



AGENDA
CITY OF AUGUSTA
Council Meeting
Monday, April 18, 2022
7:00 P.M.

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

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. PRAYER

Pastor Gene Kaufman, GracePointe Church

D. MINUTES

1. CITY COUNCIL MEETING MINUTES

Approval of minutes for the April 4, 2022 City Council meeting and April 11, 2022 Special City Council meeting.

a) Council Motion/Vote

E. APPROPRIATION ORDINANCE

1. ORDINANCE(S)

Consider approval of Appropriation Ordinance #4 dated April 13, 2022.

a) Council Motion/Vote

F. PROCLAMATIONS

1. Proclamation – Declaring the week of May 1, 2022 as “Public Service Recognition Week” and encourage all citizens to recognize the accomplishments and contributions of government employees at all levels.

2. Proclamation – Declaring May 1 to May 7, 2022 as “Drinking Water Week.”

G. VISITORS

1. Richard Kennedy, representing the Augusta Model Railroad Club, will be present to give Council an update on the state of the club and talk about the possibility of Augusta participating in the rail fan cam program.
2. **Call for Other Visitors.** *(Visitors may be recognized at this time to address the Governing Body regarding items not specifically listed on the Agenda – 5-minute limit).*

H. BUSINESS

1. ORDINANCE NO. 2186 AUTHORIZING THE OPERATION OF SPECIAL PURPOSE VEHICLES ON THE STREETS WITHIN THE CORPORATE LIMITS OF THE CITY OF AUGUSTA

Consider approval of Ordinance 2186 amending Chapter 14 of City Code, creating Article 7 authorizing the operation of worksite utility vehicles, micro utility trucks, and golf carts on the streets within the corporate limits of the City of Augusta.

- a. Staff Report
- b. **Council Motion/Roll Call Vote**

2. ORDINANCE NO. 2187 AUTHORIZING THE SALE/ISSUANCE OF GENERAL OBLIGATION SALES TAX BONDS SERIES 2022-B; RESOLUTION NO. 2022-11

Consider approval of bid award to the bidder with the lowest interest rate; consider approval of Ordinance No. 2187 authorizing the sale/issuance of General Obligation Sales Tax Bonds, Series 2022-B and related documents; Consider approval of Resolution No. 2022-11 prescribing the form and details of General Obligation Sales Tax Bonds, Series 2022-B.

- a. Staff Report
- b. Bid Award to bidder with lowest interest cost
 - i. **Council Motion/Vote**
- c. Ordinance No. 2187 Authorizing Bonds
 - i. **Council Motion/Vote**
- d. Resolution No. 2022-11 Prescribing Form
 - i. **Council Motion/Vote**

3. **RAINBOW FIREWORKS CONTRACT FOR 2022 DISPLAY**
Consider approval of annual fireworks show contract with Rainbow Fireworks at Augusta City Lake.
 - a. Staff Report
 - b. **Council Motion/Vote**

4. **ORDINANCE NO. 2188 ESTABLISHING REQUIREMENTS FOR FOLLOWING DESIGNATED TRUCK ROUTES AND PENALTIES FOR VIOLATION THEREOF**
Consider of Ordinance No. 2188 Amending Chapter 14, Article 2, Section 14-210 of the Code of the City of Augusta, establishing requirements for following designated truck routes and penalties for violation thereof.
 - a. Staff Report
 - b. **Council Motion/Roll Call Vote**

5. **ORDINANCE NO. 2189 AMENDING CHAPTER 12, ARTICLE 3, SECTION 310 OF THE CODE OF THE CITY OF AUGUSTA, KS REGARDING BOAT LICENSING REQUIREMENTS AT LAKE AUGUSTA**
Consider approval Ordinance No. 2189 amending Chapter 12, Article 3, Section 310 of the Code of the City of Augusta, KS regarding boat licensing requirements at Lake Augusta to correspond with current regulations at Santa Fe Lake.
 - a. Staff Report
 - b. **Council Motion/Roll Call Vote**

6. **KANSAS DEPARTMENT OF TRANSPORTATION KANSAS AIRPORT IMPROVEMENT PROGRAM GRANT AGREEMENTS FOR ASPHALT CRACK FILL EQUIPMENT AND FOD SWEEPER ACQUISITION AND FUEL FARM IMPROVEMENTS**
Consider acceptance three Kansas Airport Improvement Program (KAIP) grants for FY 2023.
 - a. Staff Report
 - b. KAIP Grant Project Number AV-2023-05 – FOD Razor System
 - i. **Council Motion/Vote**
 - c. KAIP Grant Project Number AV-2023-06 – Crack Fill Equipment
 - i. **Council Motion/Vote**
 - d. KAIP Grant Project Number Project Number AV-2023-20 – Fuel Farm
 - i. **Council Motion/Vote**

7. ORDINANCE NO. 2190 AMENDING CERTAIN SECTIONS OF CHAPTER 15, ARTICLE 5 OF THE CITY CODE OF THE CITY OF AUGUSTA, KANSAS ESTABLISHING REGULATIONS FOR THE SOLID WASTE UTILITY

Consider approval of proposed Ordinance No. 2190 amending certain sections of Chapter 15, Article 5 of the City Code of the City of Augusta, Kansas Establishing Regulations for the Solid Waste Utility and Repealing Other Ordinances in Conflict with Amended Sections.”

- a. Staff Report
- b. Council Motion/Roll Call Vote**

8. FEE SCHEDULE RESOLUTION NO. 2022-11

Consider approval of Fee Schedule Resolution No. 2022-11 making changes to various City fees.

- a. Staff Report
- b. Council Motion/Vote**

9. DEMOLITION BID FOR PLAY PARK POINTE

Consider approval of the demolition bid for Play Park Pointe submitted by Alan’s Excavating, Inc. in the amount of \$4,450.

- a. Staff Report
- b. Council Motion/Vote**

I. MATTERS FROM/FOR COUNCIL

- 1. **City Manager.** Reminder of work session scheduled for Monday, April 25th for discussion of Robinson building and to start 2023 budget discussions.
- 2. **City Manager.** Consider scheduling a work session the week of May 16th to discuss housing needs/strategy in Augusta.
- 3. **Call for Other Matters.** *(Council members may be recognized at this time to address the Governing Body regarding items not specifically listed on the Agenda).*

J. INFORMATIONAL MEMORANDUM

K. EXECUTIVE SESSION

- 1. **Preliminary Discussions for Acquisition of Real Property.** Staff recommends that the City Council go into executive session to conduct preliminary discussions for acquisition of real property.

2. **Personnel Matters of Non-Elected Personnel.** Staff recommends that the City Council go into executive session to conduct the City Manager's quarterly performance check-in as part of the annual evaluation process.

L. ADJOURNMENT

CITY COUNCIL
APRIL 4, 2022
7:00 P.M.

The Council of the City of Augusta, Kansas met in regular session on April 4, 2022, with Mayor Mike Rawlings presiding. Council present were Jake Marr, Eric Birk, Bob Bailey, Mike Huddleston, Tom Leffler, Ron Reavis and Jeff Brown. Council member Kip Richardson was absent. Also present: City Attorney Andrew Marino, City Manager Josh Shaw, Assistant City Manager Cody Sims and City Clerk/Director of Finance Erica Jones. Staff Present: Director of Public Safety Todd Ackerman, Director of Public Utilities Tim Johnson, Ray Seif, Anthony Craft, Mike Lunnam and Susie Geiger. Visitors: Wayne Vogel, Jennifer Penner, Richard Kennedy, Jayme Chapin, Connie Thurman, Shawn Davis, Kristey Williams, Jan Vaughn, Jim Vaughn, Nick Huelskamp, Josh Maska, Monty Rowland, and David Slaughter.

Pledge of Allegiance

Prayer: Wayne Vogel, Church of Christ, gave the invocation.

Minutes: Leffler made a motion to approve the minutes from the March 21, 2022 City Council meeting. Reavis seconded the motion. Motion carried without opposition.

Ordinance: Reavis made a motion to approve Ordinance #3B dated 3/30/2022. Leffler seconded the motion. Motion carried without opposition.

Visitors:

Jennifer Penner, representing H + H Candle Company, was present to request approval of a grand opening event involving street closure and food trucks on April 22nd. Huddleston made a motion to approve a grand opening event for H + H Candle Company on April 22, 2022. Marr seconded the motion. Motion carried without opposition.

Nick Huelskamp and Josh Maska, representing Augusta Little League Baseball, were present to request approval for the use of the baseball fields at Garvin Park for their tournaments on April 8-10th for the Spring Bash tournament, May 20-22th for the Wood Bat tournament, and June 17-19th for the Charlie Dunn tournament. Marr made a motion to approve use of the baseball fields at Garvin Park for April 8-10th for the Spring Bash tournament, May 20-22nd for the Wood Bat tournament, and June 17-16th for the Charlie Dunn tournament pending receipt of the event forms. Brown seconded the motion. Motion carried without opposition.

Business:

Play Park Pointe Playground Inspection Report Findings and Recommendations for Removal: Kristey Williams addressed the governing body and provided the history of the Castle Park project and how it came to be. She thanked the City for their partnership and continued upkeep of the park since it was built. Williams requested that any parts of the park that are salvageable but not reused by the City be returned to the individuals that built the park. Williams also requested a proclamation recognizing the process and individuals that were involved in the development and building of the park and that the public be informed of the date of demolition so that those that want to watch the demo can do so from a safe distance.

Council consensus was for staff to obtain bids for demolition of the park to bring back to the council for consideration. Shaw stated he was working with Williams on a grant application for a Lowe's 100 Home Towns Grant to use for the reconstruction of a new playground.

Construction Administration and Observation for the North Ohio Street and Belmont Pedestrian Trail Improvement Project: Leffler made a motion to approve the North Ohio Street and Belmont Pedestrian Trail Construction Administration and Observation Agreement with Schwab Eaton, P.A. in the amount not to exceed \$330,020 to include construction administration, construction observation, and construction staking. Brown seconded the motion. Motion carried without opposition.

Bid Award for Fire Command Pickup Truck: Leffler made a motion to approve bid received for a 2022 Ford F-150 fire command pickup truck and award the purchase of the truck to Superior Emergency Response Vehicles (SERVE) in Andover, KS in the amount of \$36,852.00. Bailey seconded the motion. Motion carried without opposition.

Agreement with Sensus USA, Inc. for AMI Spectrum, Software & Technical Support for Electric & Water Meter Reading: Reavis made a motion to approve an agreement with Sensus USA, Inc. for AMI Spectrum, Software & Technical Support for Electric & Water Meter Reading and services and authorize the city manager to sign the appropriate document. Leffler seconded the motion. Motion carried without opposition.

Augusta Municipal Airport Main Hangar Repair Proposal: Leffler made a motion to accept the Augusta Municipal Airport Advisory Board recommendation to approve the hangar repair project scope and proposal submitted by Commerce Construction in the amount of \$59,440. Marr seconded the motion. Motion carried without opposition.

Resolution 2022-10 Authorizing the City to Utilize Cemetery Endowment Funds for the Care and Maintenance of Elmwood Cemetery; Approve Proposal for a New Soil Shed Submitted by Drechsler Construction in the Amount of \$9,587: Leffler made a motion to approve Resolution 2022-10 authorizing the City to utilize cemetery endowment funds for care and maintenance of Elmwood Cemetery. Huddleston seconded the motion. Motion carried without opposition.

Leffler made a motion to approve the proposal for a new soil shed submitted by Drechsler Construction in the amount of \$9,587. Huddleston seconded the motion. Motion carried without opposition.

Council Discussion/Direction Regarding Proposed Special Purpose Vehicle Ordinance: Council reviewed and discussed a proposed ordinance amending Chapter 14 of City Code, creating Article 7 authorizing the operation of worksite utility vehicles, micro utility trucks, all-terrain vehicles, and golf carts on the streets within the corporate limits of the City of Augusta and provide staff with direction on how to proceed.

Jan Vaughn, 1917 State Street, addressed the governing body and stated the original request was for golf carts, most of which are street legal. She said residents were not asking for ATV's. She said she thinks there has been way too much thought put in to this and we need to make it simple.

Jayne Chapin, 236 E Sunflower Ave, addressed the governing body and said that she has a side by side utility vehicle. She stated there should be an age requirement of 18 and over and also agreed there should be no ATV's. She stated that the City of Douglass allowed ATV's and revoked it because it was abused. Chapin stated that her side by side has headlights, mirrors, a full windshield and can go 70 mph. She stated she would not recommend having them as part of events for now, but maybe consider it in the future. Chapin stated that residents want to show that we can behave and follow the rules.

David Slaughter, 532 School, addressed the governing body. Slaughter stated golf carts do not come with a State registration. Shaw stated that proof of payment of taxes can be obtained through the County Appraisers office.

Shaw stated that based on the direction of the Council, staff will prepare a draft ordinance to not allow ATV's, require proof of insurance and payment of taxes at registration, add language to allow for people who live or need to do business on Ohio Street to traverse using the most direct route, include a pricing structure to include a \$100 registration fee and an annual renewal of \$50, age restriction of 18, allow operation at night provided that they meet the lighting requirements of Kansas State statute and require slow moving vehicle signs when appropriate.

Council Discussion/Direction Regarding the Compost Site/Limb Yard Operations: Council discussed and provided direction regarding future operations of the compost site and limb yard. Consensus was to continue operations at the compost site/limb yard for residents and commercial landscapers with an Augusta address, higher fees for commercial businesses, no commercial tree haulers, stronger penalties and fines for those violating the ordinance and to re-evaluate the process closer to the end of the year when more data is available from this season to determine the process for next year.

Monty Rowland, 316 W Kelly, addressed the governing body and stated that he has no problem with the fees going up. Rowland stated that the tree limbs seem to be the biggest problem down there. He stated he has a concern about putting the grass in the trash because the City will have to pay more than what they are to move it now.

Shaw stated that based on the feedback from the governing body staff will prepare an ordinance to keep operations open for residents and landscaping businesses with an Augusta address, recommend a fee schedule change for landscaper permits, and implementing a penalty and fee for those violating the rules and bring it back for Council consideration.

Matters From/For Council and Informational Memorandum:

Work Session: Leffler made a motion to schedule a work session on April 25, 2022 at 6:00 p.m. at City Hall with representatives from the school district to discuss the status of Robinson Elementary School and to begin the 2023 Budget process. Reavis seconded the motion. Motion carried without opposition.

Board Appointments: Council consensus was to have staff publicize board openings and that anyone interested contact staff, and that the names or applications be forwarded to Council or mayor depending on the appointment.

Huddleston: Huddleston stated he has noticed cones in front of the inspection building since it has been finished. Sims stated staff is trying to locate landscaping pots to put in front of the building similar to the pots used downtown.

Huddleston asked if there is a timeline for the fixing the brick street between Osage and Santa Fe where the water line was repaired last year and has subsequently sunk. Sims stated that staff is working on elevating that repair work.

Brown: Brown stated that the stop light at Ohio Belmont has issues with changing. He stated it has taken 5 minutes to change before when he is on his way to work. He asked if someone could check on that.

Marr: Marr asked if there was any interest during or after the work session on the 25th to look at growth and housing in our community and what to consider that for the budget discussions. Consensus of the governing body was that there is interest in having that discussion.

Huddleston: Huddleston asked Shaw to look at State requirements regarding annexation. Shaw stated he could make that part of the budget discussion.

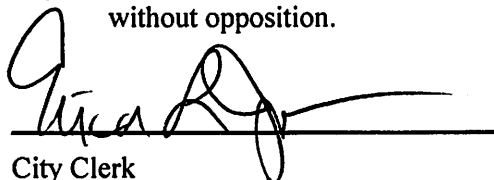
Executive Session:

At 10:02 p.m. Bailey made a motion to go into executive session for 12 minutes to discuss issues related to potential legal liability related to the performance of a contract pursuant to the “consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship” justification for executive sessions under the Kansas Open Meetings Act, K.S.A. 75-4319(b)(2), and to invite in the City Manager Josh Shaw, Assistant City Manager Cody Sims, and City Attorney Andrew Marino. The open meeting will resume in the City Council chambers at 10:15 p.m. Leffler seconded the motion. Motion carried without opposition.

At 10:15 p.m. Bailey made a motion to exit executive session where no action was taken. Leffler seconded the motion. Motion carried without opposition.

Leffler made a motion to authorize the Mayor, City Manager and City Clerk to sign a lease agreement with Schreib-Air. Marr seconded the motion. Motion carried without opposition.

Adjourn: At 10:15 p.m., Leffler- made a motion to adjourn. Reavis seconded the motion. Motion carried without opposition.


City Clerk

CITY COUNCIL
APRIL 11, 2022
6:00 P.M.

The Council of the City of Augusta, Kansas met in a special meeting on April 11, 2022, with Mayor Mike Rawlings presiding for the purpose of considering the approval of change order #1 for the State Street Water Tower Improvement Project. Council present were Jake Marr, Eric Birk, Mike Huddleston, Bob Bailey, Tom Leffler, Kip Richardson and Ron Reavis. Council member Jeff Brown was absent. Also present: City Manager Josh Shaw, Assistant City Manager Cody Sims, and City Clerk/Director of Finance Erica Jones. Staff Present: Director of Public Utilities Tim Johnson and Susan Smith. Visitors present were: Crystal Hinnen, Phil McKinney and Chuck May

Pledge of Allegiance

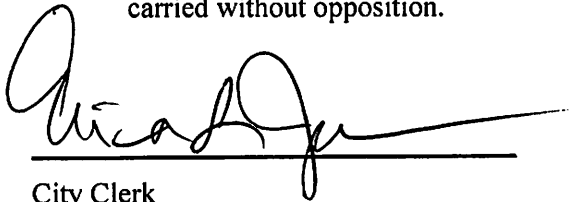
Prayer: Mayor Rawlings gave the invocation.

The Request for Special Meeting was read by Mayor Rawlings

Business:

Consider Approval of Change Order #1 for State Street Water Tower Improvement Project: Reavis made a motion to approve an agreement with Viking Painting, LLC in the amount not to exceed \$35,000 for additional services including replacement of corroded iron rafters, replacement of a corroded steel ring around the dry riser tube, filling of corrosion in the ceiling and riser tube, and extension of completion dates due to the additional work and supply delays for fence materials. Leffler seconded the motion. Motion carried without opposition.

Adjourn: At 6:16 p.m., Richardson made a motion to adjourn. Huddleston seconded the motion. Motion carried without opposition.



