to APAC-Kansas Inc., Shears Div, Salina Branch under the terms of said contract.

APAC-Kansas Inc, Shears Div, Salina Branch
Contractor

By



Branch Manager

Position

PO Box 1095 Salina, KS 67402

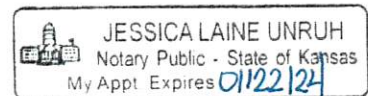
Address

Subscribed and sworn before me this 13th day of September, 2021.


Notary Public

Seal

END OF SECTION 00460



City of Junction City

City Commission

Agenda Memo

October 27, 2021

From: Ray Ibarra, Public Works Director
To: Allen Dinkel, City Manager and City Commission
Subject: **Award of Bid – Water Line Relocation-Monroe Street**

Objective: The consideration and approval of the award of bid for the Water Line Relocation-Monroe Street in the amount of \$136,640.00.

Explanation of Issue: KDOT is in the process of replacing the E. 6th Bridge (US-40B) and the City must relocate a 6-inch water main due to it being in the construction limits of the new bridge.

The project will consist of moving the water line north of the new bridge and boring a new 8-inch line under the bridge to be able to loop the water lines from E. 5th to E. 1st to provide better water service to the eastside of town.

Kaw Valley Engineering developed the preliminary plans, construction estimates and material quantities for the project. Kaw Valley Engineering advertised for bids through The Daily Union City website and direct solicitation and a formal bid opening was held on October 27, 2021.

Kaw Valley Engineering received two qualified bids for the Water Line Relocation. The two bidders were Middlecreek Corporation, Peabody, KS and Nowak Construction, Inc., Goddard, KS. Listed below are the two bidders and their bid price.

BIDDER	BID AMOUNT
Middlecreek Corporation	\$136,640.00
Nowak Construction, Inc.	\$150,660.00

Budget Impact: Funding for this project is available within the Water Fund

Alternatives: The City Commission may approve, modify, table, or deny the bid request

Recommendation: City Staff recommends approval of the award of bid to Middlecreek Corporation, Peabody KS for the Water Line Relocation in the amount of \$136,640.00.

Suggested Motion: Commissioner _____ moves to approve the award of the Water Line Relocation-Monroe St. in the amount not to exceed \$136,640.00 to Middlecreek Corporation as presented.

Commissioner _____ seconded the motion.

Enclosures: Kaw Valley Engineering letter dated 10/27/21 and Bid Tab



Office: 785.762.5040
Fax: 785.762.7744
Web: www.kveng.com
Address: 2319 N. Jackson
P.O. Box 1304
Junction City, KS 66441

October 27, 2021
A21D0375

Mr. Ray Ibarra, Public Works Director
City of Junction City
700 N Jefferson Street
Junction City, Kansas 66441

**RE: Recommendation of Award of Contract
Water Line Relocation – Monroe Street, Junction City, Kansas**

Dear Mr. Ibarra:

Please find enclosed the Bid Tabulation Sheet for the above-referenced improvements.

Middlecreek Corporation was the low bidder and was below the Engineer's Estimate.

We, therefore, recommend award of this contract to **Middlecreek Corporation** in the amount of **\$136,640.00**.

If you could present this to the City Commission for award of contract at their next regular meeting, it would be appreciated.

Sincerely,



Randy Purdue, EIT
Project Manager

Attachment: Bid Tabulation Sheet

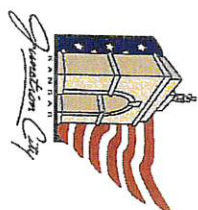
XC: Middlecreek Corporation
Nowak Construction, Inc.

RCP:bt
\\VMJC-FILE\Projects\A21_0375\DSN\Ltr To R Ibarra City Of JC Re Recommendation Of Award.Docx

City of Junction City

City Clerk's Office

October 27, 2021



Public Works Department

Closing Time: 10:00 am

Water Line Relocation – Monroe Street

No.	Direct Solicited	Bidder	Local Vendor	Bid Bond	Performance Bond	Addendum	Signed Bid	Bid Amount	Bid Rank
1.		Middlecreek Corporation	Peabody, KS	yes			yes	\$136,640.00	
2.		Nowak Construction, Inc.	Goddard, KS	yes			yes	\$150,660.00	
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									

KAW VALLEY ENGINEERING, INC.
2319 North Jackson, PO Box 1304
Junction City, KS 66441
Tel: 785-762-5040