Erica Jones

City Clerk

City of Augusta

A/P Warrant Register

ORDINANCE #4 (04/13/2022)

For checks after: 03/31/2022

PO Number	Vendor Nu	Claimant Name	PO Description	Warrant N	Warrant Amt	Fund	Fund Amt
0000176887	1908	REDDI INDUSTRIES, INC	BLDG&GRNDS MAINT-AP	77527	\$ 235.12	70-7100	\$ 235.12
0000176888	0951	JIM SUTTON	STRUCT&IMPROVE	77528	\$ 1,540.68	40-6200	\$ 1,540.68
0000176976	1228	AIRGAS USA, LLC	EQUIP SUPP-WW	77530	\$ 20.85	50-7000	\$ 20.85
0000176979	1622	AMERICAN CONTROL & ENGINEERING SR	PROF SERV-WTR PROD	77531	\$ 2,655.00	30-5200	\$ 2,655.00
0000176977	1953	AMERICAN ELECTRIC COMPANY	BLDG&GRNDS SUPP-WW	77532	\$ 114.35	50-7000	\$ 114.35
0000176966	0334	AMERICAN FAMILY	DEDUCTION-P/R 4/13/22	77533	\$ 1,709.89	37-0000	\$ 1,709.89
0000176892	0471	APAC-KS, INC.-SHEARS DIVISION	CONST MATERIAL-SPCC	77534	\$ 191.04	15-4100	\$ 191.04
0000176889	3851	ARBOR MASTERS	OTHER COMM-SP PARKS	77535	\$ 11,200.00	06-3300	\$ 11,200.00
0000176893	2369	ASCENT AVIATION GROUP, INC	EQUIP LEASING-AP	77536	\$ 46.00	70-7100	\$ 46.00
0000176894	0498	ASSESSMENT STRATEGIES, LLC	PROF SERV-SAFETY	77537	\$ 945.00	01-1300	\$ 945.00
0000176954	1632	AT&T	MONTHLY SERV	77538	\$ 3,414.86	01-1200	\$ 115.43
						01-1300	\$ 907.31
						24-2440	\$ 1,123.13
						30-5200	\$ 114.69
						40-6100	\$ 115.43
						40-6200	\$ 230.86
						50-7000	\$ 808.01
0000176980	1682	AT&T LONG DISTANCE	MONTHLY LONG DIST SERV-SAF	77539	\$ 15.43	24-2440	\$ 15.43
0000176981	0866	AT&T MOBILITY	MONTHLY WIRELESS SERF-SAF	77540	\$ 1,576.16	01-1200	\$ 100.66
						01-1400	\$ 23.24
						01-1500	\$ 46.48
						01-1600	\$ 97.78
						01-1800	\$ 23.24
						20-4500	\$ 69.72
						24-2440	\$ 742.80
						30-5200	\$ 30.94
						40-6100	\$ 209.16
						40-6200	\$ 108.36
						40-6300	\$ 30.95
						50-7000	\$ 61.89
						70-7100	\$ 30.94
0000176956	2176	ATWOODS DISTRIBUTING, LP	PERS SUPP-PARKS	77541	\$ 144.97	01-1500	\$ 144.97
0000176890	0285	AUGUSTA ACE HOME CENTER	BLDG&GRNDS SUPP,TOOLS-ALL DEPT	77542	\$ 4,542.35	01-1200	\$ 5.93
						01-1400	\$ 156.34
						01-1500	\$ 510.63
						01-1600	\$ 351.51
						01-1700	\$ 31.47
						01-1900	\$ 114.76
						15-4100	\$ 140.05
						20-4500	\$ 11.33
						30-5200	\$ 515.92
						40-6200	\$ 826.57
						40-6300	\$ 1,283.40
						50-7000	\$ 533.30
						70-7100	\$ 61.14
0000176891	0018	AUGUSTA ANIMAL CLINIC	PROF SERV-ANIMAL CONTROL	77543	\$ 2,798.00	01-1800	\$ 2,798.00
0000177001	0550	AUGUSTA ARTS COUNCIL	UTILITY BILL DONATIONS	77544	\$ 57.00	71-0000	\$ 57.00
0000176895	0671	AUGUSTA FAMILY PRACTICE	PROF SERV-SAFETY	77545	\$ 200.00	01-1300	\$ 200.00
0000177002	3029	AUGUSTA HISTORICAL MUSEUM	UTILITY BILL DONATIONS	77546	\$ 49.00	71-0000	\$ 49.00
0000176993	0773	AUGUSTA RENTAL	BLDG&GRNDS MAINT-SFL	77547	\$ 683.33	01-1600	\$ 683.33
0000176896	3824	BADGEANDWALLET.COM	PERS SUPP-SAFETY	77548	\$ 1,090.00	01-1300	\$ 1,090.00
0000176897	0044	BAYSINGER POLICE SUPPLY	EQUIP SUPP-SAFETY	77549	\$ 1,527.62	01-1300	\$ 1,527.62
0000176898	3903	BEACON TIRE	TIRES-ELEC DIST	77550	\$ 203.98	40-6300	\$ 203.98
0000176971	9598	BRUCE & LEHMAN, LLC	GARNISHMENT-P/R 4/13/22	77551	\$ 257.36	37-0000	\$ 257.36
0000176955	0046	BUTLER COUNTY LANDFILL	LANDFILL FEES	77552	\$ 14,304.67	01-1300	\$ 8.00
						01-1500	\$ 75.00
						01-1600	\$ 60.00
						20-4500	\$ 14,142.86
						40-6300	\$ 18.81

0000176899	0039	BUTLER COUNTY SHERIFF	PRISONER CARE-SAFETY	77553	\$	735.00	01-1300	\$	735.00
0000176958	1638	BUTLER RURAL WATER DIST #5	BLDG&GRNDS MAINT, WTR UTILTIY	77554	\$	464.05	01-1600	\$	62.30
							70-7100	\$	401.75
0000177006	3157	CARD SERVICES	OTHER SERV, DUES, OFC SUPP	77555	\$	15,025.11	01-1000	\$	414.97
							01-1100	\$	265.65
							01-1200	\$	380.38
							01-1300	\$	2,833.12
							01-1500	\$	1,699.96
							01-1600	\$	661.83
							01-1700	\$	235.63
							01-1800	\$	81.32
							01-1900	\$	79.80
							05-3200	\$	29.95
							20-4500	\$	238.74
							30-5200	\$	29.05
							40-6100	\$	844.04
							40-6200	\$	3,461.44
							40-6300	\$	1,847.19
							50-7000	\$	1,283.70
							70-7100	\$	638.34
0000176900	3756	CAVENDER STORES, LTD	PERS SUPP-WTR PROD	77556	\$	160.00	30-5200	\$	160.00
0000176901	2489	CDW GOVERNMENT	OFC SUPP-CEMETERY	77557	\$	42.35	01-1900	\$	42.35
0000176987	3652	CHUBB	EQUIP INS-ELEC PROD	77558	\$	30,303.18	40-6200	\$	30,303.18
0000176969	0029	CITY - INSURANCE ACCOUNT	DEDUCTION-P/R 4/13/22	77559	\$	1,988.96	37-0000	\$	1,988.96
0000176902	0070	CITY OF AUGUSTA	PETTY CASH REIMBURSE	77560	\$	184.60	01-1200	\$	0.63
							01-1300	\$	122.64
							01-1500	\$	44.58
							30-5200	\$	13.75
							40-6100	\$	3.00
0000176903	3467	CITY OF NEWTON	PROF SERV-SAFETY	77561	\$	300.00	01-1300	\$	300.00
0000176972	0333	COLONIAL LIFE & ACCIDENT	DEDUCTION-P/R 4/13/22	77562	\$	152.37	37-0000	\$	152.37
0000176904	0903	CONCRETE MATERIALS COMPANY	CONST-WTR PROD	77563	\$	758.50	30-5200	\$	758.50
0000176905	3372	CORE & MAIN LP	METERS&ACCESSORIES-WTR PROD	77564	\$	568.00	30-5200	\$	568.00
0000176906	0966	COX COMMUNICATIONS	MONTHLY SERV	77565	\$	89.00	30-5200	\$	44.50
							40-6300	\$	44.50
0000176950	3445	CYPRESS FACILITY SERVICES	PROF SERV-ADMIN	77566	\$	1,115.00	01-1000	\$	1,115.00
0000176998	0101	D & S AUTO SUPPLY, INC.	VEH MAINT, EQUIP MAINT-ALL DEP	77567	\$	2,696.97	01-1300	\$	163.51
							01-1500	\$	86.49
							01-1600	\$	136.17
							15-4100	\$	448.89
							20-4500	\$	584.17
							40-6100	\$	162.83
							40-6200	\$	608.95
							40-6300	\$	162.19
							50-7000	\$	226.63
							70-7100	\$	117.14
0000176991	3607	DAVE'S TOWING LLC	OTHER SERV-SPCC	77568	\$	800.00	15-4100	\$	800.00
0000176907	3714	DI'S ALTERATIONS	PERS SUPP-SAFETY	77569	\$	14.40	01-1300	\$	14.40
0000176951	3189	DIGITAL OFFICE SYSTEMS	EQUIP LEASING-ADMIN	77570	\$	156.88	01-1000	\$	156.88
0000176908	0226	DOONAN TRUCK & EQUIPMENT	VEH MAINT, VEH SUPP-SANIT	77571	\$	260.13	20-4500	\$	260.13
0000176909	2495	ELLIOTT EQUIPMENT CO	EQUIP SUPP, VEH SUPP-SANIT	77572	\$	2,059.30	20-4500	\$	1,641.94
							40-6200	\$	417.36
0000176963	0168	EMPRISE BANK	FWTH-P/R 4/13/22	77573	\$	54,134.24	37-0000	\$	54,134.24
0000176910	3706	EVERGY	MONTHLY SERV	77574	\$	383.84	30-5200	\$	249.75
							40-6100	\$	64.65
							70-7100	\$	69.44
0000176911	0356	FASTENAL COMPANY	EQUIP MAINT-ELEC PROD	77575	\$	7.85	40-6200	\$	7.85
0000176912	3850	FILTRATION CORP OF AMERICA	EQUIP SPP-AP	77576	\$	113.58	70-7100	\$	113.58
0000177005	0199	GOI AUGUSTA	OTHER SERV, PROF SERV	77577	\$	4,125.00	05-3200	\$	750.00
							40-6100	\$	3,375.00
0000176913	1300	HALE'S SALES & SERVICE	EQUIP MAINT-PARKS	77578	\$	29.47	01-1500	\$	29.47
0000176914	1671	HAMPEL OIL DISTRIBUTORS, INC	OIL-WTR PROD	77579	\$	249.18	30-5200	\$	249.18
0000176967	0711	ICMA RETIREMENT TRUST-457	DEDUCTION-P/R 4/13/22	77580	\$	2,976.00	37-0000	\$	2,976.00
0000176988	9387	INSURANCE CENTER, INC	INS-ELEC ADMIN	77581	\$	14,159.00	40-6100	\$	14,159.00
0000176915	3183	ISERVE INC	BLDG&GRNDS MAINT-SAFETY	77582	\$	958.00	01-1300	\$	958.00

0000176989	1459	ITRON	IT SERVICES-WTR ADMIN,ELEC ADM	77583	\$	855.59	30-5100	\$	427.80
							40-6100	\$	427.79
0000177008	3614	JB LOCK AND KEY	BLDG&GRNDS MAINT-PARKS	77584	\$	105.00	01-1500	\$	105.00
0000176917	3853	JOE BRAVO AVIATION, LLC	REF FUEL PURCH -AP	77585	\$	343.65	70-0000	\$	343.65
0000176974	2476	JOHNSON'S DRY WALL EXPRESS	BLDG&GRNDS MAINT-ELEC DIST	77586	\$	400.00	40-6300	\$	400.00
0000176918	3855	JOSEPH BOONE	REF FUEL PURCH O/C-AP	77587	\$	171.65	70-0000	\$	171.65
0000176964	0303	K P E R S	KPERS-P/R 4/13/22	77588	\$	37,684.59	37-0000	\$	37,684.59
0000176962	0104	KANSAS EMPLOYMENT SECURITY FUND	DEDUCTION-P/R 4/13/22	77589	\$	1,162.36	09-3600	\$	701.84
							15-4100	\$	22.94
							20-4500	\$	48.17
							30-5100	\$	23.87
							30-5200	\$	74.15
							40-6100	\$	51.59
							40-6200	\$	68.15
							40-6300	\$	92.88
							50-7000	\$	47.33
							70-7100	\$	31.44
0000176984	0074	KANSAS GAS SERVICE	MONTHLY SERV	77590	\$	862.67	01-1400	\$	768.49
							40-6200	\$	94.18
0000176920	1349	KANSAS MUNICIPAL ENERGY AGENCY	MEMBERSHIPS&DUES-ELEC PROD	77591	\$	1,070.00	40-6200	\$	1,070.00
0000176919	0277	KANSAS MUNICIPAL UTILITIES INC	EDUC-ELEC PROD, ELEC DIST	77592	\$	4,840.00	40-6200	\$	1,500.00
							40-6300	\$	3,340.00
0000177000	5055	KANSAS MUSEUM OF MILITARY HISTORY	UTILITY BILL DONATIONS	77593	\$	28.00	71-0000	\$	28.00
0000176953	2007	KANSAS ONE-CALL SYSTEMS, INC	MONTHLY SERV	77594	\$	152.40	30-5100	\$	76.20
							40-6100	\$	76.20
0000176970	0813	KANSAS PAYMENT CENTER	DEDUCTION-P/R 4/13/22	77595	\$	426.47	37-0000	\$	426.47
0000176952	2368	KANSAS REGISTER	COST OF ISSUANCE-ST SALES TAX	77596	\$	112.00	12-3900	\$	112.00
0000176922	3856	KEVIN MILLER	REFUND O/C FUEL -AP	77597	\$	27.24	70-0000	\$	27.24
0000176992	1693	KEY EQUIPMENT & SUPPLY CO	EQUIP SUPP-SPCC	77598	\$	595.00	15-4100	\$	595.00
0000176925	0062	KS DEPARTMENT OF REVENUE	MARCH SALES TAX	77599	\$	34,476.23	20-4500	\$	8.17
							40-6100	\$	7,268.48
							53-8500	\$	24,590.55
							70-7100	\$	2,609.03
0000176926	0297		MARCH USE TAX	77600	\$	1,839.40	40-6100	\$	1,839.40
0000176960	0065	KS DEPT OF HEALTH & ENVIRONMENTAL I	PROF SERV-WTR PROD	77601	\$	870.00	30-5200	\$	870.00
0000176965	0106	KS DEPT OF REVENUE	ST WTH-P/R 4/13/22	77602	\$	9,107.00	37-0000	\$	9,107.00
0000176921	0827	KS DEPT OF REVENUE-MOTOR VEHICLE DI	DRIVING RECORD FEES-SAFETY	77603	\$	135.00	01-1300	\$	135.00
0000176949	0110	LEAGUE OF KS. MUNICIPALITIES	PROF SERV-COM DEVE	77604	\$	100.00	01-1200	\$	100.00
0000176973	2548	LEGALSHIELD	DEDUCTION-P/R 4/13/22	77605	\$	262.59	37-0000	\$	262.59
0000176924	3852	LINE-X OF WICHITA	VEH SUPP-WTR PROD	77606	\$	650.00	30-5200	\$	650.00
0000176923	3596	LUCAS PUBLISHING CO	PRINTING&ADV-SAF, ANIMAL CONTR	77607	\$	64.22	01-1300	\$	32.11
							01-1800	\$	32.11
0000176983	1634	MAXIMUM OUTDOOR EQUIPMENT & SER	BLDG&GRNDS SUPP-ELEC PROD	77608	\$	53.73	40-6200	\$	53.73
0000176997	3857	MID AMERICA EXTERIORS LLC	CONST-WTR PROD	77609	\$	3,000.00	30-5200	\$	3,000.00
0000176927	3834	MIDWEST TRAINING AND CONSULTING SI	PROF SERV-ELEC PROD	77610	\$	600.00	40-6200	\$	600.00
0000176990	3904	MIKE JOHNSON SALES, INC	OFC SUPP-WTR ADMIN, ELEC ADMIN	77611	\$	342.18	30-5100	\$	171.09
							40-6100	\$	171.09
0000176996	3829	MUNICIPAL SUPPLY INC OF WICHITA	WTR REPAIR SUP-WTR PROD	77612	\$	1,543.72	30-5200	\$	1,543.72
0000176928	3268	NATIONAL SCREENING BUREAU	OTHER SERV, PROF SERV-SFL, SAN	77613	\$	251.50	01-1600	\$	39.50
							01-1900	\$	42.00
							20-4500	\$	85.00
							40-6200	\$	85.00
0000176986	3823	NAVIGATE WELLNESS, LLC	WELLNESS-ALL DEPTS	77614	\$	3,624.99	09-3600	\$	3,624.99
0000176932	0023	O'REILLY AUTOMOTIVE INC	OIL, EQUIP MAINT, VEH SUPP-ALL	77615	\$	212.50	01-1500	\$	10.99
							01-1600	\$	14.87
							15-4100	\$	22.75
							40-6100	\$	13.99
							40-6300	\$	149.90
0000176975	0124	PACE ANALYTICAL	PROF SERV-WW	77616	\$	1,805.00	50-7000	\$	1,805.00
0000176931	3849	PLAY BY DESIGN	BLDG&GRNDS MAINT-SP PARKS	77617	\$	2,480.00	06-3300	\$	2,480.00
0000176930	1090	POWERPLAN	VEH MAINT-WTR PROD	77618	\$	27.90	30-5200	\$	27.90
0000176929	2782	PROFESSIONAL TURF PRODUCTS, LP	EQUIP MAINT-PARKS	77619	\$	90.02	01-1500	\$	90.02
0000176995	3682	PYE BARKER FIRE & SAFETY LLC	BLDG&GRNDS MAINT-ALL DEPTS	77620	\$	3,019.25	01-1000	\$	415.50
							01-1600	\$	190.50
							01-1900	\$	59.00

						20-4500	\$	232.25
						30-5200	\$	146.00
						40-6200	\$	1,228.75
						40-6300	\$	294.00
						50-7000	\$	453.25
0000176933	3612	REGIONAL MEDIA CORPORATION	MONTHLY SERV	77621	\$	138.25	01-1600	\$ 138.25
0000176934	3423	ROCK CONCRETE INC	CONST-WTR PROD	77622	\$	2,790.00	30-5200	\$ 2,790.00
0000176935	0204	SALINA SUPPLY CO	WTR REPAIR SUPP-WTR PROD	77623	\$	1,467.68	30-5200	\$ 1,467.68
0000176937	0676	SMITH & LOVELESS, INC	EQUIP SUPP-WW	77624	\$	236.78	50-7000	\$ 236.78
0000177004	0657	SOUTHWIND OIL CORP	FUEL, DIESEL FUEL-ALL DEPTS	77625	\$	3,648.39	01-1200	\$ 79.46
							01-1500	\$ 554.90
							01-1600	\$ 1,131.30
							01-1900	\$ 94.92
							15-4100	\$ 484.89
							20-4500	\$ 400.38
							30-5100	\$ 51.23
							30-5200	\$ 407.72
							40-6100	\$ 51.22
							50-7000	\$ 392.37
0000176938	3854	SPENCER WININGER	REFUND FUEL O/C-AP	77626	\$	58.82	70-0000	\$ 58.82
0000176968	3638	STANDARD INSURANCE COMPANY	DEDUCTION-P/R 4/13/22	77627	\$	696.01	37-0000	\$ 696.01
0000176959	0195	STANION WHOLESALE ELEC CO	ELEC REP SUPP-ELEC DIST	77628	\$	2,268.45	40-6200	\$ 643.69
							40-6300	\$ 1,624.76
0000176957	1409	STAPLES BUSINESS ADVANTAGE	OFC SUPP-ALL DEPTS	77629	\$	163.74	01-1100	\$ 18.00
							30-5100	\$ 57.49
							40-6100	\$ 88.25
0000176939	3471	TIRE DEALER'S WAREHOUSE	EQUIP SUPP-CEMTERY	77630	\$	193.73	01-1900	\$ 193.73
0000176999	3569	TKFAST, INC	OFC SUPP, IT SERV-ALL DEPTS	77631	\$	6,996.50	01-1000	\$ 393.61
							01-1100	\$ 60.82
							01-1200	\$ 161.64
							01-1300	\$ 1,210.17
							01-1350	\$ 44.41
							01-1400	\$ 84.82
							01-1500	\$ 44.41
							01-1600	\$ 64.82
							01-1800	\$ 44.41
							01-1900	\$ 44.41
							20-4500	\$ 453.85
							30-5100	\$ 455.09
							30-5200	\$ 234.46
							40-6100	\$ 539.50
							40-6200	\$ 2,633.82
							40-6300	\$ 89.23
							50-7000	\$ 413.03
							70-7100	\$ 24.00
0000176978	9382	TOTAL CONTROL SYSTEMS, INC	PROF SERV-WW	77632	\$	2,295.00	50-7000	\$ 2,295.00
0000176943	1582	TRACTOR SUPPLY CREDIT PLAN	EQUIP SUPP-AP	77633	\$	185.94	70-7100	\$ 185.94
0000176940	0880	TRAILERS & HITCHES, INC	VEH MAINT-WTR PROD	77634	\$	277.98	30-5200	\$ 277.98
0000176942	2589	TRANSUNION RISK AND ALTERNATIVE DA	PROF SERV-SAFETY	77635	\$	75.00	01-1300	\$ 75.00
0000176961	2180	U.S. BANK EQUIPMENT FINANCE	EQUIP LEASING-AP, COMM DEVE	77636	\$	604.06	01-1200	\$ 426.28
							70-7100	\$ 177.78
0000176944	3683	UTILITY SAFETY AND DESIGN INC	GAS UTILITY-ELEC PROD	77637	\$	1,330.00	40-6200	\$ 1,330.00
0000176994	1127	VERIZON WIRELESS	MONTHLY SERV-WW	77638	\$	360.09	50-7000	\$ 360.09
0000176948	0359	WESCO DISTRIBUTION, INC-4395-01	ELEC REPAIR SUPP-ELEC DIST	77639	\$	13,339.54	40-6300	\$ 13,339.54
0000176985	2153	WEX	FUEL-SAF, ANIMAL CONTROL	77640	\$	3,292.22	01-1300	\$ 3,033.63
							01-1800	\$ 258.59
0000177009	1842	WICHITA STATE UNIVERSITY	MEMBERSHIP&DUES-ELEC ADMIN	77641	\$	100.00	40-6100	\$ 100.00
0000176945	1167	WICHITA WINWATER WORKS	WTR REP SUPP-WTR PROD	77642	\$	2,441.75	30-5200	\$ 2,441.75
0000176947	0102	WILLIAMSON PLUMBING, INC	BLDG&GRNDS MAINT-ELEC DIST	77643	\$	199.26	40-6300	\$ 199.26
0000177007	2414	WINZER CORPORATION	EQUIP MAINT-ELEC PROD	77644	\$	177.87	40-6200	\$ 177.87
							TOTAL	\$ 341,261.53

ORD 4 (04/13/2022) A/P WARRENT REGISTER SUMMARY BY FUND & DEPT
 For checks after: 3/31/2022

Fund	Dept	Description	Dept-Amt	Fund Total
01	0000	REVENUE		
01	1000	ADMINISTRATION	\$2,495.96	
01	1100	CITY CLERK	\$344.47	
01	1200	INSP	\$1,370.41	
01	1300	SAFETY	\$14,290.51	
01	1350	COURT	\$44.41	
01	1400	STREET	\$1,032.89	
01	1500	PARKS	\$3,442.90	
01	1600	SANTA FE LAKE	\$3,632.16	
01	1700	SWIMMING POOL	\$267.10	
01	1800	ANIMAL CONTROL	\$3,237.67	
01	1900	CEMETERY	\$670.97	
				\$30,829.45
02	2900	LIBRARY		
04	3100	SPECIAL ALCOHOL FUND		
05	3200	GUEST TAX	\$779.95	
				\$779.95
06	3300	SPECIAL PARK	\$13,680.00	
				\$13,680.00
08	3500	LIBR EMPL BENEFIT		
09	3600	EMPLOYEE BENEFIT	\$4,326.83	
				\$4,326.83
12	3900	STREET SALES TAX	\$112.00	
				\$112.00
13	0000	REVENUE		
13	2430	CID APPROPRIATION		
15	4100	SPECIAL CITY/COUNTY	\$2,705.56	
				\$2,705.56
16	4200	CAPITAL IMPROVEMENTS		
17	4390	E-COMM/API LOANS		
20	4500	REFUSE	\$18,176.71	
				\$18,176.71
23	5000	SANITATION BOND/INT		
24	2440	EMERG COMM (2012)	\$1,881.36	
				\$1,881.36
30	5100	WATER ADMINISTRATION	\$1,262.77	
30	5200	WATER PROD	\$19,320.64	
				\$20,583.41
33	5500	WTR BONDS P&I		
34	3410	KDHE WATER LOAN		
36	3650	SALES TAX WTRLN IMPS		
37	0000	REVENUE	\$109,395.48	
				\$109,395.48
39	3950	EMP HEALTH INSURANCE		
40	0000	REVENUE		
40	6100	ELECTIRC ADMINISTRAT	\$29,560.62	
40	6200	ELECTRIC PRODUCTION	\$46,990.44	
40	6300	ELECTRIC DISTRIBUTIO	\$23,120.59	
				\$99,671.65
41	6800	ELEC RESERVE		

A/P WARRENT REGISTER SUMMARY BY FUND & DEPT
 For checks after: 3/31/2022

Fund	Dept	Description	Dept-Amt	Fund Total
49	4950	WASTEWTR TREATMENT		
50	7000	WASTEWATER	\$9,051.58	\$9,051.58
52	6400	CORP LEVEE		
53	8500	SALES TAX	\$24,590.55	\$24,590.55
56	5610	2016 PRIDE&PROGRESS		
60	7500	BOND & INTEREST		
70	0000	REVENUE	\$601.36	
70	7100	AUGUSTA AIRPORT	\$4,741.64	\$5,343.00
71	0000	REVENUE	\$134.00	\$134.00
			Total:	\$341,261.53

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Transaction History for 04/01/2022

Transactions

Trans Date	Post Date	Transaction Description	Amount
03/17/22	03/17/22	CK PAYMENT THANK YOU KANSAS CITY MO	\$-5,605.08
		TOTAL 4715625206000004 \$5,605.08-	
03/06/22	03/07/22	CLOUD COVER MUSIC JBIRCH@CLOUDCCA	\$29.95
		MCC: 5968 MERCHANT ZIP: 90245	
		SALES TAX: \$ 0.00 TAX INCLUDED: 2	
		CUSTOMER CODE: 270267	
03/07/22	03/08/22	THE WICHITA EAGLE 800-200-8906 CA	\$15.99
		MCC: 5968 MERCHANT ZIP: 95816	
		SALES TAX: \$ 0.00 TAX INCLUDED: 2	
		CUSTOMER CODE: 63202203070817497	
03/27/22	03/28/22	Alchemer LLC 720-4962990 CO	\$300.00
		MCC: 8999 MERCHANT ZIP: 80027	
		SALES TAX: \$ 0.00 TAX INCLUDED: 0	
03/28/22	03/29/22	PLASTIC CARD FACTORY INC 561-202-9820 FL	\$235.63
		MCC: 7333 MERCHANT ZIP: 33461	
		SALES TAX: \$ 0.00 TAX INCLUDED: 0	
03/30/22	03/31/22	EMBED SOCIAL PATRICH BG	\$19.00
		MCC: 5045 MERCHANT ZIP:	
		JOSH SHAW	
		TOTAL \$600.57	
03/15/22	03/16/22	KS.GOV PAYMENT TOPEKA KS	\$56.38
		MCC: 9399 MERCHANT ZIP: 66603	
		SALES TAX: \$ 4.73 TAX INCLUDED: 1	
03/17/22	03/20/22	HEART OF AMERICA CHAPTER 913-573-8628 KS	\$180.00
		MCC: 8398 MERCHANT ZIP: 67401	
		SALES TAX: \$ 0.00 TAX INCLUDED:	
03/17/22	03/20/22	HOMEDPOT.COM 800-430-3376 GA	\$79.80
		MCC: 5200 MERCHANT ZIP: 30339	
		SALES TAX: \$ 0.00 TAX INCLUDED: 0	
		CUSTOMER CODE: WP29429732	
03/22/22	03/23/22	AMZN Mktp US*1N3E20T2Z Amzn.com/billWA	\$26.88
		MCC: 5942 MERCHANT ZIP: 98109	
		SALES TAX: \$ 0.00 TAX INCLUDED: 2	
		CUSTOMER CODE: Santa Fe Lake	
		SUSAN SMITH	
		TOTAL \$343.06	
03/01/22	03/02/22	COLUMN HTTPSCOLUMN.UDC	\$173.40
		MCC: 7399 MERCHANT ZIP: 20036	
		SALES TAX: \$ 0.00 TAX INCLUDED: 0	
03/05/22	03/06/22	WWW.1AND1.COM 877-461-2631 PA	\$27.71
		MCC: 4816 MERCHANT ZIP: 19087	
		SALES TAX: \$ 1.57 TAX INCLUDED: 1	
		CUSTOMER CODE: CUST. K1980448987	
03/24/22	03/25/22	COLUMN HTTPSCOLUMN.UDC	\$265.65
		MCC: 7399 MERCHANT ZIP: 20036	
		SALES TAX: \$ 0.00 TAX INCLUDED: 0	

05-3200-4265

01-1000-4220

01-1000-4265

01-1700-4245

01-1000-4265

01-200-4229

01-1200-4210

01-1900-4260

01-1600-4301

40-6100-4245

40-6100-4259

01-1160-4245

Trans Date	Post Date	Transaction Description	Amount	
03/30/22	03/31/22	WWW.1AND1.COM 877-461-2631 PA	\$27.71	40-6100-4259
		MCC: 4816 MERCHANT ZIP: 19087		
		SALES TAX: \$ 1.57 TAX INCLUDED: 1		
		CUSTOMER CODE: CUST. K1980448987		
		ERICA JONES		
		TOTAL	\$494.47	
03/03/22	03/06/22	HOLIDAY INN OVERLAND PAR OVERLAND PARKKS	\$350.76	01-1500-4210
		MCC: 3501 MERCHANT ZIP: 66214		
		LODGING CHECK-IN DATE: 02/28/22		
		SALES TAX: \$ 0.00 TAX INCLUDED:		
03/10/22	03/11/22	JOBTARGET 860-440-0635 CT	\$144.00	01-1200-4225
		MCC: 7361 MERCHANT ZIP: 06901		
		SALES TAX: \$ 0.00 TAX INCLUDED: 0		
		CODY SIMS		
		TOTAL	\$494.76	
03/29/22	03/30/22	VISTAPRINT 866-207-4955 MA	\$583.39	40-6100-4245
		MCC: 2741 MERCHANT ZIP: 02451		
		SALES TAX: \$ 0.00 TAX INCLUDED: 0		
03/31/22	04/01/22	AMZN Mktp US*162H392P0 Amzn.com/billWA	\$31.83	40-6100-4335
		MCC: 5942 MERCHANT ZIP: 98109		
		SALES TAX: \$ 0.00 TAX INCLUDED: 2		
		CUSTOMER CODE: 114-1606075-20594		
		MAKALA NAVARRO		
		TOTAL	\$615.22	
03/08/22	03/09/22	USPS PO 1905830591 AUGUSTA KS	\$19.80	30-5200-4225
		MCC: 9402 MERCHANT ZIP: 67010		
		SALES TAX: \$ 0.00 TAX INCLUDED: 2		
		CUSTOMER CODE: None		
03/22/22	03/23/22	USPS PO 1905830591 AUGUSTA KS	\$9.25	30-5200-4225
		MCC: 9402 MERCHANT ZIP: 67010		
		SALES TAX: \$ 0.00 TAX INCLUDED: 2		
		CUSTOMER CODE: None		
		BRANDON GREEN		
		TOTAL	\$29.05	
03/04/22	03/06/22	AMZN Mktp US*1I9QM3R12 Amzn.com/billWA	\$104.45	40-6200-4256
		MCC: 5942 MERCHANT ZIP: 98109		
		SALES TAX: \$ 8.18 TAX INCLUDED: 1		
		CUSTOMER CODE: 114-7315459-95402		
03/09/22	03/10/22	HARBOR FREIGHT TOOLS882 WICHITA KS	\$25.77	40-6200-4330
		MCC: 5251 MERCHANT ZIP: 67226		
		SALES TAX: \$ 1.80 TAX INCLUDED: 1		
03/10/22	03/11/22	PAYPAL *EBAY US 402-935-7733 CA	\$238.74	20-4500-4315
		MCC: 5311 MERCHANT ZIP: 95131		
		SALES TAX: \$ 0.00 TAX INCLUDED: 0		
03/14/22	03/15/22	PAYPAL *EBAY US 402-935-7733 CA	\$568.52	40-6200-4256
		MCC: 5311 MERCHANT ZIP: 95131		
		SALES TAX: \$ 0.00 TAX INCLUDED: 0		
03/15/22	03/16/22	EL DORADO ACE HDWE EL DORADO KS	\$96.72	40-6200-4256
		MCC: 5251 MERCHANT ZIP: 67042		
		SALES TAX: \$ 6.75 TAX INCLUDED: 1		
		CUSTOMER CODE: 060698		
03/18/22	03/20/22	PAYPAL *EBAY US 402-935-7733 CA	\$595.67	40-6200-4316
		MCC: 5311 MERCHANT ZIP: 95131		

Trans Date	Post Date	Transaction Description	Amount	
		SALES TAX: \$ 0.00 TAX INCLUDED: 0		
03/18/22	03/20/22	AMZN Mktp US*1N28M1571 Amzn.com/billWA	\$23.86	40-6200-4256
		MCC: 5942 MERCHANT ZIP: 98109		
		SALES TAX: \$ 1.87 TAX INCLUDED: 1		
		CUSTOMER CODE: 114-8882448-55322		
03/18/22	03/20/22	AMZN Mktp US*1N9KO45M1 Amzn.com/billWA	\$41.18	40-6200-4260
		MCC: 5942 MERCHANT ZIP: 98109		
		SALES TAX: \$ 3.23 TAX INCLUDED: 1		
		CUSTOMER CODE: 114-5383264-55770		
03/22/22	03/23/22	HARBOR FREIGHT TOOLS 75 WICHITA KS	\$261.17	40-6200-4256
		MCC: 5251 MERCHANT ZIP: 67217		
		SALES TAX: \$ 18.22 TAX INCLUDED: 1		
03/22/22	03/23/22	PAYPAL *EBAY US 402-935-7733 CA	\$433.99	40-6200-4316
		MCC: 5311 MERCHANT ZIP: 95131		
		SALES TAX: \$ 0.00 TAX INCLUDED: 0		
03/22/22	03/23/22	AMZN Mktp US*167U37C41 Amzn.com/billWA	\$17.35	40-6200-4316
		MCC: 5942 MERCHANT ZIP: 98109		
		SALES TAX: \$ 1.36 TAX INCLUDED: 1		
		CUSTOMER CODE: 114-7112167-96506		
03/22/22	03/23/22	LOWES #01547* WICHITA KS	\$921.28	40-6200-4260
		MCC: 5200 MERCHANT ZIP: 67207		
		SALES TAX: \$ 64.28 TAX INCLUDED: 1		
		CUSTOMER CODE: gim		
03/24/22	03/24/22	AMZN Mktp US*160OM6TG1 Amzn.com/billWA	\$19.48	40-6200-4260
		MCC: 5942 MERCHANT ZIP: 98109		
		SALES TAX: \$ 1.53 TAX INCLUDED: 1		
		CUSTOMER CODE: 114-1928711-62898		
03/31/22	04/01/22	CAMLOCKDIRECTCOM CAMLOCKDIRECTNC	\$276.06	40-6200-4420
		MCC: 5999 MERCHANT ZIP: 28117		
		SALES TAX: \$ 21.63 TAX INCLUDED: 1		
04/01/22	04/01/22	AMZN Mktp US*167BX89D0 Amzn.com/billWA	\$75.94	40-6200-4256
		MCC: 5942 MERCHANT ZIP: 98109		
		SALES TAX: \$ 5.95 TAX INCLUDED: 1		
		CUSTOMER CODE: 114-3264249-69466		
		JAMES SUTTON		
		TOTAL \$3,700.18		
03/27/22	03/28/22	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$79.98	01-1000-4265
		MCC: 4814 MERCHANT ZIP: 95113		
		SALES TAX: \$ 0.00 TAX INCLUDED: 0		
		SUSANNA GEIGER		
		TOTAL 3 \$79.98		
03/03/22	03/06/22	MENARDS WICHITA EAST KS WICHITA KS	\$843.83	40-6300-4260
		MCC: 5200 MERCHANT ZIP: 67226		
		SALES TAX: \$ 58.87 TAX INCLUDED: 1		
		CUSTOMER CODE: 0		
03/08/22	03/09/22	TSE INTERNATIONAL 318-9292368 LA	\$359.36	40-6300-4256
		MCC: 5085 MERCHANT ZIP: 71107		
		SALES TAX: \$ 0.00 TAX INCLUDED: 2		
		CUSTOMER CODE: Credit Card		
03/23/22	03/25/22	SUTHERLANDS 2302 EL DORADO KS	\$644.00	40-6300-4321
		MCC: 5211 MERCHANT ZIP:		
		DAVID WARNER		
		TOTAL 11,847.19		
03/10/22	03/11/22	NRPA OPERATING 703-858-2183 VA	\$325.49	01-1500-4260

Trans Date	Post Date	Transaction Description	Amount	
		MCC: 9399 MERCHANT ZIP: 20148		
		SALES TAX: \$ 0.00 TAX INCLUDED: 2		
03/10/22	03/11/22	KANSAS RECREATION & PARK 785-2356533 KS	\$200.00	01-1500-4220
		MCC: 8398 MERCHANT ZIP: 66044		
		SALES TAX: \$ 0.00 TAX INCLUDED: 2		
		CUSTOMER CODE: 6oUMdsCCTeGFBRvO		
03/17/22	03/20/22	CAVENDER'S BOOT CITY #80 WICHITA KS	\$139.99	01-1500-4305
		MCC: 5661 MERCHANT ZIP: 67226		
		SALES TAX: \$ 9.77 TAX INCLUDED: 1		
		CUSTOMER CODE: 4258872021		
03/22/22	03/23/22	BELL WELDING MACHINE WICHITA KS	\$683.72	01-1500-4256
		MCC: 1799 MERCHANT ZIP: 67211		
		SALES TAX: \$ 0.00 TAX INCLUDED: 2		
		CUSTOMER CODE: 552		
		BRIAN ALFARO		
		TOTAL	\$1,349.20	
03/04/22	03/06/22	ATWOOD 47 ANDOVER ANDOVER KS	\$109.97	01-1600-4305
		MCC: 5251 MERCHANT ZIP: 67002		
		SALES TAX: \$ 7.67 TAX INCLUDED: 1		
		CUSTOMER CODE: 033860		
03/07/22	03/08/22	WIX.COM*984553009 800-6000949 NY	\$276.00	01-1600-4201
		MCC: 4816 MERCHANT ZIP: 10011		
		SALES TAX: \$ 0.00 TAX INCLUDED:		
03/22/22	03/23/22	PRESSURE WASHER SALES & WICHITA KS	\$109.00	01-1600-4335
		MCC: 7349 MERCHANT ZIP: 67213		
		SALES TAX: \$ 5.45 TAX INCLUDED: 1		
		CUSTOMER CODE: 449937105		
03/24/22	03/25/22	BICYCLE X-CHANGE WICHITA KS	\$139.98	01-1600-4265
		MCC: 5940 MERCHANT ZIP: 67203		
		SALES TAX: \$ 0.00 TAX INCLUDED: 2		
		RODNEY DAVIS		
		TOTAL	\$634.95	
03/08/22	03/09/22	DOORKING INC 310-645-0023 CA	\$41.95	50-7000-4201
		MCC: 5072 MERCHANT ZIP: 90301		
		SALES TAX: \$ 0.00 TAX INCLUDED: 0		
03/09/22	03/10/22	USPS PO 1905830591 AUGUSTA KS	\$72.35	50-7000-4256
		MCC: 9402 MERCHANT ZIP: 67010		
		SALES TAX: \$ 0.00 TAX INCLUDED: 2		
		CUSTOMER CODE: None		
03/09/22	03/10/22	IN *NASSCO, INC. 301-6242400 MD	\$1,075.00	50-7000-4210
		MCC: 8641 MERCHANT ZIP: 21703		
		SALES TAX: \$ 0.00 TAX INCLUDED: 2		
		CUSTOMER CODE: 91590		
03/10/22	03/11/22	FAIRFIELD INN & SUITES MCPHERSON KS	\$94.40	50-7000-4210
		MCC: 3715 MERCHANT ZIP: 67460		
		LODGING CHECK-IN DATE: 03/10/22		
		SALES TAX: \$ 0.00 TAX INCLUDED: 2		
		CUSTOMER CODE: 000000000000000000		
		SHANE NOLAND		
		TOTAL	\$1,283.70	
03/21/22	03/22/22	In The Bag Cleaners 316-2180524 KS	\$19.28	01-1300-4266
		MCC: 7216 MERCHANT ZIP: 67002		
		SALES TAX: \$ 0.00 TAX INCLUDED:		

Trans Date	Post Date	Transaction Description	Amount	
03/22/22	03/23/22	In The Bag Cleaners 316-2180524 KS MCC: 7216 MERCHANT ZIP: 67002 SALES TAX: \$ 0.00 TAX INCLUDED:	\$25.90	01-1300-4266
03/30/22	03/31/22	In The Bag Cleaners 316-2180524 KS MCC: 7216 MERCHANT ZIP: 67002 SALES TAX: \$ 0.00 TAX INCLUDED: PUBLIC SAFETY TOTAL \$59.98	\$14.80	01-1300-4266
03/03/22	03/06/22	OFFICEMAX/OFFICEDEPT#6874800-463-3768 KS MCC: 5965 MERCHANT ZIP: 66111 SALES TAX: \$ 0.00 TAX INCLUDED: 2	\$94.74	01-1300-4301
03/03/22	03/06/22	OFFICEMAX/OFFICEDEPT#6874800-463-3768 KS MCC: 5965 MERCHANT ZIP: 66111 SALES TAX: \$ 0.00 TAX INCLUDED: 2	\$22.99	01-1300-4301
03/04/22	03/06/22	OFFICEMAX/OFFICEDEPT#6874800-463-3768 KS MCC: 5965 MERCHANT ZIP: 66111 SALES TAX: \$ 0.00 TAX INCLUDED: 2	\$9.76	01-1300-4301
03/04/22	03/06/22	ANIMAL CARE EQUIPMENT AND303-2988892 CO MCC: 5995 MERCHANT ZIP: 80020 SALES TAX: \$ 0.00 TAX INCLUDED: 2 CUSTOMER CODE: 43251568072	\$81.32	01-1800-4315
03/04/22	03/06/22	AMZN Mktpl US*1W2TE8M10 Amzn.com/billWA MCC: 5942 MERCHANT ZIP: 98109 SALES TAX: \$ 0.00 TAX INCLUDED: 2 CUSTOMER CODE: 114-4097407-77242	\$55.86	01-1300-4335
03/07/22	03/08/22	AMZN Mktpl US*1Z4FQ4L51 Amzn.com/billWA MCC: 5942 MERCHANT ZIP: 98109 SALES TAX: \$ 0.00 TAX INCLUDED: 2 CUSTOMER CODE: 114-9625150-07490	\$84.55	01-1300-4316
03/07/22	03/09/22	OFFICEMAX/OFFICEDEPT#6874800-463-3768 KS MCC: 5965 MERCHANT ZIP: 66111 SALES TAX: \$ 0.00 TAX INCLUDED: 2	\$5.69	01-1300-4301
03/23/22	03/24/22	AMZN Mktpl US*165XC9Z11 Amzn.com/billWA MCC: 5942 MERCHANT ZIP: 98109 SALES TAX: \$ 0.00 TAX INCLUDED: 2 CUSTOMER CODE: 114-5341786-33978	\$17.50	01-1300-4202
03/22/22	03/25/22	WALMART.COM AA 800-966-6546 AR MCC: 5310 MERCHANT ZIP: 72716 SALES TAX: \$ 0.00 TAX INCLUDED:	\$29.52	01-1300-4257
03/23/22	03/25/22	WALMART.COM AA 800-966-6546 AR MCC: 5310 MERCHANT ZIP: 72716 SALES TAX: \$ 0.00 TAX INCLUDED:	\$359.97	01-1300-4257
03/24/22	03/25/22	RYKER ARMS WICHITA KS MCC: 5941 MERCHANT ZIP: 67207 SALES TAX: \$ 0.00 TAX INCLUDED: 0	\$15.45	01-1300-4335
03/26/22	03/27/22	AMZN Mktpl US*1N8S592V2 Amzn.com/billWA MCC: 5942 MERCHANT ZIP: 98109 SALES TAX: \$ 0.00 TAX INCLUDED: 2 CUSTOMER CODE: 102's Car	\$44.99	01-1300-4315
03/30/22	03/31/22	AMZN Mktpl US*163O948B0 Amzn.com/billWA MCC: 5942 MERCHANT ZIP: 98109 SALES TAX: \$ 0.00 TAX INCLUDED: 2 CUSTOMER CODE: 112-4829680-44842 CAELI LEMKE	\$47.95	01-1300-4316