WATER LINE RELOCATION - MONROE STREET
GEARY COUNTY, KANSAS

Project No.: A21D0375
Date: 10/27/21
Page: 1 of 1

Item	Qty	Engineer's Estimate			Middlecreek Corporation			Nowak Construction, Inc.					
		Unit	Price	Total Price	Unit	Price	Total Price	Unit	Price	Total Price	Unit	Price	Total Price
1. Mobilization	1	L.S.	25,000.00	\$25,000.00		\$25,000.00	\$25,000.00		\$13,080.00	\$13,080.00		\$0.00	\$0.00
2. Connect to Existing Water Main	2	Each	3,200.00	\$6,400.00		\$3,500.00	\$7,000.00		\$2,716.00	\$5,432.00		\$0.00	\$0.00
3. 8" C900 Water Main	466	L.F.	75.00	\$34,125.00		\$95.00	\$25,023.00		\$101.50	\$46,182.50		\$0.00	\$0.00
4. 6" C900 Water Main	27	L.F.	80.00	\$2,160.00		\$45.00	\$1,215.00		\$130.50	\$3,523.50		\$0.00	\$0.00
5. Directional Boring and Casing (14")	187	L.F.	325.00	\$60,775.00		\$200.00	\$37,400.00		\$259.00	\$48,433.00		\$0.00	\$0.00
6. Fittings	1	L.S.	8,500.00	\$8,500.00		\$4,600.00	\$4,600.00		\$2,515.00	\$2,515.00		\$0.00	\$0.00
7. 8" Valve	3	Each	2,500.00	\$7,500.00		\$1,900.00	\$5,700.00		\$2,046.00	\$6,138.00		\$0.00	\$0.00
8. Erosion Control	1	L.S.	3,500.00	\$3,500.00		\$2,600.00	\$2,600.00		\$1,006.00	\$1,006.00		\$0.00	\$0.00
9. Seeding/Resurfacing	1	L.S.	2,000.00	\$2,000.00		\$1,800.00	\$1,800.00		\$1,006.00	\$1,006.00		\$0.00	\$0.00
10. Pavement Restoration	90	S.Y.	85.00	\$7,650.00		\$160.00	\$14,400.00		\$123.00	\$11,070.00		\$0.00	\$0.00
11. Fire Hydrant Assembly	2	Each	5,150.00	\$10,300.00		\$6,000.00	\$12,000.00		\$6,137.00	\$12,274.00		\$0.00	\$0.00
Total Bid For Improvements				\$167,910.00			\$135,640.00			\$150,560.00			\$0.00

City of Junction City

City Commission

Agenda Memo

October 27, 2021

From: Ray Ibarra, Public Works Director
To: Allen Dinkel, City Manager and City Commission
Subject: **Approval to apply for the KDOT Airport Improvement Program Grant**

Objective: The consideration and approval to apply for the KDOT Airport Improvement Program Grant for migration of a single-family residence, fuel tanks and fueling system.

Explanation of Issue: Public Works is seeking approval to apply for KDOT's Airport Improvement Program Grant for FY 2023. Public Works is applying for two projects.

The number one priority grant is the mitigation of a single-family residence that is located south of runway 18/36 and is located within the Runway 36 RPZ. The building on the property is incompatible land use and a safety issue for aircraft. The estimate project cost is \$340,000.00. The funding ratio of this grant is 90/10 and the City's share would be \$34,000.00.

The second application is for new fuel tanks and fueling system. This would replace the existing fuel tanks and fueling system which is over 20-years old and is nearing the end of its useful life. The funding ratio of this grant is 50/50 and the City's share would be \$137,500.00.

Budget Impact: Funding would come from the Airport Entitlement funds.

Alternatives: The City Commission may approve, modify, table, or deny the request

Recommendation: City Staff recommends approval to apply for the KDOT Airport Improvement Program Grant

Suggested Motion: Commissioner _____ moves to approve applying for the KDOT Airport Improvement Program Grant.

Commissioner _____ seconded the motion.

Enclosures: Kansas Airport Improvement Program Applications

Kansas Airport Improvement Program (KAIP)

Application Form

Submittal Date October 29, 2021

Indicate by checking the corresponding box below for (See KAIP Guidelines for information on these categories):

- a) Regular Grant Application the application is to be considered);
- b) Current Year Out of Cycle Application
- c) Emergency Grant Application

Check One

☒ FY 2023 FY 2023 begins July 1, 2022 ☐ CURRENT YEAR OUT OF CYCLE ☐ EMERGENCY

Applicant/Sponsor: City of Junction City, Kansas

Airport Identifier: 3JC

Project Category: ☐ Preservation ☐ Modernization ☒ Equipment ☐ Design/Planning

See KAIP Program Guidelines for category descriptions

Project Description (Use additional sheets as necessary):

There is a single family residence that is located immediately south of runway 18/36, and is located within the Runway 36 RPZ. The building and a couple of trees located on the property are an incompatible land use and a safety issue for aircraft. The location of the 0.24 acre property to be acquired is shown on the attached exhibit from the Master Plan.

The request is to provide funding to purchase the property according to the Uniform Act, including relocation expenses for the homeowner, and then to demolish the building, trees, and any other above ground structures.

This is the Number 1 priority of the airport to eliminate the incompatible land use and safety issue.

Total Project Costs.....\$ \$340,000.00

We understand that if the project is approved, the Kansas Department of Transportation will participate in the project cost at the rate identified in the KAIP Program Guidelines as published on the KDOT Aviation website (<http://www.ksdot.org/divAviation>), not to exceed \$800,000 of state funds (\$1,600,000 for new primary runways; \$1,200,000 for full-depth reconstruction of existing primary runway). The Sponsor will be responsible for letting the contract for bids and supervising construction. Construction engineering is an eligible cost on construction contracts. Design is not an eligible cost except through a separate design grant.