Trans Date	Post Date	Transaction Description	Amount	
		TOTAL	\$870.29	
03/18/22	03/20/22	AMZN MKTP US*1N0659MG1 AMAMZN.COM/BILLWA	\$244.98	70-7100-4316
		MCC: 5942 MERCHANT ZIP: 98109		
		SALES TAX: \$ 0.00 TAX INCLUDED: 2		
		CUSTOMER CODE: AIRPORT		
03/23/22	03/23/22	AMZN Mktp US*1N4MB8620 Amzn.com/billWA	\$30.47	70-7100-4316
		MCC: 5942 MERCHANT ZIP: 98109		
		SALES TAX: \$ 0.00 TAX INCLUDED: 2		
		CUSTOMER CODE: Airport		
03/27/22	03/28/22	AMAZON.COM*1N88Q8IU2 AMZNAMZN.COM/BILLWA	\$31.14	70-7100-4301
		MCC: 5942 MERCHANT ZIP: 98109		
		SALES TAX: \$ 0.00 TAX INCLUDED: 2		
		CUSTOMER CODE: AIRPORT		
03/30/22	03/31/22	AMAZON.COM*1639R7QV0 AMZNAMZN.COM/BILLWA	\$331.75	70-7100-4316
		MCC: 5942 MERCHANT ZIP: 98109		
		SALES TAX: \$ 0.00 TAX INCLUDED: 2		
		CUSTOMER CODE: AIRPORT		
		RAY SEIF		
		TOTAL	\$638.34	
03/15/22	03/16/22	AMZN MKTP US*1N31M5LY1 AMAMZN.COM/BILLWA	\$377.29	01-1300-4316
		MCC: 5942 MERCHANT ZIP: 98109		
		SALES TAX: \$ 0.00 TAX INCLUDED: 2		
		CUSTOMER CODE: 114-6674083-16850		
03/28/22	03/30/22	SUGAR SHANES CAFE 316-2011099 KS	\$62.87	01-1300-4335
		MCC: 5812 MERCHANT ZIP: 67010		
		SALES TAX: \$ 0.00 TAX INCLUDED: 2		
		CUSTOMER CODE: 0000158444		
03/29/22	03/30/22	EXPEDIA 72276004421412 EXPEDIA.COM WA	\$1,544.01	01-1300-4210
		MCC: 4722 MERCHANT ZIP: 98119		
		SALES TAX: \$ 0.00 TAX INCLUDED: 2		
		CUSTOMER CODE: 0		
		TODD ACKERMAN		
		TOTAL	\$1,984.17	

PROCLAMATION

WHEREAS, Americans are served every single day by public servants at the federal, state, county and city levels. These unsung heroes do the work that keeps our nation working. Their tireless efforts are especially critical today during the COVID-19 pandemic; and

WHEREAS, Public employees take not only jobs, but oaths; and

WHEREAS, Many public servants, including military personnel, police officers, firefighters, border patrol officers, embassy employees, health care professionals and others, risk their lives each day in service to the people of the United States and around the world; and

WHEREAS, Public servants include teachers, doctors and scientists. . .train conductors and astronauts . . . nurses and safety inspectors . . . laborers, computer technicians and social workers . . and countless other occupations. Day in and day out they provide the diverse services demanded by the American people of their government with efficiency and integrity; and

WHEREAS, Without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials;

NOW, THEREFORE, *I, Mike Rawlings, Mayor of the City of Augusta, Kansas do hereby proclaim **May 1 to May 7, 2022** to be Public Service Recognition Week.* All citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels — federal, state, county and city.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of the City of Augusta, Kansas to be affixed this 18th day of April, 2022.*

Mike L. Rawlings, Mayor

ATTEST:

Erica Jones

PROCLAMATION

WHEREAS, water is our most valuable natural resource; and

WHEREAS, drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life our citizens enjoy; and

WHEREAS, tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, the hard work performed by the entire water sector, designing capital projects, operators ensuring the safety and quality of drinking water or a member of a pipe crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers' taps; and

WHEREAS, the coronavirus pandemic has shone a light on the importance of drinking water for health, hydration and hygiene needs; and

WHEREAS, we are all stewards of the water infrastructure upon which current and future generations depend; and

WHEREAS, the citizens of our city are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it;

NOW, THEREFORE, *I, Mike Rawlings, Mayor of the City of Augusta, Kansas do hereby proclaim **May 1 to May 7, 2022** as Drinking Water Week.*

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of the City of Augusta, Kansas to be affixed this 18th day of April, 2022.*

Mike L. Rawlings, Mayor

ATTEST:

Erica Jones



CITY OF AUGUSTA CITY COUNCIL AGENDA REPORT

Meeting Date: April 18, 2022

Department: Administration / Public Safety

Submitted By: Josh Shaw, City Manager

Prepared By: Josh Shaw, City Manager

Agenda Title: **Ordinance No. 2186 Regarding Proposed Special Purpose Vehicle Ordinance**

RECOMMENDED ACTION:

Consider approval of proposed ordinance amending Chapter 14 of City Code, creating Article 7 authorizing the operation of worksite utility vehicles, micro utility trucks, and golf carts on the streets within the corporate limits of the City of Augusta.

BACKGROUND:

At the previous meeting, the City Council reviewed the first draft of the special purpose vehicle ordinance allowing golf carts, micro-utility trucks, work-site utility vehicles, and all-terrain vehicles to be operated on city streets. The Council suggested several changes to the draft ordinance including the removal of all terrain vehicles (ATVs) from the list of allowed vehicle types. The revised ordinance is attached for the Council’s consideration and approval.

ANALYSIS:

The following changes were made in response to the City Council’s suggestions from the previous meeting:

- The Ordinance heading was adjusted to remove the STO Section 114.3 pertaining to ATVs since they were removed from the ordinance.
- All references to Ohio Street were removed and consolidated into Section 14-702(a). This section allows for operation in 30 mph zones on Ohio Street when crossing or making a connecting movement.
- Section 14-703(b) was added establishing a minimum age limit of 18 years of age to operate any special purpose vehicle within the corporate limits of the city.
- Section 14-705 was enhanced to better outline the requirements for registration, including the addition of lien holders’ names. 14-705(c) requires drivers to be licensed and provide

proof of liability insurance, proof that taxes have been paid, and implemented the Council's recommended payment structure of \$100 initial registration fee and \$50 annual license renewal fee.

If approved, the city will announce instructions for the registration process and prepare informational materials for the public to distribute as soon as the Department of Public Safety has registration forms and decals in stock to open the registration process.

FISCAL IMPACT/FUNDING SOURCE:

Staff does not know how many vehicles will register under this program, but we are ordering 100 decals to start. If all 100 decals are utilized, this will generate \$10,000 in the initial year of registration and \$5,000 annually. Since Public Safety will be the primary department impacted by this change, staff recommends that the revenue generated from this process be allocated annually to the Public Safety Equipment Reserve Fund.

Department Head Approval Date:

City Manager Approval Date: 4/12/2022

City Attorney Approval Date:

Attachments (*list in packet assembly order*):

1. Proposed Special Purpose Vehicles Ordinance No. 2186

THE CITY OF AUGUSTA, KANSAS

ORDINANCE NO. 2186

AN ORDINANCE AMENDING CHAPTER 14 OF THE CODE OF THE CITY OF AUGUSTA, CREATING ARTICLE 7 AUTHORIZING THE OPERATION OF WORK-SITE UTILITY VEHICLES, MICRO UTILITY TRUCKS, AND GOLF CARTS ON THE STREETS WITHIN THE CORPORATE LIMITS OF THE CITY OF AUGUSTA; PROVIDING FOR RELATED MATTERS, INCLUDING PENALTIES FOR VIOLATION THEREOF; AND, PROVIDING FOR THE REPEAL OF SECTION 14-108 OF CITY CODE, AS ADOPTED BY ORDINANCE NO. 2161, AND SECTIONS 114.2, 114.4, AND 114.5 OF THE 2021 STANDARD TRAFFIC ORDINANCE, AS ADOPTED BY ORDINANCE NO. 2179.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF AUGUSTA, KANSAS:

Section 1. Article 7 entitled “Special Purpose Vehicles” is hereby added to Chapter 14 of the City Code of the City of Augusta, Kansas as follows:

14-701. Definitions.

As used in this article, the following words and phrases shall have the meanings respectively ascribed to them in this section, except when the context requires otherwise.

(a) Golf Cart - means a motor vehicle that has not less than three wheels in contact with the ground, an unladen weight of not more than 1,800 pounds, is designed to be and is operated at not more than 25 miles per hour and is designed to carry not more than four persons including the driver.

(b) Work-Site Utility Vehicle - means any motor vehicle which is not less than 48 inches in width, has an unladen weight, including fuel and fluids, of more than 800 pounds and is equipped with four or more nonhighway tires, a steering wheel and bench or bucket-type seating allowing at least two people to sit side-by-side, and may be equipped with a bed or cargo box for hauling materials.

(c) Micro-Utility Truck - means any motor vehicle which is not less than 48 inches in width, has an overall length, including the bumper, of not more than 160 inches, has an unladen weight, including fuel and fluids, of more than 1,500 pounds, can exceed 40 miles per hour as originally manufactured and is manufactured with a metal cab.

(d) All-Terrain Vehicle - means any motorized nonhighway vehicle 55 inches or less in width measured from the outside of one tire rim to the outside of the other tire rim,

having a dry weight of 1,500 pounds or less and traveling on three or more nonhighway tires.

(e) Special purpose vehicle - means golf cart, work-site utility vehicle, micro-utility vehicle and all-terrain vehicle, either individually or collectively.

14-702. Operation of special purpose vehicles on city streets; special conditions and restrictions on operation.

(a) No special purpose vehicles may be operated on Ohio Street except in areas with a posted speed limit of 30 miles per hour or less, and only when crossing at an intersection or making a connecting movement between a drive entrance and the nearest accessible side street.

(b) Golf Carts may be operated upon the public highways, streets, roads and alleys within the corporate limits of the city, except as follows:

- (1) No golf cart may be operated upon any public highway, street, road and alley with a posted speed limit in excess of 30 miles per hour, however, that the provisions of this subsection shall not prohibit a golf cart from crossing any public highway, street, road or alley.
- (2) A golf cart shall be operated on any public street or highway only during the hours between sunrise and sunset, unless equipped with:
 - (a) Lights as required for motorcycles by Sections 183 through Section 188 of the Standard Traffic Ordinance; and
 - (b) A properly mounted slow-moving vehicle emblem as required by K.S.A. 8-1717, and amendments thereto. (K.S.A. 8-15,108)

(b) Micro-Utility Trucks may be operated upon the public highways, streets, roads and alleys within the corporate limits of the city, except as follows:

- (1) No micro-utility truck may be operated upon any public highway, street, road and alley with a posted speed limit in excess of 30 miles per hour, however, that the provisions of this subsection shall not prohibit a micro-utility truck from crossing any public highway, street, road or alley.
- (2) No micro-utility truck shall be operated on any public highway, street, road or alley unless such truck complies with the equipment requirements under Article 17 of Chapter 8 of the Kansas Statutes Annotated, and amendments thereto.

(c) Work-Site Utility Vehicles may be operated upon the public highways, streets, roads and alleys within the corporate limits of the city, except as follows:

- (1) No work-site utility vehicle may be operated upon any public highway, street road and alley with a posted speed limit in excess of 30 miles per hour, however, that the provisions of this subsection shall not prohibit a work-site utility vehicle from crossing any public highway, street, road or alley.
- (2) No work-site utility vehicle shall be operated upon any public highway, street, road or alley between sunset and sunrise unless such vehicle is equipped with lights as required for motor vehicles under Article 17 of Chapter 8 of the Kansas Statutes Annotated, and amendments thereto.

(d) In addition to any equipment required by this ordinance, work site utility vehicles, micro utility trucks, and golf carts shall be equipped with both a rear view mirror and at least one side view mirror.

(e) All special purpose vehicles shall comply with noise and muffler requirements as set forth in K.S.A. 8-1739, and amendments thereto.

14-703. Same; valid driver's license required; penalty; duties and responsibilities.

(a) No person shall operate a special purpose vehicle on any public highway, street, road or alley within the corporate limits of the city unless such person has a valid, unrestricted, driver's license. Violation of this section is punishable by a fine of not more than \$1,000 or by imprisonment for not more than six months or by both such fine and imprisonment.

(b) No person under 18 years of age shall operate any special purpose vehicle within the corporate limits of the city.

(c) All persons are required to wear seatbelts in all special purpose vehicles if originally equipped by the manufacturer.

(d) Every person operating a special purpose vehicle on the public highways, streets, roads and alleys of the city shall be subject to all of the duties applicable to a driver of a vehicle imposed by law.

14-704. Same; insurance required; penalty.

(a) Every owner of a special purpose vehicle shall provide liability coverage in accordance with the most current adopted Standard Traffic Ordinance, and amendments

thereto, and the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101, et seq., and amendments thereto.

(b) All provisions of the most current adopted Standard Traffic Ordinance with regards to liability insurance, and amendments thereto, including penalty provisions, shall be applicable to all owners and operators of special purpose vehicles.

14-705. Same; registration and license; fee; application; inspection; penalty.

(a) Before operating any special purpose vehicle on any public highway, street, road or alley within the corporate limits of the city, the vehicle shall be registered with the city and display a valid city-issued registration decal or tag affixed and displayed on the rear of the vehicle facing rear to be observed by law enforcement without the vehicle having to be stopped. The decal or tag issued by the City shall be valid through December 31 for the year for which it is issued.

(b) Application for registration of a special purpose vehicle shall be made by the owner, or owner's agent, at the Augusta Public Safety Department, 2100 N. Ohio, Augusta, KS 67010. The application shall be made upon forms provided by the city and each application shall contain the name of the owner, the owner's residential address, name of any lien holders, or bona fide place of business, a brief description of the vehicle to be registered (including color, make, model and serial number).

(c) Before the City will issue any annual registration license for a special purpose vehicle covered by this ordinance, owner of said vehicle must provide:

- (1) Current valid, unrestricted driver's license.
- (2) Proof of liability insurance, as required in Section 14-704, specifically listing the special purpose vehicle.
- (3) Proof that taxes have been paid on the special purpose vehicle by showing verification of assessment from the appraiser of the County where the registrant resides for the most recent year; if taxes have not yet been assessed on a recently purchased special purpose vehicle, then proof that taxes have been paid must be provided at time of registration renewal.
- (4) Payment of the initial registration fee of one hundred dollars (\$100) or the annual license renewal fee of fifty dollars (\$50).

(d) The registration decal or tag issued hereunder is not transferrable. In the event of sale or other transfer of ownership of a vehicle licensed under the provision of this section, the existing registration decal or tag and the right to use the numbered decal

or tag shall expire, and the decal or tag shall be removed by the owner. It is unlawful for any person other than the person to whom the license was originally issued to have the same in his possession.

(e) In the event a registration decal or tag is lost, stolen or destroyed, it is the responsibility of the owner and must be re-registered with a full license renewal fee of fifty dollars (\$50.00) before the Special Purpose vehicle may be operated on a public road.

(f) It is unlawful for any person to willfully or maliciously remove, destroy, mutilate or alter such registration decal or tag during the time in which the same is operative.

(g) It shall be unlawful for any person to:

- (1) Operate, or for the owner thereof knowingly to permit the operation, upon a public highway, street, road or alley within the corporate limits of the city a special purpose vehicle which is not registered and which does not have attached thereto and displayed thereon the registration decal or tag assigned thereto by the city.
- (2) Display, cause or permit to be displayed, or to have in possession, any registration receipt, registration license or registration decal knowing the same to be fictitious or to have been canceled, revoked, suspended or altered. A violation of this subsection (2) shall constitute an unclassified misdemeanor punishable by a fine of not less than \$50.00 and forfeiture of the item. A mandatory court appearance shall be required of any person violating this subsection.
- (3) Lend to or knowingly permit the use by one not entitled thereto any registration receipt, registration license plate or registration decal issued to the person so lending or permitting the use thereof.
- (4) Remove, conceal, alter, mark or deface the license number plate, plates or decals or any mark of identification upon any special purpose vehicle. Licenses shall be kept clean and placed as required by law so as to be plainly visible and legible.
- (5) Carry or display a registered number plate or plates or registration decal upon any special purpose vehicle not lawfully issued for such vehicle.
- (6) Any person convicted of a violation of any provision of this section, shall for the first conviction thereof be punished by a fine

of not more than \$100.00; for a second such conviction within one year thereafter, such person shall be punished by a fine of not more than \$200.00; upon a third or subsequent conviction within one year after the first conviction, such person shall be punished by a fine of not more than \$300.00.

14-706. Penalty.

Unless specifically provided for herein, a violation of this section shall be deemed an ordinance traffic infraction. Upon an entry of a plea of guilty or no contest or upon being convicted of such violation, the penalty imposed shall be in accordance with Article 20 of the Standard Traffic Ordinance as currently adopted by the city, and amendments thereto, or such other similar provision as the city may then have in effect.

14-707. Exemptions.

(a) Special purpose vehicles which are owned or leased by the City or other governmental entities that are being operated for the purpose of public safety, maintaining parks, roads, right of ways or for other specific purpose as required in the performance of a job are exempt from the restrictions of Section 14-702 not related to equipment or lighting.

(b) Special purpose vehicles which are owned or leased by golf courses, when used for the purpose of loading and unloading of golf equipment on streets immediately adjacent to the golf course are exempt from the restrictions of Section 14-705.

(c) Special purpose vehicles operated in conjunction with a public event involving closed streets (i.e. parades, carnivals, festivals, etc.) can be made exempt from the restrictions of Section 14-705 with approval from the City Council.

Section 2. All ordinances or parts of ordinances in conflict herewith are repealed. However, any section of an existing ordinance not in conflict herewith is not repealed and remains in full force and effect.

Section 3. This Ordinance shall take effect and be in force from and after publication in the official city newspaper.

Passed by the Governing Body this 18th day of April, 2022.

Approved by the Mayor this 18th day of April, 2022.

MAYOR, MIKE L. RAWLINGS

SEAL

ATTEST:

CITY CLERK, ERICA L. JONES



CITY OF AUGUSTA CITY COUNCIL AGENDA REPORT

Meeting Date: April 18, 2022
 Department: Administration / Public Utilities
 Submitted By: Josh Shaw, City Manager
 Prepared By: Josh Shaw, City Manager
 Agenda Title: **Ordinance No. 2187 Authorizing the Sale/Issuance of General Obligation Sales Tax Bonds Series 2022-B; Resolution No. 2022-11**

RECOMMENDED ACTION:

- b(i) Approval of the bid award to the bidder with the lowest interest cost.
- c(i) Approval of Ordinance No. 2187 authorizing the sale/issuance of General Obligation Sales Tax Bonds, Series 2022-B and related.
- d(i) Approval of Resolution No. 2022-11 prescribing the form and details of General Obligation Sales Tax Bonds, Series 2022-B.

BACKGROUND:

At the February 22nd meeting the City Council approved Resolution No. 2022-05 declaring it necessary to issue general obligation sales tax bonds for the purpose of paying costs of financing a street capital improvement program and electric system meters in the city and giving notice of said intention. The eligible street projects are shown in the attachments to this staff report.

Since the bid opening is scheduled for the morning of April 18th, many of the blanks in the attached ordinance and resolution will not be filled in until Monday night.

ANALYSIS:

Attached for Council's review and consideration are proposed Ordinance No. 2187 and proposed Resolution No 2022-11 to execute the issuance of the general obligation sales tax bonds. These documents will execute the award to the bidder with the lowest interest costs. As shown in our previous preliminary financial estimates for the issuance, these short-term notes will be paid off over the next four years by a combination of funds from the electric utility and the street sales tax fund.

FISCAL IMPACT:

The annual payments for the electric meter portion of the bonds (est. \$167,000 annually) will be paid out of Electric P&I Fund 45 beginning with the 2023 budget with final payment due in 2026. The annual payments for the street improvements (est. \$575,000 annually) will be paid out of Street Sales Tax Fund 12 beginning with the 2024 budget with final payment due in 2026.

Department Head Approval Date: 4/14/2022

City Manager Approval Date: 4/14/2022

City Attorney Approval Date:

Attachments:

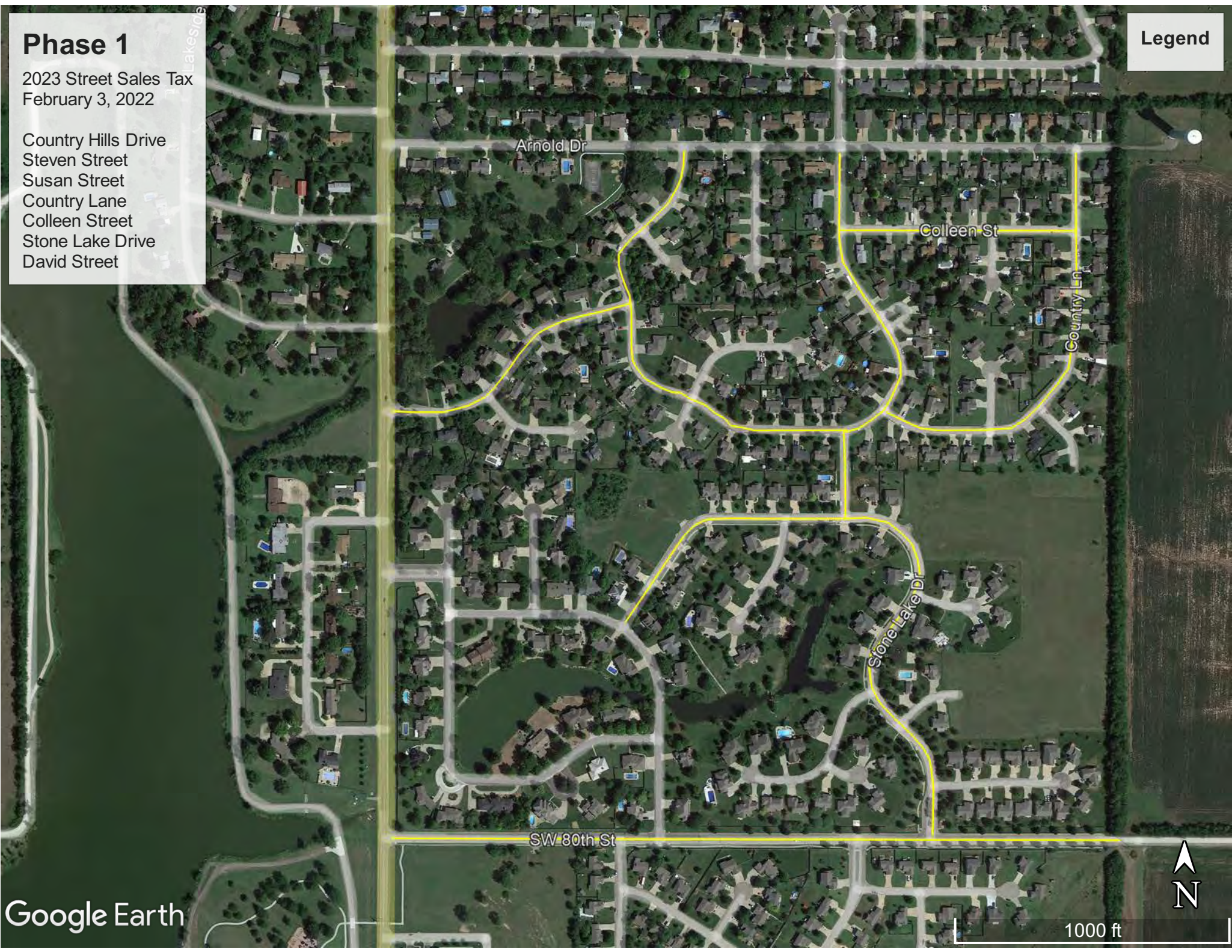
1. Street Sales Tax Project Maps
2. Preliminary Financing Plan
3. Ordinance No. 2187
4. Resolution 2022-11

Phase 1

2023 Street Sales Tax
February 3, 2022

Country Hills Drive
Steven Street
Susan Street
Country Lane
Colleen Street
Stone Lake Drive
David Street

Legend



Phase 2

2023 Street Sales Tax
February 3, 2022

- Smiles Avenue
- Brookside Drive
- Cottonwood Drive
- Stoney Brook Lane
- Rushwood Drive
- Lakepoint Drive
- Danbury Road
- Bedell Road
- Mainsgate Drive
- Pembroke Drive

Legend

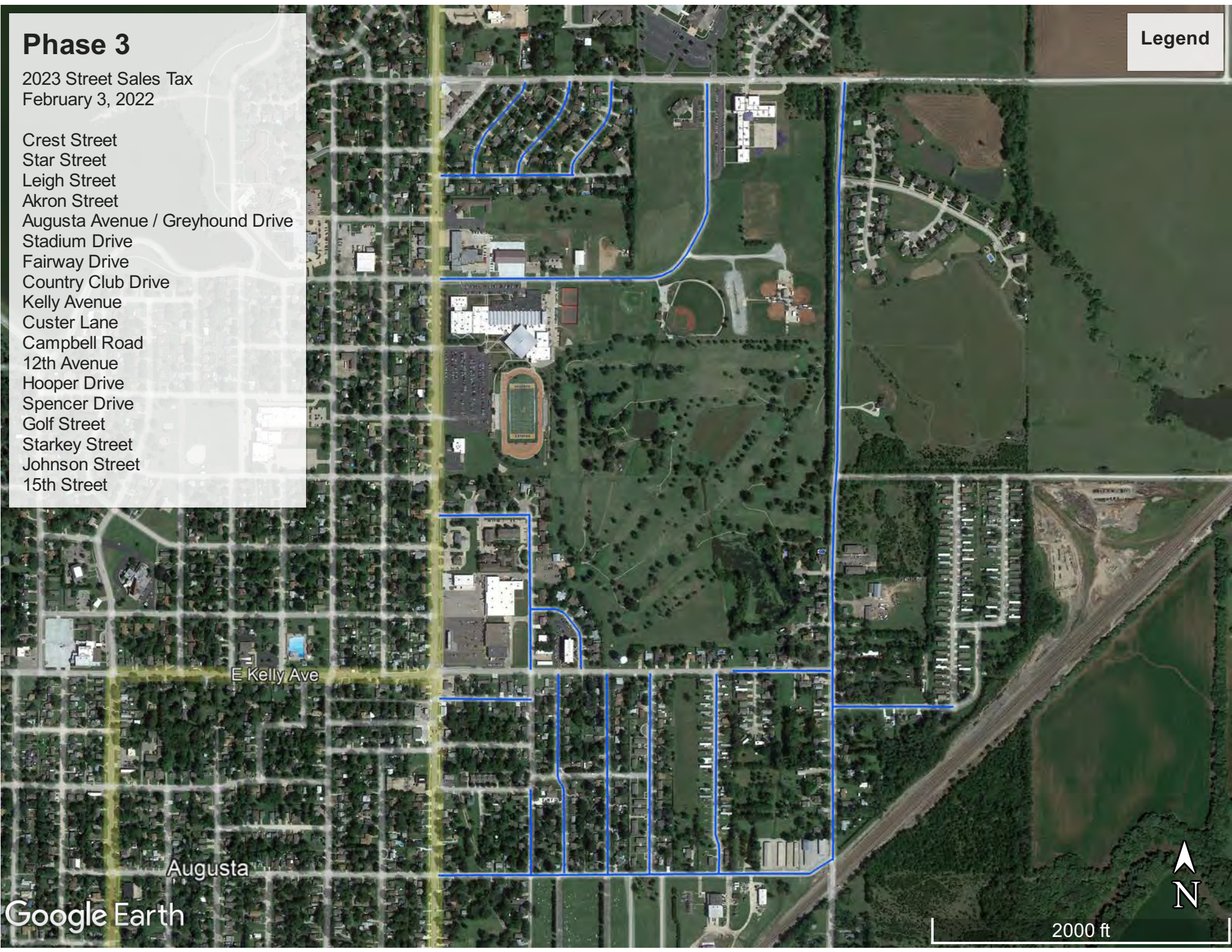


Phase 3

2023 Street Sales Tax
February 3, 2022

- Crest Street
- Star Street
- Leigh Street
- Akron Street
- Augusta Avenue / Greyhound Drive
- Stadium Drive
- Fairway Drive
- Country Club Drive
- Kelly Avenue
- Custer Lane
- Campbell Road
- 12th Avenue
- Hooper Drive
- Spencer Drive
- Golf Street
- Starkey Street
- Johnson Street
- 15th Street

Legend



E Kelly Ave

Augusta

Google Earth



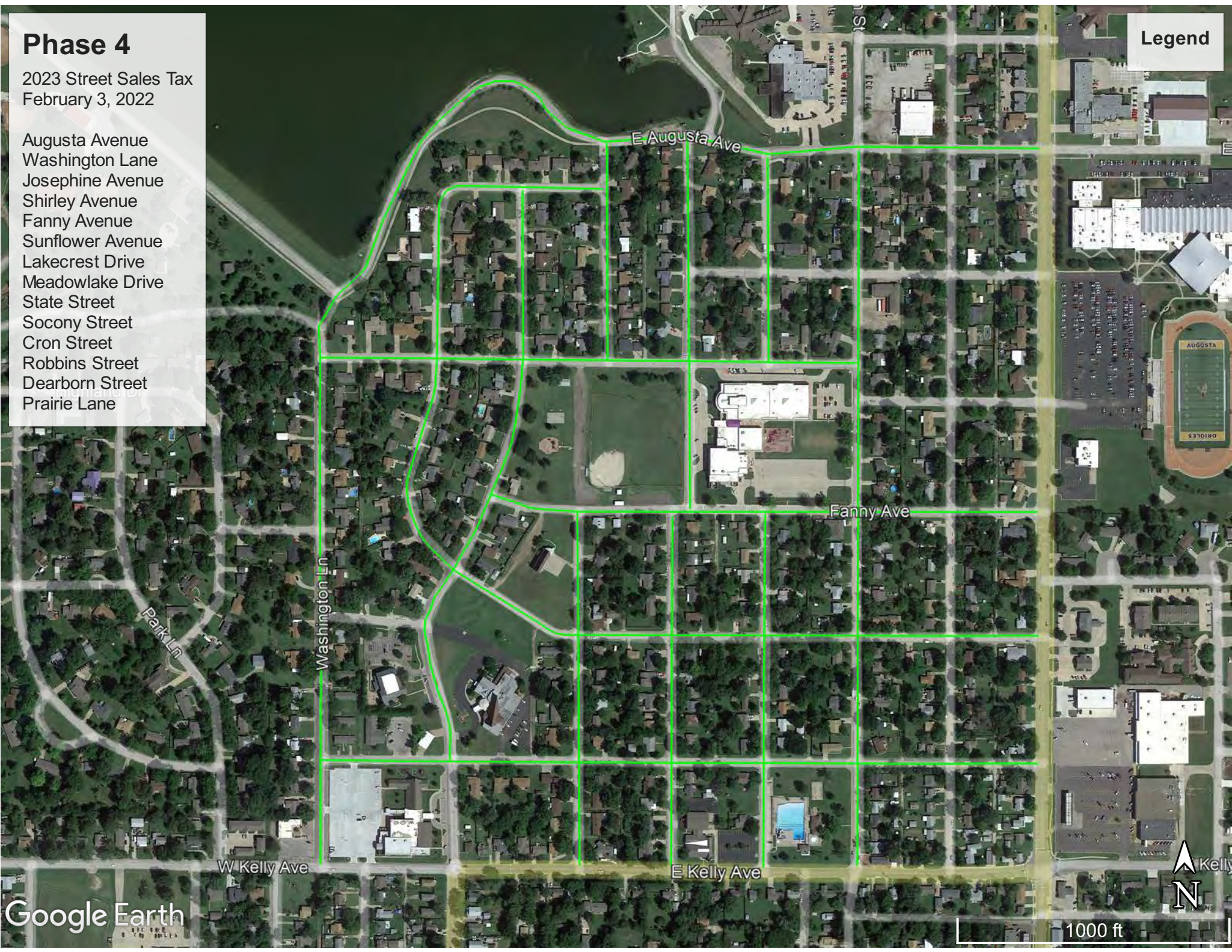
2000 ft

Phase 4

2023 Street Sales Tax
February 3, 2022

- Augusta Avenue
- Washington Lane
- Josephine Avenue
- Shirley Avenue
- Fanny Avenue
- Sunflower Avenue
- Lakecrest Drive
- Meadowlake Drive
- State Street
- Socony Street
- Cron Street
- Robbins Street
- Dearborn Street
- Prairie Lane

Legend



Google Earth

1000 ft



2024/2025 CCLIP

Walnut Street 7th Avenue to 2nd Avenue

February 3, 2023

Legend



Google Earth



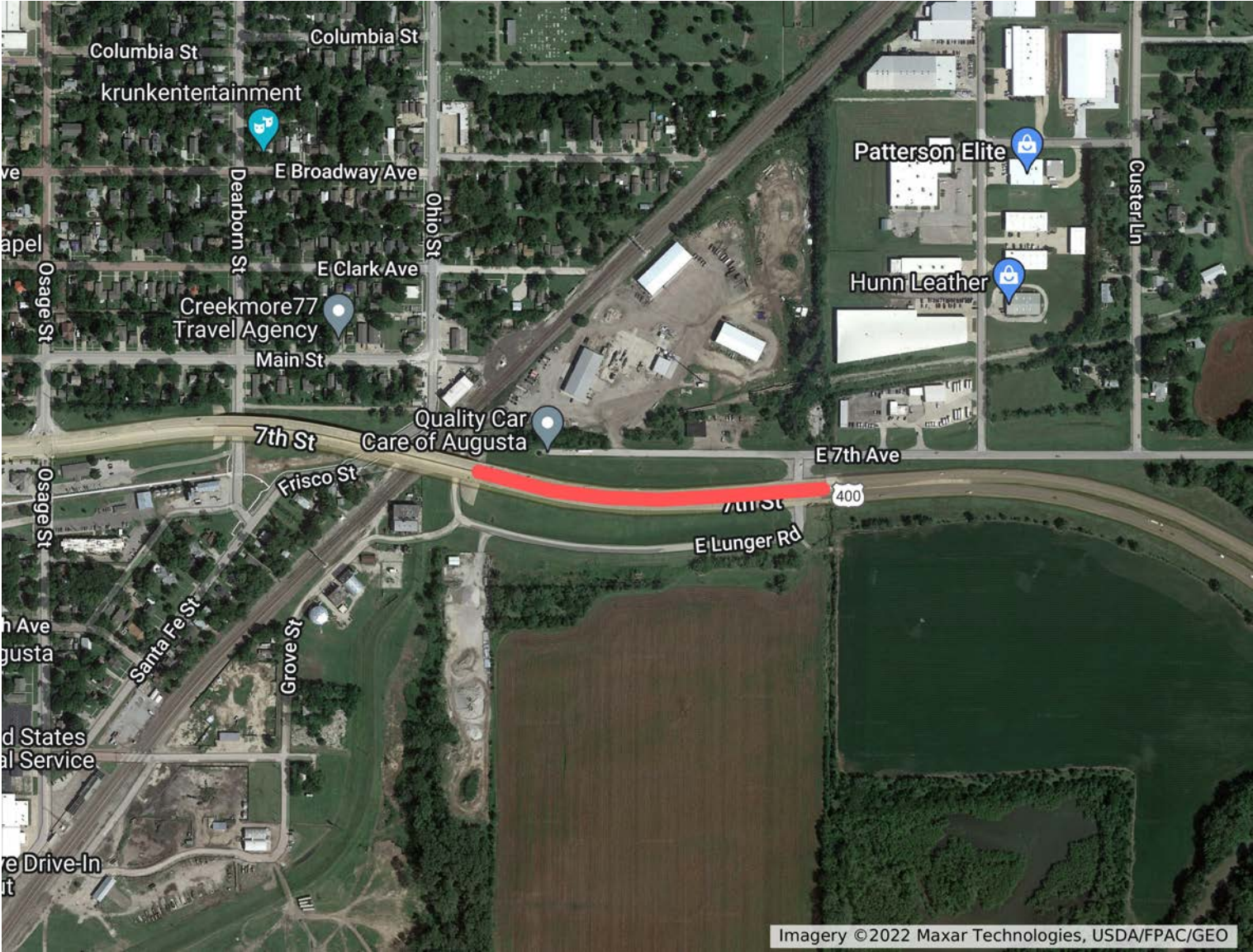
2000 ft

2023/2024 CCLIP

CCLIP 2023



US 54/400 from East Overpass to Edge of City Limits



SOURCES AND USES OF FUNDS

City of Augusta, Kansas
General Obligation Bonds
Series 2022-B
-Preliminary-

Dated Date 05/05/2022
Delivery Date 05/05/2022

Sources:	North Ohio & Street Program	Electric Meters	Total
<hr/>			
Bond Proceeds:			
Par Amount	1,680,000.00	645,000.00	2,325,000.00
	<hr/>	<hr/>	<hr/>
	1,680,000.00	645,000.00	2,325,000.00
<hr/>			
Uses:	North Ohio & Street Program	Electric Meters	Total
<hr/>			
Project Fund Deposits:			
Project Fund	1,600,000.00	625,000.00	2,225,000.00
Other Fund Deposits:			
Capitalized Interest Fund	27,766.67		27,766.67
Cost of Issuance:			
Financial Advisor	10,838.71	4,161.29	15,000.00
Bond Counsel	10,838.71	4,161.29	15,000.00
OS Printing	722.58	277.42	1,000.00
OS Preparation	3,612.90	1,387.10	5,000.00
Paying Agent	722.58	277.42	1,000.00
Publications	722.58	277.42	1,000.00
CUSIP Fee	361.29	138.71	500.00
Kansas State Treasurer Issue Setup Fee	216.77	83.23	300.00
Bond Certificate Printing Expense	195.10	74.90	270.00
AG Transcript Approval Fee	180.65	69.35	250.00
Bond Registration Fee	21.68	8.32	30.00
Miscellaneous	3,612.90	1,387.10	5,000.00
	<hr/>	<hr/>	<hr/>
	32,046.45	12,303.55	44,350.00
Underwriter's Discount:			
Underwriter's Discount	16,800.00	6,450.00	23,250.00
Other Uses of Funds:			
Additional Proceeds	3,386.88	1,246.45	4,633.33
	<hr/>	<hr/>	<hr/>
	1,680,000.00	645,000.00	2,325,000.00
<hr/>			

NET DEBT SERVICE

City of Augusta, Kansas
 General Obligation Bonds
 Series 2022-B
 -Preliminary-

Date	Principal	Coupon	Interest	Total Debt Service	Capitalized Interest Fund	Net Debt Service	Annual Net D/S
03/01/2023			23,895.84	23,895.84	-17,266.67	6,629.17	
09/01/2023	155,000	1.250%	14,531.25	169,531.25	-10,500.00	159,031.25	165,660.42
03/01/2024			13,562.50	13,562.50		13,562.50	
09/01/2024	715,000	1.250%	13,562.50	728,562.50		728,562.50	742,125.00
03/01/2025			9,093.75	9,093.75		9,093.75	
09/01/2025	725,000	1.250%	9,093.75	734,093.75		734,093.75	743,187.50
03/01/2026			4,562.50	4,562.50		4,562.50	
09/01/2026	730,000	1.250%	4,562.50	734,562.50		734,562.50	739,125.00
	2,325,000		92,864.59	2,417,864.59	-27,766.67	2,390,097.92	2,390,097.92

NET DEBT SERVICE

City of Augusta, Kansas
 General Obligation Bonds
 Series 2022-B
 -Preliminary-
 North Ohio & Street Program

Date	Principal	Coupon	Interest	Total Debt Service	Capitalized Interest Fund	Net Debt Service	Annual Net D/S
03/01/2023			17,266.67	17,266.67	-17,266.67		
09/01/2023			10,500.00	10,500.00	-10,500.00		
03/01/2024			10,500.00	10,500.00		10,500.00	
09/01/2024	555,000	1.250%	10,500.00	565,500.00		565,500.00	576,000.00
03/01/2025			7,031.25	7,031.25		7,031.25	
09/01/2025	560,000	1.250%	7,031.25	567,031.25		567,031.25	574,062.50
03/01/2026			3,531.25	3,531.25		3,531.25	
09/01/2026	565,000	1.250%	3,531.25	568,531.25		568,531.25	572,062.50
	1,680,000		69,891.67	1,749,891.67	-27,766.67	1,722,125.00	1,722,125.00

NET DEBT SERVICE

City of Augusta, Kansas
 General Obligation Bonds
 Series 2022-B
 -Preliminary-
 Electric Meters

Date	Principal	Coupon	Interest	Total Debt Service	Net Debt Service	Annual Net D/S
03/01/2023			6,629.17	6,629.17	6,629.17	
09/01/2023	155,000	1.250%	4,031.25	159,031.25	159,031.25	165,660.42
03/01/2024			3,062.50	3,062.50	3,062.50	
09/01/2024	160,000	1.250%	3,062.50	163,062.50	163,062.50	166,125.00
03/01/2025			2,062.50	2,062.50	2,062.50	
09/01/2025	165,000	1.250%	2,062.50	167,062.50	167,062.50	169,125.00
03/01/2026			1,031.25	1,031.25	1,031.25	
09/01/2026	165,000	1.250%	1,031.25	166,031.25	166,031.25	167,062.50
	645,000		22,972.92	667,972.92	667,972.92	667,972.92