Sponsor's Contact Person Ray Ibarra Title Director of Public Works

Address 700 N Jefferson, Junction City, KS 66441

Phone 785.2238.7142 Fax _____ E-mail ray.ibarra@jcks.com

Sponsor's Signature _____ Title Director of Public Works

~ Additional information attached ~

Freeman Field (3JC) - Junction City, Kansas

**Engineer's Opinion of Probable Cost
Land Acquisition & Building Removal**

<u>Item No.</u>	<u>Description</u>	<u>Unit</u> <u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Total</u>
1	Land Purchase (Fee)	0.24	Acres	\$152,000	\$152,000
2	Survey/Legal Document Creation	1	LS	\$10,000	\$10,000
3	Appraisals	1	Each	\$7,500	\$7,500
4	Review Appraisals	1	Each	\$2,500	\$2,500
5	Negotiation/Documentation/Coordination	1	LS	\$20,000	\$40,000
6	Relocation Assistance	1	LS	\$100,000	\$100,000
7	Exhibit A Property Map Update	1	LS	\$3,000	\$3,000
8	Project Closeout	1	LS	\$5,000	\$5,000
9	Building Demolition	1	LS	\$20,000	\$20,000
Total Estimate					\$340,000.00

NO.	REVISIONS	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

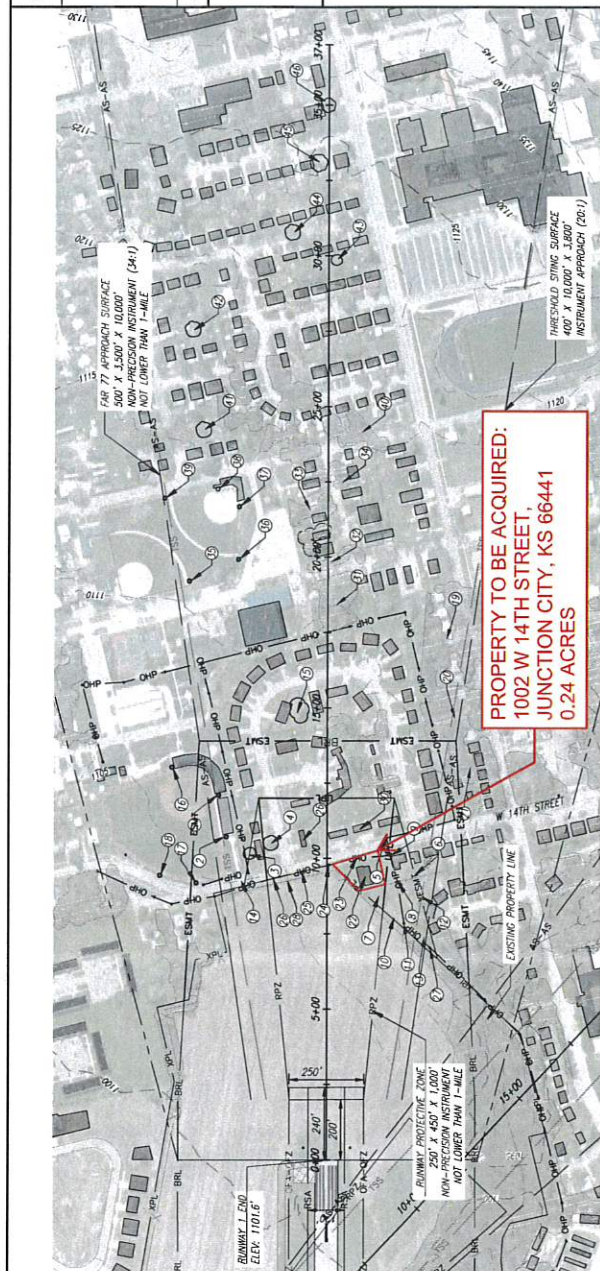
INNER PORTION
APPROACH OF ULTIMATE
RUNWAY 1

AIRPORT LAYOUT PLAN UPDATED
JUNCTION CITY MUNICIPAL AIRPORT

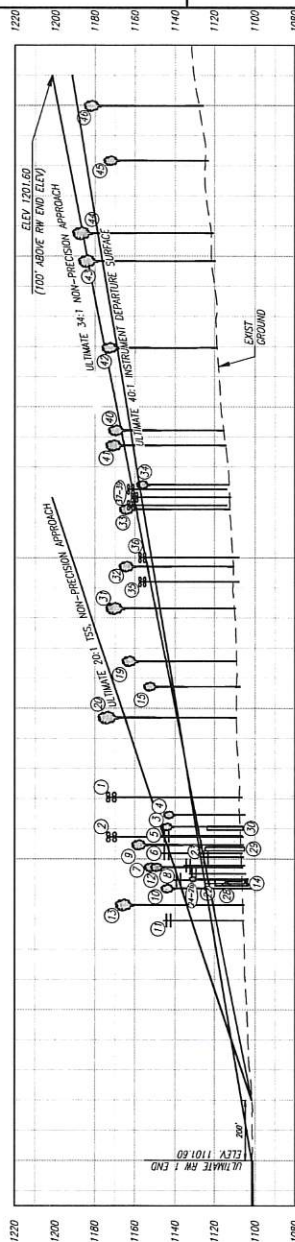
benesch
Benesch & Associates
3225 Kenda Avenue
Kansas City, MO 64111
PH: 816.234.2000
FAX: 816.234.2001
WWW.BENESCH-ASSOCIATES.COM