BOND SUMMARY STATISTICS

City of Augusta, Kansas
 General Obligation Bonds
 Series 2022-B
 -Preliminary-

Dated Date	05/05/2022
Delivery Date	05/05/2022
Last Maturity	09/01/2026
Arbitrage Yield	1.249344%
True Interest Cost (TIC)	1.571954%
Net Interest Cost (NIC)	1.562956%
All-In TIC	2.198833%
Average Coupon	1.250000%
Average Life (years)	3.195
Weighted Average Maturity (years)	3.195
Duration of Issue (years)	3.136
Par Amount	2,325,000.00
Bond Proceeds	2,325,000.00
Total Interest	92,864.59
Net Interest	116,114.59
Bond Years from Dated Date	7,429,166.67
Bond Years from Delivery Date	7,429,166.67
Total Debt Service	2,417,864.59
Maximum Annual Debt Service	743,187.50
Average Annual Debt Service	559,403.12
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	10.000000
Total Underwriter's Discount	10.000000
Bid Price	99.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Serial Bond	2,325,000.00	100.000	1.250%	3.195	723.20
	2,325,000.00			3.195	723.20

	TIC	All-In TIC	Arbitrage Yield
Par Value	2,325,000.00	2,325,000.00	2,325,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-23,250.00	-23,250.00	
- Cost of Issuance Expense		-44,350.00	
- Other Amounts			
Target Value	2,301,750.00	2,257,400.00	2,325,000.00
Target Date	05/05/2022	05/05/2022	05/05/2022
Yield	1.571954%	2.198833%	1.249344%

BOND PRICING

City of Augusta, Kansas
 General Obligation Bonds
 Series 2022-B
 -Preliminary-

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Principal Cost
Serial Bond:						
	09/01/2023	155,000	1.250%	1.250%	100.000	155,000.00
	09/01/2024	715,000	1.250%	1.250%	100.000	715,000.00
	09/01/2025	725,000	1.250%	1.250%	100.000	725,000.00
	09/01/2026	730,000	1.250%	1.250%	100.000	730,000.00
		2,325,000				2,325,000.00

Dated Date	05/05/2022	
Delivery Date	05/05/2022	
First Coupon	03/01/2023	
Par Amount	2,325,000.00	
Original Issue Discount		
Production	2,325,000.00	100.000000%
Underwriter's Discount	-23,250.00	-1.000000%
Purchase Price	2,301,750.00	99.000000%
Accrued Interest		
Net Proceeds	2,301,750.00	

CITY OF AUGUSTA, KANSAS

General Obligation Bonds Series 2022-B

DRAFT CALENDAR OF EVENTS

DATE	EVENT
February 22, 2022	City Council Meeting Council adopts Project Authorization (Street Improvement Plan and Electric Project) Council Reviews Plan of Finance
February 26, 2022	First Publication of Street Improvement Plan Resolution
March 5, 2022	Second Publication of Street Improvement Plan Resolution Begin 30 day protest period
March 21, 2022	City Council Meeting Council Reviews Plan of Finance Council Adopts Authorizing Resolution for the issuance General Obligation Bonds, Series 2022-B
March 24, 2022	Distribute first draft of Preliminary Official Statement
April 4, 2022	Protest Period Ends
April 5, 2022	Distribute Notice of Bond Sale to Kansas Register and Newspaper
April 6, 2022	Distribute first draft of Bond Resolution and Legal Documents
April 7, 2022	Print and Distribute the Preliminary Official Statement
April 7, 2022	Publish Notice of Bond Sale in Kansas Register and Newspaper
April 18, 2022	City Council Meeting Bond Sale (11 a.m.) CST Present results to the City Council Council adopts Bond Resolution Prepare Final Debt Service Schedule
April 19 – May 4, 2022	Print the Final Official Statement Prepare Closing Memorandum, Apply for DTC Eligibility, and Submit Transcript to Attorney General.
May 5, 2022	Closing of Bond Issue
Thereafter	Attend to any post-closing matters.

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF AUGUSTA OF
THE CITY OF AUGUSTA, KANSAS
HELD ON APRIL 18, 2022**

The Governing Body (the "Governing Body") 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)

The Clerk reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of General Obligation Sales Tax Bonds, Series 2022-B, dated May 5, 2022, of the City had been received. A tabulation of said bids is set forth as **EXHIBIT A** hereto.

The Governing Body reviewed and considered the bids and it was found and determined that the bid of [_____], was the best bid for the Bonds, a copy of which is attached hereto as **EXHIBIT B**.

Councilmember _____ moved that the bid be accepted and that the Mayor and Clerk be authorized and directed to execute the bid form selling the Bonds to the best bidder on the basis of the bid and the terms specified in the Notice of Bond Sale. The motion was seconded by Councilmember _____. The motion was carried by a vote of the Governing Body as follows:

Yea: _____.

Nay: _____.

There was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION SALES TAX BONDS, SERIES 2022-B, OF THE CITY OF AUGUSTA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

Councilmember _____ moved that the Ordinance be passed. The motion was seconded by Councilmember _____. The 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 as follows:

Yea: _____.

Nay: _____.

The Mayor declared the Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. [____], was signed and approved by the Mayor and attested by the Clerk and the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.

There was presented a Resolution entitled:

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION SALES TAX BONDS, SERIES 2022-B, OF THE CITY OF AUGUSTA, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. [____] OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

Councilmember _____ moved that the Resolution be adopted. The motion was seconded by Councilmember _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the Governing Body as follows:

Yea: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. [____], and was signed by the Mayor and attested by the Clerk.

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

**EXHIBIT A
 BID TABULATION**

**CITY OF AUGUSTA, KANSAS
 GENERAL OBLIGATION SALES TAX BONDS**

Dated: May 5, 2022
 Series 2022-B
 Good Faith Deposit: \$46,500

Sale Date: April 18, 2022
 11:00 A.M., Central Time
 Max Interest Rate: [____]%

BIDDERS

	_____	_____	_____	_____
	_____	_____	_____	_____
GOOD FAITH DEPOSIT	_____	_____	_____	_____
INTEREST RATES:				
2023	_____%	_____%	_____%	_____%
2024	_____%	_____%	_____%	_____%
2025	_____%	_____%	_____%	_____%
2026	_____%	_____%	_____%	_____%
TOTAL INTEREST COST:	\$ _____	\$ _____	\$ _____	\$ _____
PREMIUM:	\$(_____)	\$(_____)	\$(_____)	\$(_____)
DISCOUNT:	\$ _____	\$ _____	\$ _____	\$ _____
NET INTEREST COST:	\$ _____	\$ _____	\$ _____	\$ _____
TRUE INTEREST COST:	_____%	_____%	_____%	_____%

EXHIBIT B

(BID OF PURCHASER)

ORDINANCE NO. [____]

OF

THE CITY OF AUGUSTA, KANSAS

PASSED

APRIL 18, 2022

**GENERAL OBLIGATION SALES TAX BONDS
SERIES 2022-B**

ORDINANCE NO. [____]

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION SALES TAX BONDS, SERIES 2022-B, OF THE CITY OF AUGUSTA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of Augusta, Kansas (the “City”) is a city of the second class, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to K.S.A. 12-187 *et seq.*, as amended, and other provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the Governing Body of the City (the “Governing Body”) has authorized the following improvements (the “Improvements”) to be made in the City, to-wit:

<u>Project Description</u>	<u>Ord./Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount</u>
Street capital improvement and electric system meter improvements ; and	2022-05	K.S.A. 12-187 <i>et seq.</i>	\$2,325,000

WHEREAS, all legal requirements pertaining to the Improvements have been complied with, and the Governing Body now finds and determines that the total cost of the Improvements and related expenses are at least \$2,325,000, to be paid for by the issuance of general obligation sales tax bonds; and

WHEREAS, the Governing Body is authorized by law to issue general obligation bonds of the City to pay costs of the Improvements; and

WHEREAS, none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue \$2,325,000* of its general obligation sales tax bonds, together with bid premium thereon, to pay costs of the Improvements; and

WHEREAS, the Governing Body has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date awarded the sale of such Bonds to the best bidder.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF AUGUSTA OF THE CITY OF AUGUSTA, KANSAS, AS FOLLOWS:

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, and K.S.A. 12-187 *et seq.*, all as amended and supplemented from time to time.

“Bond and Interest Fund” means the Bond and Interest Fund of the City for its general obligation bonds.

“Bond Resolution” means the resolution to be adopted by the Governing Body prescribing the terms and details of the Bonds and making covenants with respect thereto.

“Bonds” means the City's General Obligation Sales Tax Bonds, Series 2022-B, dated May 5, 2022, authorized by this Ordinance.

“City” means the City of Augusta, Kansas.

“Clerk” means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk.

“Debt Service Requirements” means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the paying agent for the Bonds or other commercial bank or trust company located in the State and having full trust powers.

“Governing Body” means the Governing Body of the City.

“Mayor” means the duly elected and acting Mayor of the City or, in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

“Ordinance” means this Ordinance authorizing the issuance of the Bonds.

“Revenue Fund” means the Sales Tax Revenue Fund referred to in the Bond Resolution.

“Sales Tax” means 50% of the Sales Tax 2016, which is to be applied to pay the costs of maintenance, repair and improvements to streets in the City, and 20% of the Sales Tax 2016, which is to be applied to pay the costs of other capital improvement projects in the City.

“Sales Tax Revenues” all sales tax revenues received by the Issuer from the collection of the Sales Tax.

“Sales Tax 2016” means the special one percent (1%) retailers' sales tax within the Issuer, which commenced October 1, 2016 and is to end on September 30, 2026.

“State” means the State of Kansas.

“Substitute Improvements” means the substitute or additional improvements of the City authorized in the manner set forth in the Bond Resolution.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Sales Tax Bonds, Series 2022-B, of the City in the principal amount of \$2,325,000*, for the purpose of providing funds to: (a) pay costs of the Improvements; and (b) pay costs of issuance of the Bonds.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest from a pledge of the Sales Tax Revenues and, if not so paid and to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the Governing Body.

Section 5. Levy and Collection of Annual Tax. The governing body of the Issuer shall annually make provision for the payment of Debt Service Requirements on the Bonds as the same become due, if the Sales Tax Revenues are not sufficient for such purpose, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

Section 6. Further Authority. The Mayor, City Manager, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body, approval by the Mayor and publication of the Ordinance or a summary thereof in the official City newspaper.

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PASSED by the Governing Body on April 18, 2022 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on April 18, 2022; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in the *Butler County Times-Gazette* on April [____], 2022.

DATED: April 18, 2022.

Clerk

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(PUBLISHED IN THE *BUTLER COUNTY TIMES-GAZETTE* ON APRIL [___], 2022)

SUMMARY OF ORDINANCE NO. [___]

On April 18, 2022, the governing body of the City of Augusta, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION SALES TAX BONDS, SERIES 2022-B, OF THE CITY OF AUGUSTA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

The Series 2022-B Bonds approved by the Ordinance are being issued in the principal amount set forth therein to finance certain improvements in the City, and constitute general obligations of the City payable as to both principal and interest, from a pledge of certain sales tax revenues, and if not so paid, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 113 E. 6th, Augusta, Kansas 67010. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.augustaks.org.

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

DATED: April 18, 2022.

City Attorney

RESOLUTION NO. [____]

OF

THE CITY OF AUGUSTA, KANSAS

ADOPTED

APRIL 18, 2022

**GENERAL OBLIGATION SALES TAX BONDS
SERIES 2022-B**

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RESOLUTION NO. [_____]

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION SALES TAX BONDS, SERIES 2022-B, OF THE CITY OF AUGUSTA, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. [_____] OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the Issuer has heretofore passed the Ordinance authorizing the issuance of the Bonds;
and

WHEREAS, the Ordinance authorized the Governing Body of the Issuer (the “Governing Body”) to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of \$2,325,000* to pay costs of the Improvements; and

WHEREAS, the Governing Body has caused to be prepared a comprehensive feasibility study showing that the Sales Tax Revenues would be sufficient to retire such Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF AUGUSTA OF THE CITY OF AUGUSTA, KANSAS, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“**Act**” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, and K.S.A. 12-187 *et seq.*, all as amended and supplemented from time to time.

“**Authorized Denomination**” means \$5,000 or any integral multiples thereof.

“**Beneficial Owner**” of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

“**Bond and Interest Fund**” means the Bond and Interest Fund of the Issuer for its general obligation bonds.

“**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 the Issuer.

“**Bond Payment Date**” means any date on which principal of or interest on any Bond is payable.

“**Bond Register**” means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

“**Bond Registrar**” means the State Treasurer, Topeka, Kansas and any successors and assigns.

“**Bond Resolution**” means this resolution relating to the Bonds.

“**Bonds**” or “**Bond**” means the General Obligation Sales Tax Bonds, Series 2022-B, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

“**Business Day**” means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“**Cede & Co.**” means Cede & Co., as nominee of DTC and any successor nominee of DTC.

“**City**” means the City of Augusta, Kansas.

“**Clerk**” means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

“**Consulting Engineer**” means an independent engineer or engineering firm, or architect or architectural firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Bond Resolution.

“**Costs of Issuance**” means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

“**Costs of Issuance Account**” means the Costs of Issuance Account for General Obligation Sales Tax Bonds, Series 2022-B created pursuant to *Section 501* hereof.

“**Dated Date**” means May 5, 2022.

“**Debt Service Account**” means the Debt Service Account for General Obligation Sales Tax Bonds, Series 2022-B created within the Bond and Interest Fund pursuant to *Section 501* hereof.

“**Debt Service Requirements**” means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the

Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

“Derivative” means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

“Disclosure Undertaking” means the Continuing Disclosure Undertaking, dated as of the Dated Date, relating to certain obligations contained in the SEC Rule.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

“DTC Representation Letter” means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

“Event of Default” means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

“Federal Tax Certificate” means the Issuer's Federal Tax Certificate, dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

“Financeable Costs” means the amount of expenditure for an Improvement which has been duly authorized by action of the Governing Body to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

“Fiscal Year” means the twelve month period ending on December 31.

“Fitch” means Fitch Ratings, a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Funds and Accounts” means funds and accounts created pursuant to or referred to in *Section 501* hereof.

“Governing Body” means the Governing Body of the Issuer.

“Improvement Fund” means the Improvement Fund for General Obligation Sales Tax Bonds, Series 2022-B created pursuant to *Section 501* hereof.

“Improvements” means the improvements referred to in the preamble to the Ordinance and any Substitute Improvements.

“Independent Accountant” means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Bond Resolution.

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Bond which shall be March 1 and September 1 of each year, commencing March 1, 2023.

“Issue Date” means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

“Issuer” means the City and any successors or assigns.

“Kroll” means Kroll Bond Rating Agency, Inc., a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Kroll” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Mayor” means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

“Moody's” means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

113 E. 6th, P.O. Box 489
Augusta, Kansas 67010
Fax: (316) 775-4566

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

[_____]
 [_____]
 Fax:

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street, 23rd Floor
New York, New York 10007

S&P Global Ratings, a division of S&P Global Inc.
55 Water Street, 38th Floor
New York, New York 10004

Fitch Ratings
One State Street Plaza
New York, New York 10004

Kroll Bond Rating Agency
845 Third Avenue, 4th Floor
New York, New York 10022

or such other address as is furnished in writing to the other parties referenced herein.

“Notice Representative” means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Fiscal Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

“Official Statement” means Issuer’s Official Statement relating to the Bonds.

“Ordinance” means Ordinance No. [____] of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

“Outstanding” means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of *Article VII* hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the State Treasurer, Topeka, Kansas and any successors and assigns.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Price” means the principal amount of the Bonds plus accrued interest to the date of delivery[, plus a premium of \$[_____]],[, less an underwriting discount of \$[_____]],[, less an original issue discount of \$[_____]].

“Purchaser” means [_____] _____], the original purchaser of the Bonds, and any successor and assigns.

“Rating Agency” means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

“Record Dates” for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Date” means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

“Redemption Price” means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Replacement Bonds” means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 213* hereof.

“Revenue Fund” means the Sales Tax Revenue Fund referred to in *Section 501* hereof.

“Sales Tax” means 50% of the Sales Tax 2016, which is to be applied to pay the costs of maintenance, repair and improvements to streets in the City, and 20% of the Sales Tax 2016, which is to be applied to pay the costs of other capital improvement projects in the City.

“Sales Tax Revenues” all sales tax revenues received by the Issuer from the collection of the Sales Tax.

“Sales Tax 2016” means the special one percent (1%) retailers' sales tax within the Issuer, which commenced October 1, 2016 and is to end on September 30, 2026.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

“Securities Depository” means, initially, DTC, and its successors and assigns.

“Special Record Date” means the date fixed by the Paying Agent pursuant to *Article II* hereof for the payment of Defaulted Interest.

“Standard & Poor's” or “S&P” means S&P Global Ratings, a division of S&P Global Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“Substitute Improvements” means the substitute or additional improvements of the Issuer described in *Article V* hereof.

[**“___ Term Bonds”** means the Bonds scheduled to mature in the year ____.]

[**“Term Bonds”** means collectively the [____] Term Bonds[, the [____] Term Bonds] and the 20__ Term Bonds.]

“Treasurer” means the duly appointed and/or elected Treasurer of the Issuer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest

on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$2,325,000*, for the purpose of providing funds to: (a) pay the costs of the Improvements; and (b) pay Costs of Issuance.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

SERIAL BONDS

Stated Maturity <u>September 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>
2023	\$155,000	[]%
2024	715,000	[]%
2025	725,000	[]%
2026	730,000	[]%

[TERM BONDS

Stated Maturity <u>September 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>
	\$ _____	_____ %]

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in *Section 204* hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as *EXHIBIT A* or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer, Topeka, Kansas, is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor of the

Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

Section 204. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 206. Registration, Transfer and Exchange of Bonds. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to *Article III* hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this *Article II*.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic or facsimile signature of the Mayor, attested by the manual, electronic or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as *EXHIBIT A* hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds

to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated April 7, 2022, is hereby ratified and approved.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and Clerk are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Bonds. The sale of the Bonds to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Bonds shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on September 1 in the years 2025, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on September 1, 2024, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

[**Mandatory Redemption.** (a) [____] *Term Bonds.*] The [____] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such [____] Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$	*

*Final Maturity

(b) [____] *Term Bonds.* The [____] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such [____] Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$	[____]*

*Final Maturity]

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section

for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.]

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. [The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.]

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said

written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest from a pledge of the Sales Tax Revenues and, if not so paid and to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The governing body of the Issuer shall annually make provision for the payment of Debt Service Requirements on the Bonds as the same become due, if the Sales Tax Revenues are not sufficient for such purpose, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general

funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

- (a) Improvement Fund for General Obligation Sales Tax Bonds, Series 2022-B.
- (b) Debt Service Account for General Obligation Sales Tax Bonds, Series 2022-B (within the Bond and Interest Fund).
- (c) Costs of Issuance Account for General Obligation Sales Tax Bonds, Series 2022-B.

The following Funds and Accounts created and established in the treasury of the Issuer are hereby ratified and confirmed: Street Sales Tax Fund—Fund 12 and Capital Improvements Fund—16 (jointly referred to as the “Sales Tax Revenue Fund.”)

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Bonds are Outstanding.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

- (a) All accrued interest received from the sale of the Bonds shall be deposited in the Debt Service Account.
- (b) An amount necessary to pay the Costs of Issuance (\$[____]) shall be deposited in the Costs of Issuance Account.
- (c) The remaining balance of the proceeds derived from the sale of the Bonds (\$[____]) shall be deposited in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the Governing Body and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the Governing Body.

Withdrawals from the Improvement Fund shall be made only when authorized by the Governing Body. Each authorization for costs of the Improvements shall be supported by a certificate executed by the Mayor (or designate) stating that such payment is being made for a purpose within the scope of this Bond Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an

express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Mayor (or designate) stating that such payment is being made for a purpose within the scope of this Bond Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Bonds provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the Governing Body in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the Governing Body pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution or ordinance to the transcript of proceedings for the Bonds to include the Substitute Improvements; and (4) the use of the proceeds of the Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Bond proceeds among all Improvements financed by the Bonds; provided the following conditions are met: (1) the reallocation is approved by the Governing Body; (2) the reallocation shall not cause the proceeds of the Bonds allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Bonds under State or federal law.

Section 505. Revenue Fund. (a) The Issuer covenants and agrees that from and after the delivery of the Bonds, and continuing as long as any of the Bonds remain Outstanding, all of the Sales Tax Revenues shall as and when received be paid and deposited into the Revenue Fund. Said Sales Tax Revenues shall be segregated and kept separate and apart from all other moneys, revenues, Funds and Accounts of the Issuer and shall not be commingled with any other moneys, revenues, Funds and Accounts of the Issuer. The Issuer will administer and allocate immediately, as of the first day of each month after receipt by the Issuer of any Sales Tax Revenues, all of the moneys then held in the Revenue Fund in the following order, as follows:

(1) **Debt Service Account.** An amount (less accrued credits to such Debt Service Account) necessary (after taking into account other moneys available for transfer into said Debt Service Account) to: (A) provide the proportionate amount of the next maturing interest on the Bonds; and (B) an equal proportionate amount of the next maturing principal on the Bonds; to the end that at all times one (1) month prior to maturity of interest or principal, on the Bonds, there shall be sufficient moneys in the Debt Service Account for the payment of the maturing interest and principal on the Bonds.

(2) **Surplus Amounts.** After all payments and credits required at the time to be made under the provisions of paragraph (a) have been made, any remaining Sales Tax Revenues shall continue to be held in the Sales Tax Revenue Fund. Such surplus amounts may be used to: (A) pay the costs to construct, equip and furnish the Improvements not paid from the Improvement Fund; (B) to call, redeem and pay any Bonds prior to maturity, if then callable by their terms; (C) pay the costs of maintenance, repair and improvements to streets in the Issuer or of other capital improvement projects in the Issuer, as permitted by the election and ordinance that authorize and impose the Sales Tax; or (D) to make lawful transfers to any fund of the Issuer.

(b) **No Other Use of Sales Tax Revenues.** Except as set forth above, no moneys from the Sales Tax shall be diverted to the general governmental or municipal functions of the Issuer. In the event that funds remain in any accounts established in the Bond Resolution and funded from the Sales Tax, after payment of the Bonds, or provision is made therefor, and termination of the Sales Tax has occurred, such funds may be used only for any lawful purpose described in the immediately preceding subsection (a).

Section 506. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 507. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds shall be credited to the Debt Service Account.

Section 508. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Sales Tax Revenues thereunder and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with *Article III* hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to *Article VII* hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the Sales Tax Revenues for the preceding Fiscal Year by an Independent Accountant to be employed for that purpose. Said annual audit may be a component of the Issuer's overall audit. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audits shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer, user or Owner. As soon as possible after the completion of such annual audit, the governing body of the Issuer shall review such audit, and if any audit shall disclose that proper provision has not been made for all of the requirements of the Bond Resolution and the Act, the Issuer covenants and agrees that, to the extent it has power to do so, it will promptly cure such deficiency and will promptly (within 60 days) proceed to take such actions as may be necessary to adequately provide for such requirements.

Section 1002. Covenant Not to Cancel Sales Tax. So long as any Bonds remain Outstanding, the Issuer will take no action, and will contest any action or attempted action, to cancel the Sales Tax or the collection of Sales Tax Revenues therefrom.

Section 1003. Financial Records and Reports. The Issuer will install and maintain proper books, records and accounts (entirely separate from all other records and accounts of the Issuer) in which complete and correct entries will be made of all dealings and transactions of or in relation to the Sales Tax Revenues and the Sales Tax. Such accounts shall show the amount of Sales Tax Revenues received from the Sales Tax, the application of such Sales Tax Revenues, and all financial transactions in connection therewith.

Section 1004. Annual Budget. Prior to the commencement of each Fiscal Year, the Issuer will cause to be prepared and filed with the Clerk a budget setting forth the estimated Sales Tax Revenues for the next succeeding Fiscal Year. The Clerk, promptly upon the filing of said budget in the Clerk's office, will mail a copy of said budget to the Purchaser.

Section 1005. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by ordinance or resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond;
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution; or
- (e) permit the creation of a lien on the Sales Tax Revenues prior or equal to the lien of the Bonds.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by ordinance or resolution duly adopted by the Governing Body at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Bonds among portions of the Improvements, to provide for Substitute Improvements, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the Governing Body amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the ordinance or resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 1006. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 1007. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1008. Electronic Transactions. The transactions described in this Bond Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic

means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1009. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1010. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1011. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1012. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED by the Governing Body on April 18, 2022.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the Governing Body on April 18, 2022, as the same appears of record in my office.

DATED: April 18, 2022.

Clerk

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**EXHIBIT A
(FORM OF BONDS)**

**REGISTERED
NUMBER** __

**REGISTERED
\$**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF BUTLER
CITY OF AUGUSTA
GENERAL OBLIGATION BOND
SERIES 2022-B**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: May 5, 2022**

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Augusta, in the County of Butler, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to the Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year, commencing March 1, 2023 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month

next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated “General Obligation Sales Tax Bonds, Series 2022-B,” aggregating the principal amount of \$2,325,000* (the “Bonds”) issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively the “Bond Resolution”). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 12-187 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Bonds constitute general obligations of the Issuer payable as to both principal and interest from and secured by revenues derived by the City from a portion of the proceeds of a special one percent (1.0%) retailers’ Sales Tax within the City, and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments

or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual, electronic or facsimile signature of its Mayor and attested by the manual, electronic or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF AUGUSTA, KANSAS

(Facsimile Seal)

By: _____ (facsimile)
Mayor

ATTEST:

By: _____ (facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Sales Tax Bonds, Series 2022-B, of the City of Augusta, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: _____

Office of the State Treasurer,
Topeka, Kansas,
as Bond Registrar and Paying Agent

By _____

Registration Number: _____

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or
Taxpayer Identification No.

Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF BUTLER)

The undersigned, Clerk of the City of Augusta, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of May 5, 2022.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____ (facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

LYNN W. ROGERS, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____ (facsimile)
Treasurer of the State of Kansas

CONTINUING DISCLOSURE UNDERTAKING

DATED AS OF MAY 5, 2022

BY

CITY OF AUGUSTA, KANSAS

\$2,325,000*
CITY OF AUGUSTA, KANSAS
GENERAL OBLIGATION SALES TAX BONDS
SERIES 2022-B
DATED MAY 5, 2022

CONTINUING DISCLOSURE UNDERTAKING

This **CONTINUING DISCLOSURE UNDERTAKING** dated as of May 5, 2022 (the “Continuing Disclosure Undertaking”), is executed and delivered by **CITY OF AUGUSTA** (the “Issuer”).

RECITALS

1. This Continuing Disclosure Undertaking is executed and delivered by the Issuer in connection with the issuance by the Issuer of its General Obligation Sales Tax Bonds, Series 2022-B (the “Bonds”), pursuant to an Ordinance passed and a Resolution adopted by the governing body of the Issuer (jointly, the “Bond Resolution”).

2. The Issuer is entering into this Continuing Disclosure Undertaking for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “Rule”). The Issuer is the only “obligated person” with responsibility for continuing disclosure hereunder.

The Issuer covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth in the Bond Resolution, which apply to any capitalized term used in this Continuing Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“**ACFR**” means the Issuer's Annual Comprehensive Financial Report, if any.

“**Annual Report**” means any Annual Report provided by the Issuer pursuant to, and as described in, **Section 2** of this Continuing Disclosure Undertaking, which may include the Issuer's ACFR, so long as the ACFR contains the financial information and operating data described in **Section 2(a)(1)** and **(2)**.

“**Beneficial Owner**” means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“**Business Day**” means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal office or designated payment office of the paying agent or the Dissemination Agent is located are required or authorized by law to remain closed, or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

“**Dissemination Agent**” means any entity designated in writing by the Issuer to serve as dissemination agent pursuant to this Continuing Disclosure Undertaking and which has filed with the Issuer a written acceptance of such designation.

“**EMMA**” means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

“**Financial Obligation**” means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; *provided however*, the term Financial Obligation shall not

include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means the 12-month period beginning on January 1 and ending on December 31 or any other 12-month period selected by the Issuer as the Fiscal Year of the Issuer for financial reporting purposes.

“Material Events” means any of the events listed in *Section 3* of this Continuing Disclosure Undertaking.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

“Participating Underwriter” means any of the original underwriter(s) of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

Section 2. Provision of Annual Reports.

(a) The Issuer shall, not later than the the last day of the tenth month after the end of the Issuer’s Fiscal Year, commencing with the year ending December 31, 2021, file with the MSRB, through EMMA, the following financial information and operating data (the “Annual Report”):

(1) The audited financial statements of the Issuer for the prior Fiscal Year, in substantially the format contained in the Official Statement relating to the Bonds. A more detailed explanation of the accounting basis and method of preparation of the financial statements is contained in the Official Statement relating to the Bonds. If audited financial statements are not available by the time the Annual Report is required to be provided pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be provided in the same manner as the Annual Report promptly after they become available.

(2) Updates as of the end of the Fiscal Year of certain financial information and operating data contained in the final Official Statement related to the Bonds, as described in *Exhibit A*, in substantially the same format contained in the final Official Statement with such adjustments to formatting or presentation determined to be reasonable by the Issuer.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Issuer is an “obligated person” (as defined by the Rule), which have been provided to the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The Issuer shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under *Section 3*, and the Annual Report deadline provided above shall automatically become the last day of the tenth month after the end of the Issuer’s new Fiscal Year.

(b) The Annual Report shall be filed with the MSRB in such manner and format as is prescribed by the MSRB.

Section 3. Reporting of Material Events. Not later than 10 Business Days after the occurrence of any of the following events, the Issuer shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds (“Material Events”):

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to rights of bondholders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of the trustee, if material;
- (15) incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

If the Issuer has not submitted the Annual Report to the MSRB by the date required in *Section 2(a)*, the Issuer shall send a notice to the MSRB of the failure of the Issuer to file on a timely basis the Annual Report, which notice shall be given by the Issuer in accordance with this *Section 3*.

Section 4. Termination of Reporting Obligation. The Issuer’s obligations under this Continuing Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the Issuer’s obligations under this Continuing Disclosure Undertaking are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Undertaking in the same manner as if it were the Issuer, and the Issuer shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination or substitution in the same manner as for a Material Event under *Section 3*.

Section 5. Dissemination Agents. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the Issuer pursuant to this Continuing Disclosure Undertaking.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Continuing Disclosure Undertaking, the Issuer may amend this Continuing Disclosure Undertaking and any provision of this Continuing Disclosure Undertaking may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the Issuer with its written opinion that the undertaking of the Issuer contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Continuing Disclosure Undertaking.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Undertaking, the Issuer shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event under **Section 3**, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information. Nothing in this Continuing Disclosure Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that required by this Continuing Disclosure Undertaking. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that specifically required by this Continuing Disclosure Undertaking, the Issuer shall have no obligation under this Continuing Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 8. Default. If the Issuer fails to comply with any provision of this Continuing Disclosure Undertaking, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Continuing Disclosure Undertaking. A default under this Continuing Disclosure Undertaking shall not be deemed an event of default under the Bond Resolution or the Bonds, and the sole remedy under this Continuing Disclosure Undertaking in the event of any failure of the Issuer to comply with this Continuing Disclosure Undertaking shall be an action to compel performance.

Section 9. Beneficiaries. This Continuing Disclosure Undertaking shall inure solely to the benefit of the Issuer, the Participating Underwriter, and the Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 10. Severability. If any provision in this Continuing Disclosure Undertaking, the Bond Resolution or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 11. Electronic Transactions. The arrangement 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 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.

Section 12. Governing Law. This Continuing Disclosure Undertaking shall be governed by and construed in accordance with the laws of the State of Kansas.

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IN WITNESS WHEREOF, the Issuer has caused this Continuing Disclosure Undertaking to be executed as of the day and year first above written.

CITY OF AUGUSTA, KANSAS

(SEAL)

Mayor

Clerk

EXHIBIT A

**FINANCIAL INFORMATION AND OPERATING DATA
TO BE INCLUDED IN ANNUAL REPORT**

The financial information and operating data contained in tables in the following sections contained in ***Appendix A*** of the final Official Statement relating to the Bonds:

FINANCIAL INFORMATION

- Assessed Valuation
- Property Tax Levies and Collections
 - Tax Collection Record
 - Major Taxpayers

DEBT STRUCTURE

- Current Indebtedness of the Issuer*
- Overlapping Indebtedness

* This Operating Data is also available in the Issuer's financial information portion of its Annual Report, and includes General Obligation Bonds, General Obligation Temporary Notes, Lease Obligations and State Loans.



Stephanie & Jason Ukele, Owners
76 Plum Avenue Inman, KS 67546
Office 620-663-7714
1-888-886-1008
Fax 1-800-884-1218
Email info@fireworks-display.com
Website www.fireworks-display.com
ATF # 5-KS-00621

April 13, 2022

City of Augusta
Attn: Josh Shaw
113 E. 6th
Augusta, KS 67010

I am enclosing your FIREWORKS PRODUCTION CONTRACT, for the City of Augusta, July 3, 2022, fireworks celebration. We are very excited to be your fireworks provider for another year. We love being in the entertainment business through the production of a fireworks show for your organization. Our pledge is to provide you with the most awesome and entertaining show for your budget.

Please read through the contract, and if you have any questions about the process or the contract, please do not hesitate to contact me at one of the above numbers. If everything is acceptable, please sign a copy and return the contract to us along with the required 50% deposit.

Sincerely,

Karen West

Karen West
Display Fireworks Admin. Asst.
Rainbow Fireworks, Inc.

Cc: File
Enclosures



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 Website www.fireworks-display.com
 ATF # 5-KS-00621

FIREWORKS PRODUCTION CONTRACT

This contract is entered into this 18th day of April, 2022 by and between **Rainbow Fireworks, Inc.**, designated herein as the “**SELLER**” and CITY OF AUGUSTA, designated herein as the “**PURCHASER**” of one Display Fireworks, UN0335, Explosives 1.3G Production to be held on the 3rd day of July, 2022.

- YES **SELLER** will secure, prepare, and deliver said fireworks as outlined, or will make necessary substitutions of equal or greater value.
- YES **SELLER** will include the services of a Pyrotechnic Operator (shooter) to take charge of, set up, and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applied.
- YES **SELLER** agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any “duds” or other material which might not have ignited. Any such material, found by any other person other than the Operator, should be left untouched, mark the location, and call the operator for proper disposal.
- YES **SELLER** will maintain a CERTIFICATE OF LIABILITY INSURANCE POLICY of \$5,000,000 aggregate coverage.
 - a) The Client (show sponsor & landowners as noted on the Certificate of Insurance) shall be listed as an additional insured.
- YES **PURCHASER** will furnish the secured minimum safety distances established by the **SELLER** after an on-site inspection of the proposed firing location.
- YES **PURCHASER** will provide adequate police protection and/or other adequate security to maintain these distances.
- YES **PURCHASER** also agrees to have a fire truck available on location during the display.

ONE (1) DISPLAY FIREWORKS, UN0335, EXPLOSIVES 1.3G PRODUCTION has been agreed upon by **PURCHASER AND SELLER** in the sum of Ten Thousand Dollars and no/100 cents (\$10,000.00). It is agreed and understood that the **PURCHASER** will pay to the **SELLER** fifty percent (50%) of the show cost deposit in the sum of Five Thousand Dollars and no/100 cents (\$5,000.00) to be paid with the submitting of the signed contract. It is also agreed and understood that the **PURCHASER** will pay to the **SELLER** the balance of Five Thousand Dollars and no/100 cents (\$5,000.00) within ten (10) days after the date of the display.

In the event of inclement weather or other adverse condition, so as to cause postponement of the display, it is agreed and understood that the **PURCHASER** will notify the **SELLER** regarding the postponement date, normally the following night. If **PURCHASER** will not re-schedule the display and completely cancels the display, the **PURCHASER** agrees to pay the **SELLER** fifteen percent (15%) of the show cost for the expense deposit in the sum of One Thousand Five Hundred Dollars and no/100 cents (\$1,500.00). The expense deposit will cover the Out-of-Pocket Expenses, labor cost, and fees which have been incurred up to the point of cancellation; and the balance will be refunded.

Witness whereof, we have caused our signatures to be affixed to this document, on this _____ day of _____, 2022.

SELLER:

PURCHASER:

RAINBOW FIREWORKS, Inc.

CITY OF AUGUSTA

By: Stephanie Ukele
 Authorized Agent

By: _____
 Authorized Agent



Stephanie & Jason Ukele
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 Website www.fireworks-display.com
 ATF # 5-KS-00621

FIREWORKS PRODUCTION CONTRACT

This contract is entered into this 18th day of April, 2022 by and between **Rainbow Fireworks, Inc.**, designated herein as the “**SELLER**” and CITY OF AUGUSTA, designated herein as the “**PURCHASER**” of one Display Fireworks, UN0335, Explosives 1.3G Production to be held on the 4th day of July, 2022.

- YES **SELLER** will secure, prepare, and deliver said fireworks as outlined, or will make necessary substitutions of equal or greater value.
- YES **SELLER** will include the services of a Pyrotechnic Operator (shooter) to take charge of, set up, and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applied.
- YES **SELLER** agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any “duds” or other material which might not have ignited. Any such material, found by any other person other than the Operator, should be left untouched, mark the location, and call the operator for proper disposal.
- YES **SELLER** will maintain a CERTIFICATE OF LIABILITY INSURANCE POLICY of \$5,000,000 aggregate coverage.
 - a) The Client (show sponsor & landowners as noted on the Certificate of Insurance) shall be listed as an additional insured.
- YES **PURCHASER** will furnish the secured minimum safety distances established by the **SELLER** after an on-site inspection of the proposed firing location.
- YES **PURCHASER** will provide adequate police protection and/or other adequate security to maintain these distances.
- YES **PURCHASER** also agrees to have a fire truck available on location during the display.

ONE (1) DISPLAY FIREWORKS, UN0335, EXPLOSIVES 1.3G PRODUCTION has been agreed upon by **PURCHASER AND SELLER** in the sum of Ten Thousand Dollars and no/100 cents (\$10,000.00). It is agreed and understood that the **PURCHASER** will pay to the **SELLER** fifty percent (50%) of the show cost deposit in the sum of Five Thousand Dollars and no/100 cents (\$5,000.00) to be paid with the submitting of the signed contract. It is also agreed and understood that the **PURCHASER** will pay to the **SELLER** the balance of Five Thousand Dollars and no/100 cents (\$5,000.00) within ten (10) days after the date of the display.

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Witness whereof, we have caused our signatures to be affixed to this document, on this _____ day of _____, 2022.

SELLER:

PURCHASER:

RAINBOW FIREWORKS, Inc.

CITY OF AUGUSTA

By: Stephanie Ukele
 Authorized Agent

By: _____
 Authorized Agent



CITY OF AUGUSTA CITY COUNCIL AGENDA REPORT

Meeting Date: April 18, 2022
 Department: Administration
 Submitted By: Josh Shaw, City Manager
 Prepared By: Josh Shaw, City Manager
 Agenda Title: **Ordinance No. 2188 Establishing Requirements for Following Designated Truck Routes and Penalties for Violation Thereof**

RECOMMENDED ACTION:

Approval of Ordinance No. 2188 Amending Chapter 14, Article 2, Section 14-210 of the Code of the City of Augusta, establishing requirements for following designated truck routes and penalties for violation thereof.

BACKGROUND:

In prior meetings, the City Council has inquired with city staff about amending Augusta's truck route penalties to improve the deterrent to keep large trucks from operating on city streets outside of designated truck routes (Ohio Street, Main Street, and Custer being the most abused). Council wanted to see this amendment done prior to the start of construction on the North Ohio Street project to mitigate large truck traffic detouring through residential neighborhoods to bypass construction on Ohio Street. Staff worked with the city attorney/prosecutor and municipal judge to prepare a draft ordinance implementing penalty adjustments for Council's review and discussion.

ANALYSIS:

At the present time, there is no specific penalty established by city ordinance regarding violation of truck routes. Accordingly, general penalty provisions of the Standard Traffic Ordinance (STO) apply as prescribed in K.S.A. 12-4305. Pursuant to these provisions, the municipal judge establishes a schedule of fines for violations at the judge's discretion, not exceeding \$500. Council reserves the right to establish a specific fine structure by ordinance, which the judge is then bound to follow. City staff did some research and found the following fees established for other communities in our area. In addition, court costs are generally assessed if the matter ends up in municipal court.

City	Fine	Court Costs	Total
Augusta	\$150	\$70	\$220
El Dorado	\$100	\$90	\$190
Wichita	\$60	\$71.50	\$131.50

Sedgwick Co.	\$75	\$110	\$185
Andover	None		
Rose Hill	None		

City	Minimum Fine	Max Fine	Notes
Liberal	\$500	\$2,500	
Smith Center	\$250	\$1,000	
Gardner	\$200		
Colwich	\$50	\$500	
Coffeyville			Up to \$500 1st offense, \$1,000 2nd offense, \$2,500 3rd offense
Mulvane		\$100	
Wellington		\$100	
Goddard		\$500	
Derby			Up to \$500 1st offense, \$1,000 2nd offense, \$2,500 3rd offense
Newton			Up to \$100 1st offense, \$200 2nd offense, \$500 3rd offense
Parsons	\$100	\$500	Increase \$100 increment min. fine per violation

Not every city has a specific fine ordinance pertaining to this issue. There could be many reasons for this, but whatever the reason, the proposed fine structure in Augusta would be much more severe than all our immediate neighbors. There are examples elsewhere in the state of Kansas like Liberal and Smith Center where the fee structure more closely resembles or exceeds that proposed in the draft ordinance attached for the City Council's review.

In addition to the established fine, the Standard Traffic Ordinance (STO) already has a provision that fines are doubled in work zones, so the penalties would be twice as high as that shown in the attached ordinance throughout the duration of the Ohio Street construction project.

The progressive fee structure with a five year look back period was suggested by the municipal judge given this violation's similarities with other traffic violations that are treated in this manner.