PROJECT: JUNCTION CITY MUNICIPAL AIRPORT
DATE: 10/1/2015
DRAWN BY: JLM
CHECKED BY: JLM
APPROVED BY: JLM

13 of 22



RUNWAY 1 ULTIMATE INNER APPROACH PLAN



RUNWAY 1 ULTIMATE INNER APPROACH PROFILE

LEGEND:
PSA: RUNWAY SAFETY AREA
BRL: BUILDING RESTRICTIVE ZONE (15')
RPS: RUNWAY PROTECTION ZONE
AS-AS: FAR PART 77 APPROACH SURFACE
ISS: THRESHOLD SING SURFACE
OPA: OBJECT TREE AREA
KEMT: EXISTING EASEMENT
ESMT: ULTIMATE EASEMENT
APL: EXISTING PROPERTY LINE
UPL: ULTIMATE PROPERTY LINE

ID	DESCRIPTION	OBJECT ELEVATION	PART 77 SURFACE OBJECT IS IN	OBJECT PENETRATION	PROPOSED DISPOSITION
1	STADIUM LIGHT	1123.23	201 APPROACH SURFACE	42.44	MARK/LIGHT
2	STADIUM LIGHT	1123.23	201 APPROACH SURFACE	46.50	MARK/LIGHT
3	TREE TOP	1146.68	201 APPROACH SURFACE	21.24	LOWER/REMOVE
4	TREE TOP	1145.46	201 APPROACH SURFACE	18.85	LOWER/REMOVE
5	POWER POLE	1146.46	201 APPROACH SURFACE	19.31	MARK/LIGHT
6	POWER POLE	1146.46	201 APPROACH SURFACE	21.08	MARK/LIGHT
7	TREE TOP	1154.17	201 APPROACH SURFACE	32.25	LOWER/REMOVE
8	POWER POLE	1140.36	201 APPROACH SURFACE	17.59	MARK/LIGHT
9	TREE TOP	1141.77	201 APPROACH SURFACE	38.28	LOWER/REMOVE
10	TREE TOP	1152.35	201 APPROACH SURFACE	33.08	LOWER/REMOVE
11	POWER POLE	1146.01	201 APPROACH SURFACE	22.71	MARK/LIGHT
12	TREE TOP	1151.80	201 APPROACH SURFACE	30.45	LOWER/REMOVE
13	TREE TOP	1170.48	201 APPROACH SURFACE	52.91	LOWER/REMOVE
14	ROAD	1120.47	201 APPROACH SURFACE	4.68	C
15	TREE TOP	1155.84	201 APPROACH SURFACE	16.60	LOWER/REMOVE
16	STADIUM LIGHT	1125.36	201 APPROACH SURFACE	26.23	MARK/LIGHT
17	STADIUM LIGHT	1123.23	201 APPROACH SURFACE	39.37	MARK/LIGHT
18	STADIUM LIGHT	1123.23	201 APPROACH SURFACE	22.05	MARK/LIGHT
19	TREE TOP	1168.86	201 APPROACH SURFACE	25.05	LOWER/REMOVE
20	TREE TOP	1178.83	201 APPROACH SURFACE	40.09	LOWER/REMOVE
21	TREE TOP	1142.67	201 APPROACH SURFACE	29.27	LOWER/REMOVE
22	BUILDING	1124.59	201 APPROACH SURFACE	1.70	MARK/LIGHT
23	LIGHT POLE	1126.32	201 APPROACH SURFACE	1.17	MARK/LIGHT
24	LIGHT POLE	1125.15	201 APPROACH SURFACE	10.89	MARK/LIGHT
25	LIGHT POLE	1123.78	201 APPROACH SURFACE	9.83	MARK/LIGHT
26	TREE TOP	1132.42	201 APPROACH SURFACE	9.27	LOWER/REMOVE
27	POWER POLE	1141.68	201 APPROACH SURFACE	22.97	MARK/LIGHT
28	FENCE	1108.15	201 APPROACH SURFACE	14.76	C
29	BLDG	1123.08	201 APPROACH SURFACE	3.76	C
30	BLDG	1123.08	201 APPROACH SURFACE	4.55	C
31	TREE TOP	1174.71	201 APPROACH SURFACE	25.13	LOWER/REMOVE
32	TREE TOP	1167.77	201 APPROACH SURFACE	14.11	LOWER/REMOVE
33	TREE TOP	1168.86	201 APPROACH SURFACE	7.62	LOWER/REMOVE
34	TREE TOP	1168.86	201 APPROACH SURFACE	3.42	C
35	LIGHT POLE	1158.11	201 APPROACH SURFACE	5.94	MARK/LIGHT
36	LIGHT POLE	1158.11	201 APPROACH SURFACE	3.77	MARK/LIGHT
37	LIGHT POLE	1163.25	201 APPROACH SURFACE	3.78	MARK/LIGHT
38	LIGHT POLE	1163.25	201 APPROACH SURFACE	2.62	MARK/LIGHT
39	LIGHT POLE	1161.77	201 APPROACH SURFACE	1.51	MARK/LIGHT
40	TREE TOP	1171.44	201 APPROACH SURFACE	4.76	LOWER/REMOVE
41	TREE TOP	1171.44	201 APPROACH SURFACE	8.28	LOWER/REMOVE
42	TREE TOP	1174.79	201 APPROACH SURFACE	0.24	C
43	TREE TOP	1168.64	201 APPROACH SURFACE	3.18	LOWER/REMOVE
44	TREE TOP	1191.82	201 APPROACH SURFACE	5.63	LOWER/REMOVE
45	TREE TOP	1175.46	201 APPROACH SURFACE	17.81	C
46	TREE TOP	1168.64	201 APPROACH SURFACE	12.78	C

Property Details for PID: 0311110202001047010

Shareable link to Property Information : <https://www.kansasgis.org/orka/permalinkprop.cfm?parcelid=0311110202001047010>

Shareable link to Map: <https://www.kansasgis.org/orka/permalink.cfm?parcelId=0311110202001047010>

QuickRef ID : R4891

Owner Name : SHIVER, PETER A

Location: 1002 W 14TH ST, Junction City, KS 66441

Abbreviated Boundary Description: WESTWOOD HGTS ADD , BLOCK 4 , LOT 1 & 2
EXCEPT THE W15' OF LOT 2 SECTION 02 TOWNSHIP 12 RANGE 05

Owner Information:

Owner SHIVER, PETER A

Mailing Address 1002 W 14TH ST JUNCTION CITY, KS 66441

Property Information:

Type Residential

Status Active

Taxing Unit JC 001

Neighborhood Code 114.A

No Secondary Address Details found

Market Land Details:

Actual Width:	0
Eff. Width	0
Eff. Depth	0
Acres	0
Square Feet	10,106

Permit Details

Number	Date	Amount	Purpose
6383	Oct 27, 2009	130000.0000	NEW SELF-HELP HOUSING

Deed Book Page Details

Book	Page
111	840-841
117	951-952

Additional Deed Book Page Details

Deed Book/Page 105 /1626

Value Details

Current Final Value (Residential) Year	2021
Land	\$12,070.00

Building	\$139,840.00
Total	\$151,910.00

Dwelling Details

Story Height	One Story	Style	Ranch	Year Built	2009
Total Sq Ft Living Area	1328	Main Floor Living SqFt :	1328	Upper Floor Living Pct :	
Total Rooms:	5	Bedrooms:	3	Remodel Year:	
Full Baths:	2	Half Baths:	0	Basement:	Full - 4
Depreciation Rating:	AV	Physical Condition:	AV	Quality:	AV-

No Manufactured Home Details found

Additional Dwelling Details

Residential Component	Units	Quality	Year Built
Attached Garage	400		
Raised Slab Porch with Roof	128		
Raised Slab Porch with Roof	128		
Total Basement Area	1328		
Frame, Plywood or Hardboard	100%		
Plumbing Fixtures	8		

Warmed & Cooled Air 100%

Composition Shingle 100%

No Other Improvements found

No Commercial Building Details found

No Commercial Building Section Details found

No Ag Land Details found

No Ag Building Details found

Kansas Airport Improvement Program (KAIP) Application Form

Submittal Date October 29, 2021

Indicate by checking the corresponding box below for (See KAIP Guidelines for information on these categories):

- a) Regular Grant Application the application is to be considered);
- b) Current Year Out of Cycle Application
- c) Emergency Grant Application

Check One

☒ **FY 2023** FY 2023 begins July 1, 2022 ☐ **CURRENT YEAR OUT OF CYCLE** ☐ **EMERGENCY**

Applicant/Sponsor: City of Junction City, Kansas

Airport Identifier: 3JC

Project Category: ☒ Preservation ☐ Modernization ☐ Equipment ☐ Design/Planning
See KAIP Program Guidelines for category descriptions

Project Description (Use additional sheets as necessary):

The Freeman Field Airport has a current fueling system that consists of a 2,000 gallon Av-gas tank. The current tank, pumps, and equipment is aging and nearing the end of his useful life. This project would remove the existing equipment and install new equipment that aligns with the Airport Master Plan and the current/future needs of the airport. The airport would replace the existing fuel tank with new tanks that would include 2,000 gallon Av-gas, 1,000 gallon Mo-gas, and 1,000 gallon Jet Fuel. With the installation of the new tank(s), the pumps, card reader, and associated items also be upgraded.

Total Project Costs.....\$ \$275,000.00

We understand that if the project is approved, the Kansas Department of Transportation will participate in the project cost at the rate identified in the KAIP Program Guidelines as published on the KDOT Aviation website (<http://www.ksdot.org/divAviation>), not to exceed \$800,000 of state funds (\$1,600,000 for new primary runways; \$1,200,000 for full-depth reconstruction of existing primary runway). The Sponsor will be responsible for letting the contract for bids and supervising construction. Construction engineering is an eligible cost on construction contracts. Design is not an eligible cost except through a separate design grant.

Sponsor's Contact Person Ray Ibarra Title Director of Public Works

Address 700 N Jefferson, Junction City, KS 66441

Phone 785.2238.7142 Fax _____ E-mail ray.ibarra@jcks.com

Sponsor's Signature _____ Title Director of Public Works

~ Additional information attached ~

City of Junction City
City Commission Agenda Memo
October 28, 2021

From: Britain D. Stites, City Attorney

To: Allen Dinkel, City Manager, and City Commission

Subject: Ordinance Amending Cruelty to Animals and Creating Neglect of Animals

Background: The current ordinance has a hodgepodge of various instances of cruelty to animals as well as neglect. The current ordinance does not match up with state statute. In addition, a number of the neglect issues copy each other or create confusion between statutes. In 2013 or 2014, a committee drafted several the animal ordinances.

Discussion of Issue: This ordinance needs cleaned up. It needs to mirror the state statute. The reason being is felony Cruelty to Animals can require a prior conviction. In addition, some of the City's listings of cruelty matched felony Cruelty to Animals (when no prior is necessary); therefore, creates a divide in jurisdiction.

Plus, having the Neglect to Animals allows my office to better deal with some issues of pet ownership without the "tag" of Cruelty.

In the Cruelty Ordinance, I did define "leaving an animal in an unattended vehicle" and correlated that with the correct subsection of Cruelty.

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

1. Adopt the ordinance; or,
2. Disapprove of the ordinance.

Recommendation: I recommend the Commission adopt the proposed ordinance.

Possible Motions:

1. Approve and adopt the proposed ordinance.
2. Disapprove the proposed ordinance.

ORDINANCE G-1276

AN ORDINANCE AMENDING SECTION 215.030, ENTITLED “CRUELTY TO ANIMALS” AND CREATING SECTION 215.031, ENTITLED “NEGLECT OF ANIMALS” OF CHAPTER 215, ENTITLED “ANIMALS,” OF TITLE II, ENTITLED “PUBLIC HEALTH, SAFETY AND WELFARE” OF THE CODE OF ORDINANCES OF THE CITY OF JUNCTION CITY, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CTY, KANSAS:

SECTION 1: Section 215.030 – “Cruelty to Animals” of the Code of Ordinances of the City of Junction City, Kansas is hereby amended to read as follows:

SECTION 215.030 – CRUELTY TO ANIMALS

A. Cruelty to animals is:

1. Knowingly abandoning any animal in any place without making provisions for its proper care;
2. Having physical custody of any animal and knowingly failing to provide such food, potable water, protection from the elements, opportunity for exercise, and other care as is needed for the health or well-being of such kind of animal;
3. Intentionally using a wire, pole, stick, rope, or any other object to cause an equine to lose its balance or fall, for the purpose of sport or entertainment;
4. Knowingly but not maliciously killing or injuring any animal.

B. Cruelty to animals a Class A nonperson misdemeanor.

C. Under the procedure found in K.S.A. 60-455, a prior conviction, diversion, or incident of Cruelty to Animals under this Ordinance or another substantially similar law or Neglect of Animals, 215.031 may be utilized by the prosecution.

D. *Animal Left in Vehicle.* An animal confined in or otherwise left unattended in a motor vehicle under conditions that are likely to cause suffering, injury, or death to the animal due to heat, cold, lack of adequate ventilation, or under other endangering conditions is Cruelty to Animals under subsection (A). An animal left in a vehicle in temperatures of 70 degree Fahrenheit or warmer when the vehicle’s climate control is not activated is a violation of subsection (A)(2).

E. The provision of this Section shall not apply to:

1. Normal or accepted veterinary practices;
 2. Bona fide experiments carried on by commonly recognized research facilities;
 3. Killing, attempting to kill, trapping, catching or taking of any animal in accordance with the provisions of chapter 32 or chapter 47 of the Kansas Statutes Annotated, and amendments thereto;
 4. Rodeo practices accepted by the rodeo cowboys' association;
 5. The humane killing of an animal that is diseased or disabled beyond recovery for any useful purpose, or by a licensed veterinarian at the request of the owner thereof, or by any officer or agent of an animal shelter, a local or state health officer or a licensed veterinarian three business days following the receipt of any such animal at such shelter;
 6. With respect to farm animals, normal or accepted practices of animal husbandry, including the normal and accepted practices for the slaughter of such animals for food or by-products and the careful or thrifty management of one's herd or animals, including animal care practices common in the industry or region;
 7. The killing of any animal by any person at any time that may be found outside of the owned or rented property of the owner or custodian of such animal and that is found injuring or posing a threat to any person, farm animal, or property;
 8. An animal control officer trained by a licensed veterinarian in the use of a tranquilizer gun, using such gun with the appropriate dosage for the size of the animal, when such animal is vicious or could not be captured after reasonable attempts using other methods;
 9. Laying an equine down for medical or identification purposes;
 10. Normal or accepted practices of pest control, as defined in K.S.A. 2-2438a(x), and amendments thereto; or
 11. Accepted practices of animal husbandry pursuant to regulations promulgated by the United States department of agriculture for domestic pet animals under the animal welfare act, public law 89-544, as amended and in effect on July 1, 2006.
- F. This Section shall not apply to any person exposing poison upon their premises for the purpose of destroying wolves, coyotes, or other predatory animals.

- G. Any public health officer, law enforcement officer, or licensed veterinarian may take into custody any animal, upon either private or public property, that clearly shows evidence of cruelty to animals. Such officer, or veterinarian may inspect, care for or treat such animal or place such animal in the care of the Junction City Animal Shelter or licensed veterinarian for treatment, boarding or other care or, if an officer of such animal shelter or such veterinarian determines that the animal appears to be diseased or disabled beyond recovery for any useful purpose, for humane killing. The owner or custodian, if known or reasonably ascertainable, shall be notified in writing. If the owner or custodian is charged with a violation of this section, the law enforcement agency, legal department, city attorney, veterinarian, or animal shelter may petition the municipal court in the City of Junction City, Kansas to transfer ownership of the animal at any time after 21 days after the owner or custodian is notified, unless the owner or custodian of the animal files and maintains a renewable cash or performance bond with the municipal court clerk in an amount equal to not less than the cost of care and treatment of the animal for 30 days. Such cash or performance bond shall be maintained and renewed every 30 days as necessary to cover the cost of care and treatment of such animal until disposition of the animal by the court. If the owner or custodian is not known or reasonably ascertainable after 21 days after the animal is taken into custody, the law enforcement agency, city attorney, veterinarian, or animal shelter may petition the municipal court to transfer ownership of the animal. Upon receiving such petition, the court shall determine whether the animal may be transferred.
- H. The owner or custodian of an animal transferred pursuant to subsection (G) shall not be entitled to recover damages for the transfer of such animal unless the owner proves that such transfer was unwarranted.
- I. Expenses incurred for the care, treatment or boarding of any animal, taken into custody pursuant to subsection (G), pending prosecution of the owner or custodian of such animal for the crime of cruelty to animals, shall be assessed to the owner or custodian as a cost of the case if the owner or custodian is adjudicated guilty of such crime. Any costs collected by the court or through the cash or performance bond described in subsection (G) shall be transferred to the entity responsible for paying the cost of the care, treatment or boarding of the animal.

- J. If a person is adjudicated guilty of the crime of cruelty to animals, such animal shall not be returned to or remain with such person. Such animal may be turned over to an animal shelter or licensed veterinarian for sale or other disposition.
- K. As used in this section:
 - a. "Animal shelter" means the same as such term is defined in Ordinance 215.010;
 - b. "equine" means a horse, pony, mule, jenny, donkey, or hinny; and,
 - c. "maliciously" means a state of mind characterized by actual evil-mindedness or specific intent to do a harmful act without a reasonable justification or excuse.

SECTION 2. Section 215.031 – “Neglect of Animals” of the Code of Ordinances of the City of Junction City, Kansas is hereby drafted to read as follows:

SECTION 215.032 – NEGLECT OF ANIMALS

- A. Neglect of animals is:
 - 1. Having physical custody of any animal and negligently or recklessly failing to provide such food, potable water, protection from the elements, opportunity for exercise, and other care as is needed for the health and well-being of such kind of animal;
 - 2. Recklessly or negligently abandoning any animal in any place without making provisions for its proper care, such as but not limited to abandoning an animal at the Junction City Animal Shelter within the confines of its fences or building without permission or knowledge of its staff; or
 - 3. Allowing animal waste to accumulate to the extent that it becomes a health hazard to any animal, any person, or the public. Any accumulation of animal waste, when not reasonably removed or discarded in a sanitary manner, is considered a potential health hazard, i.e. feces accumulation in homes, confined yards, pens, hutches, et cetera. “Reasonably” removing or discarding animal waste means for the waste to be removed in a manner so as to remove the odors emanating from the feces or urine which reasonably tend to offend any person or reasonably affect a person’s or animal’s health.
- B. Neglect of animals is an unclassified misdemeanor with a penalty found in 215.110.

SECTION 3. All ordinances and parts thereof that are inconsistent with any provision of this Ordinance are hereby repealed.

SECTION 4. This Ordinance shall be effective upon publication as required by law.

Passed and adopted by the Governing Body of the City of Junction City, Kansas this 2nd day of November, 2021.

CITY OF JUNCTION CITY, KANSAS

Jeff Underhill
Mayor

ATTEST:

Tammy Melton, City Clerk

City of Junction City
City Commission Agenda Memo
October 28, 2021

From: Britain D. Stites, City Attorney

To: Allen Dinkel, City Manager, and City Commission

Subject: Ordinance Amending License for Second-Hand Dealers

Background: The Commission amended the ordinance in 2019. It brought some second-hand dealers (mainly pawn shops) into compliance with LEADS online. That program requires the logging of transactions by second-hand dealers.

Discussion of Issue: In practice, this ordinance, like any other law, works well with those who comply; however, we noted some hiccups in practice. One is second-hand dealers who bypass the requirement by skirting the definition. In response to that, we broadened the definition of second-hand dealer. In speaking with Captain Cory Odell and Detective Alvin Babcock, they noted no substantial increase in their labor for handling these matters. In addition, we added a requirement under (D)(5) for the name of the person committing the transaction with the second-hand dealer. In case there are stolen items, it can help us locate the individual.

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

1. Adopt the ordinance; or,
2. Disapprove of the ordinance.

Recommendation: I recommend the Commission adopt the proposed ordinance.

Possible Motions:

1. Approve and adopt the proposed ordinance.
2. Disapprove the proposed ordinance.

ORDINANCE G-1277

AN ORDINANCE AMENDING SECTION 600.270, ENTITLED "LICENSE FOR SECOND-HAND DEALERS IN ELECTRONIC AND RECORDINGS" OF ARTICLE I, ENTITLED "GENERAL PROVISIONS," OF CHAPTER 600, ENTITLED "LICENSES AND OCCUPATION TAXES," OF TITLE VI, ENTITLED "BUSINESS AND OCCUPATION" OF THE CODE OF ORDINANCES OF THE CITY OF JUNCTION CITY, KANSAS, TO AMEND THE REQUIREMENTS AND DUTIES OF SECONDHAND DEALERS COVERED BY SAID ORDINANCE

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CTY, KANSAS:

SECTION 1: Section 600.270 – "License for Second-Hand Dealers" of the Code of Ordinances of the City of Junction City, Kansas is hereby amended to read as follows:

SECTION 600.270: - LICENSE FOR SECOND-HAND DEALERS

A. *Definitions:*

1. **Second-hand dealer** is any person engaged in the business of buying and/or selling used or second-hand personal property, or lending money on the security of personal property deposited with the person. Second-hand dealer includes but is not limited to pawnbrokers, thrift stores, firearms dealers, individuals or entities who engage in two or more second-hand transactions via social media (excluding online commercial retailers).
2. **Second-hand personal property** is a tangible good which is not real property. Such personal property includes but is not limited to the following: firearms, knives, electronics, recording equipment, musical instruments, and other personal property regardless if it does or does not have an identifying brand/mark/number/etc. To qualify as secondhand personal property, it must be:
 - i. In a used condition;
 - ii. Not in its original factory sealed packing; or,
 - iii. Both (i) and (ii).
3. **Transaction** is the purchase, trade, or sale of second-hand personal property between a second-hand dealer and another person. A transaction can contain a single or multiple goods which constitute second-hand personal property as well as cash monies.

- B. Any dealer in second-hand property operating within the City limits of the City of Junction City, Kansas, either from a fixed location or operating as at transient merchant shall, effective April 1, 2018, and in addition to any other requirement of law as provided in (F) below, obtain from the Junction City Police Department a license to operate as such a dealer. There shall be no cost for said license.
- C. Any person, business, or agent acting as a dealer in second-hand property after May 1, 2018 without having a license as described hereinabove shall be guilty of a Class C misdemeanor.
- D. Any person or entity licensed as described above shall report to the Junction City Police Department through Leads Online on or before Tuesday of each week a description of all second-hand property purchased, traded, or sold during the proceeding calendar week. This report shall include the following information:
 - 1. Item(s) purchased, traded, and/or sold;
 - 2. Date and time of each transaction;
 - 3. Accurate and detailed description of any and all property purchased or acquired during the regular course of business, including all trademarks, identification numbers, serial numbers, model numbers, brand names, and other identifying marks;
 - 4. The actual price paid or the amount of money involved in each transaction;
 - 5. First and last name of the person who completed the transaction with the second-hand dealer along with other identifying information such as address, identification or driver's license number, phone number, et cetera.
- E. Failure of any licensee to comply with this Section subjects the licensee to the loss of said license.
- F. If a license is loss as described in Subsection E, then the second-hand dealer may seek reinstatement of said license upon coming into compliance with the other requirements of this section.
- G. This section shall not be applicable to:
 - 1. The sale of aluminum cans;
 - 2. Charitable organizations;
 - 3. Antique dealers;
 - 4. Farm equipment and utility vehicle dealerships;
 - 5. Automobile dealerships; and,
 - 6. Used or secondhand book stores.

SECTION 2. All ordinances and parts thereof that are inconsistent with any provision of this Ordinance are hereby repealed.

SECTION 3. This Ordinance shall be effective upon publication as required by law.

Passed and adopted by the Governing Body of the City of Junction City, Kansas this 2nd day of November, 2021.

CITY OF JUNCTION CITY, KANSAS

Jeff Underhill
Mayor

ATTEST: (Seal)

Tammy Melton, City Clerk