FISCAL IMPACT:

The fiscal impact of this action is not clear. Enforcement of this violation is difficult as officers must catch trucks in the act and follow them for a certain period to determine if they are making local deliveries are utilizing city streets as thru routes. Our highest ticket year in the past three years was 2021 with 26 tickets issued. If that volume remains the same, the fines will generate a few thousand dollars. The purpose of the ordinance, however, is not revenue generation, but deterrent from driving on residential streets that were not designed for heavier truck traffic. If effective as a deterrent, the financial benefits of reducing wear and tear on city streets is hard to quantify but would be considerably larger than any revenues generated by the fines themselves. Additionally, rerouting this large commercial truck traffic will also improve safety of our city streets, especially considering Council's intention to allow slow moving special purpose vehicles soon.

Department Head Approval Date: 4/13/2022

City Manager Approval Date: 4/13/2022

City Attorney Approval Date:

Attachments:

1. Proposed Ordinance No. 2188

THE CITY OF AUGUSTA, KANSAS

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 14, ARTICLE 2, SECTION 14-210 OF THE CODE OF THE CITY OF AUGUSTA, ESTABLISHING REQUIREMENTS FOR FOLLOWING DESIGNATED TRUCK ROUTES AND PENALTIES FOR VIOLATION THEREOF

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF AUGUSTA, KANSAS:

Section 1. Article 2, Section 14-210 of Chapter 14 of the City Code of the City of Augusta, Kansas is hereby amended as follows:

14-210. Same; trucks and other commercial vehicles required to follow truck routes; penalties.

- (a) From and after the designation of truck routes as provided by sections 14-210 and 14-213, every truck or other commercial vehicle, as defined in section 14-209 shall use and follow such prescribed route or routes while in the city and shall not use any residential street or other street except those designated and marked as truck routes. Provided, that when it may be necessary for any such vehicle to deliver or unload cargo or to load or receive cargo at any destination within the city and the same is not prohibited by ordinance, such vehicle may leave the truck route at the street intersection nearest to the place of the truck route by the most direct street to the truck route. Provided further, that public safety officers of the city may direct the routing of all such vehicles.
- (b) (1) Any person, firm or corporation who shall violate any of the provisions of 14-210(a) shall, upon conviction thereof be fined two hundred and fifty dollars (\$250.00) for the first offense.
- (2) If, within five years immediately preceding a person, firm, or corporation's conviction for violation of the provisions of 14-210(a), the person, firm or corporation has been convicted of a violation of 14-210(a), such person, firm, or corporation shall be fined five hundred dollars (\$500) for their second offense,

- (3) If, within five years immediately preceding a person, firm, or corporation's conviction of a violation of 14-210(a), the person, firm or corporation has been convicted of two violations of 14-210(a), such person, firm, or corporation shall be fined one thousand dollars (\$1,000) for the third offense,
- (4) If, within five years immediately preceding a person, firm, or corporation's conviction of a violation of 14-210(a), the person, firm or corporation has been convicted of at least three violations of 14-210(a), such person, firm, or corporation shall be fined two thousand five hundred dollars (\$2,500.00).

Section 2. All ordinances or parts of ordinances in conflict herewith are repealed. However, any section of an existing ordinance not in conflict herewith is not repealed and remains in full force and effect.

Section 3. This Ordinance shall take effect and be in force from and after publication in the official city newspaper.

Passed by the Governing Body this 18th day of April, 2022.

Approved by the Mayor this 18th day of April, 2022.

MAYOR, MIKE L. RAWLINGS

SEAL

ATTEST:

CITY CLERK, ERICA L. JONES



CITY OF AUGUSTA CITY COUNCIL AGENDA REPORT

Meeting Date: April 18, 2022
 Department: Community Development
 Submitted By: Erica Jones, City Clerk
 Prepared By: Susie Geiger, Assistant to the City Manager
 Agenda Title: **Ordinance No. 2189 Amending Chapter 12, Article 3, Section 310 of the Code of the City of Augusta, KS Regarding Boat Licensing Requirements at Lake Augusta**

RECOMMENDED ACTION:

Approve Ordinance No. 2189 amending Chapter 12, Article 3, Section 310 of the Code of the City of Augusta, KS regarding boat licensing requirements at Lake Augusta to correspond with current regulations at Santa Fe Lake.

BACKGROUND:

At the March 21, 2022, City Council meeting, the Council approved Fee Schedule Resolution No. 2022-08, which made changes to various City fees. One of these changes was the removal of the fee for use of human-powered boat/vessels, including canoes, paddleboards, and kayaks at Santa Fe Lake. The reasoning behind this change was to align with boat license requirements at the State level. The state only requires registration for vessels powered by motor or sail, not human-powered vessels.

With that same Fee Schedule Resolution, the annual fee for a boating permit at Augusta City Lake was increased from \$5.00 to \$30.00. That is notable because Fee Schedule Resolution No. 2022-08 created a distinction between the fees charged at Santa Fe Lake and Augusta City Lake. Under the current fee structure, individuals must purchase a permit to operate ANY boat (including human-powered vessels) at Augusta City Lake. Meaning that, while individuals are not required to buy any permit to use a human-powered vessel at Santa Fe Lake, Augusta residents now have to pay \$30 to do so (and Butler County residents must pay a fee of \$100). This has generated complaints from Augusta residents currently using these vessels at Augusta City Lake.

ANALYSIS:

Staff is recommending that City Code be amended to create consistency between the permitting process at Santa Fe Lake and Augusta City Lake, so that the use of human-powered vessels does not require a specific permit at either lake. Proposed Ordinance No. 2189 would amend Chapter 12, Article 3, Section

310 of the City Code, which specifies boat licensing requirements at Augusta City Lake. The existing and proposed language is provided below:

Existing:

Section 12-310. Boating licenses.

It shall be unlawful for any person to boat upon Lake Augusta without first having obtained a license in the manner hereinafter prescribed from the city. Prior to the issuance of such license the person issuing such shall receive an application containing information as may be required from time to time. The annual fees for licensing a boat shall be established by resolution of the governing body.

Proposed:

Section 12-310. Boating licenses.

It shall be unlawful for any person to boat upon Lake Augusta with a vessel requiring state registration without first having obtained a license in the manner hereinafter prescribed from the city. Prior to the issuance of such license the person issuing shall receive an application containing information as may be required from time to time. The annual fees for licensing a boat shall be established by resolution of the governing body.

The only change to the language is the addition of the specification that only vessels requiring state registration must purchase a license from the City. Since the State of Kansas does not require registration for human-powered vessels, this would exempt them from the City permit requirements and put the fee structure at Augusta City Lake in line with Santa Fe Lake.

This City Council meeting agenda will also contain a proposed Fee Schedule Resolution as a business item. This proposed fee schedule would replace the “Lake Augusta Boat Permits” language with “Vessels Requiring State Registration” so as to exactly mirror the language in the fee schedule for Santa Fe Lake.

FISCAL IMPACT:

The proposed ordinance would make it so human-powered vessels no longer have to pay for a license, which could lead to a decrease in revenues. Staff does not currently track the number of licensed human-powered vessels separately from all other vessels so we cannot say how much this decrease would be. However, it is worth noting that the decrease resulting from less vessels having to pay license fees could very well be offset by the fee increase from \$5.00 to \$30.00 for annual boat permits for Augusta residents approved as part of Fee Schedule Resolution 2022-08.

Department Head Approval Date:

City Manager Approval Date: 4/14/2022

City Attorney Approval Date:

Attachments:

- 1. Proposed Ordinance No. 2189*

(Published on the City of Augusta website www.augustaks.org
On the ____th day of April 2022)

THE CITY OF AUGUSTA, KANSAS

ORDINANCE NO. ____

AN ORDINANCE AMENDING CHAPTER 12, ARTICLE 3, SECTION 310 OF THE CODE OF THE CITY OF AUGUSTA, KANSAS REGARDING BOAT LICENSING REQUIREMENTS AT LAKE AUGUSTA TO CORRESPOND WITH CURRENT REGULATIONS AT SANTA FE LAKE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF AUGUSTA, KANSAS:

Section 1. Amending Section 12-310

Section of the Code of the City of Augusta, Kansas is hereby amended to read as follows:

Section 12-310. Boating licenses.

It shall be unlawful for any person to boat upon Lake Augusta with a vessel requiring state registration without first having obtained a license in the manner hereinafter prescribed from the city. Prior to the issuance of such license the person issuing shall receive an application containing information as may be required from time to time. The annual fees for licensing a boat shall be established by resolution of the governing body.

Section 2. Repeal

All ordinances or parts of ordinances in conflict herewith are repealed.

Section 3. Effective Date

This ordinance shall take effect and be in force from and after publication in the official city newspaper.

Passed by the City Council this 18th day of April, 2022.

Approved by the Mayor this 18th day of April, 2022.

MAYOR, MIKE RAWLINGS

SEAL

ATTEST:

CITY CLERK, ERICA JONES



**CITY OF AUGUSTA
CITY COUNCIL AGENDA REPORT**

Meeting Date: April 18, 2022
Department: Community Development
Submitted By: Cody Sims, Assistant City Manager
Prepared By: Ray Sief, Airport Manager
Agenda Title: **Kansas Department of Transportation Kansas Airport Improvement Program Grant Agreements for Asphalt Crack Fill Equipment and FOD Sweeper Acquisition and Fuel Farm Improvements**

RECOMMENDED ACTION:

Accept the Augusta Municipal Airport Advisory Board recommendation to execute Kansas Department of Transportation (KDOT) Kansas Airport Improvement Program (KAIP) FY2023 Grant Agreements:

- b(i) KAIP Grant Project Number AV-2023-05 – FOD Razor System
- c(i) KAIP Grant Project Number AV-2023-06 – Crack Fill Equipment
- d(i) KAIP Grant Project Number Project Number AV-2023-20 – Fuel Farm.

BACKGROUND:

The airport applied for grant funding for several projects through the Kansas Department of Transportation (KDOT) Kansas Airport Improvement Program (KAIP). KDOT recently announced several Augusta projects that were selected for grant funding.

ANALYSIS:

FOD Razor System – KAIP Grant Project Number AV-2023-05

This project consists of the acquisition of a FOD Razor System. The grant period starts on July 1, 2022. Any acquisitions, contracts, or installations must be dated on or after July 1st to qualify. The following are the grant highlights:

- 1. Estimated Project Cost \$8,660.00
 - a. Grant funded 50% of acquisition costs
 - b. Airport funded 50% of acquisition costs
- 2. Application was for:
 - a. Acquisition of FOD Razor Duplex Package **\$7,995.00**



Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Julie L. Lorenz, Secretary of
Transportation
Robert W. Brock, Director

Phone: 785-296-2553
kdot#publicinfo@ks.gov
<http://www.ksdot.org>
Laura Kelly, Governor

March 4, 2022

Mr. Cody Sims
Augusta Municipal Airport
113 E 6th Street
Augusta, KS 67010

RE: KDOT Grant Offer – Project Number AV-2023-05

Dear Mr. Sims,

Congratulations, you have been approved for FY 2021 Kansas Airport Improvement Program (KAIP) funding to assist you in your project to Acquire a FOD sweeper unit.

To complete this process, I have included the following documents for your action:

1. Grant Payee Information sheet (please complete)
2. Airport Project Agreement specific to your project (two copies, review and sign both)

KDOT requires you to return the 2 signed hard-copy agreements and completed grant payee sheet within 120 days of the date on this letter. This grant offer will expire on June 3rd, 2022. This grant is for the state fiscal year 2023. No work will be reimbursed that begins before the start of FY 2023, which begins July 1, 2022.

Please email a scanned copy of the signed contract directly to the KDOT Office of Chief Counsel's Contracts team at KDOT#OCC.Contracts@ks.gov to speed up the approval stamp/signature process.

Please ensure proper coordination with the FAA prior to starting this project. Such work may include but is not limited to updating of ALPs, filing construction reports such as 7460 or 7480, or environmental or obstacle determinations.

An original copy of the signed agreement will be returned to you upon completion.

If you have questions or concerns, please don't hesitate to contact us directly at (785) 296-2553. We look forward to working with you for the growth of Kansas aviation.

Sincerely,

A handwritten signature in black ink, appearing to be "R. Brock", written in a cursive style.

Robert W. Brock
Director

AVIATION AGREEMENT FOR EQUIPMENT AND ASSOCIATED FACILITIES

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

RECITALS:

- A. The Sponsor has applied for, and the Secretary has approved an Aviation Facilities and/or Equipment Project to: acquire a Foreign Object Debris (FOD) sweeper unit for the August Municipal Airport.
- B. The Secretary has approved the use of Kansas Airport Improvement Program (KAIP) funds from the State’s General Aviation Airport Development Fund for this purpose, limited to the scope of the Project, as further described below.
- C. The Secretary and the Sponsor are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of the Airport.
- D. The Secretary and the Sponsor desire to enter into this Agreement to participate in the cost of the Project by use of State funds.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

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

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“Airport”** means the Augusta Municipal Airport, a Public Use General Aviation Airport, located at 4799 W. Beech Drive, Augusta, KS 67010.
3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or pavement; any drainage, dredging, excavation, grading or similar work upon real property.
4. **“Construction Contingency Items”** means unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

5. **“Construction Engineering” or “CE”** means inspection services material testing, engineering consultation, and other reengineering activities required during Construction of the Project.
6. **“Consultant”** means any engineering firm or other entity retained by the Sponsor to perform consulting or design services for the Project.
7. **“Contractor”** means the entity awarded the Construction contract for the Project by the Sponsor, and any subcontractors working for the Contractor or the Sponsor with respect to the Project.
8. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
9. **“Expiration Date”** means one hundred twenty (120) days after the date the grant offer letter is mailed by the Secretary.
10. **“FAA”** means the Federal Aviation Administration, a federal agency of the United States.
11. **“KAIP”** means the Kansas Airport Improvement Program, administered by KDOT’s Division of Aviation.
12. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
13. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
14. **“National Plan of Integrated Airport Systems (NPIAS) Airport”** as defined and designated by the FAA; the current list of which may be found at https://www.faa.gov/airports/planning_capacity/npias/current/.
15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, reasonably determines are not Participating Costs.
16. **“Participating Costs”** means expenditures for items or services which are an integral part of the Project, as reasonably determined by the Secretary.
17. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the Sponsor.
18. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.

19. **“Project”** means all phases and aspects of the endeavor to be undertaken by the Sponsor, being as follows: acquire a Foreign Object Debris (FOD) sweeper unit for the August Municipal Airport in Augusta, Kansas, and is the subject of this Agreement.
20. **“Public Use General Aviation Airport”** means any airport available for use by the general public for the landing and taking off of aircraft but shall not include any airport classified as a primary airport by the Federal Aviation Administration (FAA), as defined in K.S.A. § 75-5061(e) or other applicable statute.
21. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.
22. **“Sponsor”** means the City of Augusta, Kansas, with its place of business at 113 E 6th Street, Augusta, KS 67010.
23. **“Useful Life Period”** means a sufficient period of time, as specifically designated in this Agreement in Article IV, paragraphs 9 and 10, to secure the investment of KAIP funds in the Project based on the nature and magnitude of Project costs and generally accepted economic or useful life cycle norms for the type of Construction involved in the Project.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Parties agree costs and contributions reflected below are for encumbrance purposes and may be subject to change.

Party	Responsibility	Total Projected Contributions (\$)
Secretary	50% of Participating Costs of the Project, not to exceed \$4,330.00.	4,330.00
Sponsor	50% of Participating Costs of the Project until Secretary’s funding limit is reached; 100% of Participating Costs of the Project after Secretary’s funding limit is reached; 100% of Non-Participating Costs.	4,330.00
Total Estimated Project Cost		8,660.00

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Reimbursement Payments.** The Secretary agrees to make such payment to the Sponsor as soon as reasonably possible after the Project is completed and after receipt of proper billing and certification by the Sponsor that the Project was completed. The Secretary reserves the right to retain up to five percent (5%) of the Secretary's maximum participation until the Sponsor completes its obligations under this Agreement to the satisfaction of the Secretary.

2. **Verification of Project Start** – The Secretary shall not reimburse the Sponsor until the Secretary receives verification from the Sponsor that the Project is underway. Verification for the Project may consist of evidence of order, acquisition, or other method deemed acceptable by the Secretary's authorized representative. Failure to submit verification that the Project has been started within two (2) years of the effective date shall result in the Secretary cancelling the Project. Permission to delay the Project start must be approved by the Secretary and evidenced by a supplemental agreement executed by both Parties.

ARTICLE IV

SPONSOR RESPONSIBILITIES:

1. **Project Administration.** The Sponsor agrees to undertake the Project, which entails installation of the facilities and/or equipment according to FAA standards and Sponsor's Project Application, which is incorporated by this reference and made a part of this Agreement as if set forth in its entirety herein. The Sponsor further agrees to construct/install facilities and equipment in accordance with the plans and specifications and to administer the Project and the payments due to the contractor, including any portion of cost borne by the Secretary. The Sponsor will provide to KDOT's Aviation Division certification when the project is complete.

2. **Conformity with Federal Requirements.** The Sponsor agrees that all airport planning and environmental activities associated with this grant shall be conducted in accordance with FAA written policy or policies governing the Sponsor's airport projects and the sequence thereof, including those that govern projects for a National Plan of Integrated Airport Systems (NPIAS) airport, where applicable.

3. **Prevailing Wages.** The Sponsor will require the Contractor to pay prevailing wages. The Sponsor will incorporate into the Construction contract the current general wage decision for the county in which the Project is being constructed. The Sponsor can obtain the current wage decision from KDOT's Bureau of Construction and Materials website.

4. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Sponsor will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by

the Sponsor, the Sponsor's employees, agents, subcontractors or its consultants. The Sponsor shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

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

6. **Accounting.** Upon request by the Secretary, the Sponsor will provide the Secretary an accounting of all actual Non-Participating Costs associated with the Project which are paid directly by the Sponsor to any party outside of the Secretary and costs incurred by the Sponsor not to be reimbursed by the Secretary. This will enable the Secretary to report all costs of the Project to the legislature.

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

8. **Maintenance.** When the Project is completed and final acceptance is issued the Sponsor will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by KDOT's Division of Aviation of any unsatisfactory maintenance condition, the Sponsor will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is completed to the Secretary's satisfaction.

9. **Assurance Clause.** At any time that the public is not allowed access to the Airport, the Sponsor agrees to reimburse the Secretary a prorated amount based on a ten (10) year useful life of the Project. This assurance clause will be valid and enforceable for ten (10) years from the date that the final payment is authorized. This provision is only applicable to closure for non-airport purposes.

10. **Useful Life.**

- (a) **Useful Life Period.** The Parties agree the Useful Life Period of the Project is ten (10) years, commencing on the date the Secretary gives notice of final acceptance of the Project.
- (b) **Change in Public Use.** After the Project is completed and during the entire Useful Life Period, the Airport shall remain open for public use. Any change in the public use of the real property for the Project will require written approval from the Secretary.

(c) Recapture of State Investment.

(i) During the first five (5) years of the Useful Life Period, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary under subparagraph (b) above, then the Sponsor shall pay to the Secretary 100% of the funds invested in the Project.

(ii) Following the first five (5) years of the Useful Life Period and until the Useful Life Period expires, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary under subparagraph (b) above, then the Sponsor shall pay to the Secretary as recapture of funds invested in the Project an amount, which will be determined according to the following formula:

$$\frac{\text{Total Amount of State and/or Federal Funds Invested in the Project}}{\text{Entire Useful Life Period for the Project}} \times \frac{\text{Number of Full Years Remaining in the Useful Life Period at the time of unauthorized change in use}}{\text{Recapture Amount}}$$

(iii) Any payments due to the Secretary pursuant to this subparagraph (c) shall be made within ninety (90) days after receipt of billing from the Secretary’s Chief of Fiscal Services unless an extension is granted by the Secretary.

ARTICLE V

GENERAL PROVISIONS:

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

2. **Offer Expiration.** The Secretary’s offer to fund the Project, subject to the terms of this Agreement, is contingent upon the Sponsor executing this Agreement on or before the Expiration Date. In the event the Sponsor fails to execute this Agreement on or before the Expiration Date, the Secretary will not be obligated to fund the Project and the Secretary may cancel the Project. If the Sponsor wishes to extend the Expiration Date, the Sponsor must submit a written extension request to the Secretary at least forty-five (45) days prior to the Expiration Date. After receiving the request, the Secretary may extend the Expiration Date by providing written notice to the Sponsor.

3. **Civil Rights Act.** The “Special Attachment No. 1, Rev. 09.20.17” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

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

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

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

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

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

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

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

City of Augusta, Kansas

By: _____
Mike Rawlings, Mayor

KANSAS DEPARTMENT OF TRANSPORTATION

Julie L. Lorenz, (date)
Secretary of Transportation

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

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

CLARIFICATION

Where the term "contractor" appears in the following "Nondiscrimination Clauses", the term "contractor" is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

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

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)



Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Julie L. Lorenz, Secretary of
Transportation
Robert W. Brock, Director

Phone: 785-296-2553
kdot#publicinfo@ks.gov
<http://www.ksdot.org>
Laura Kelly, Governor

March 4, 2022

Mr. Cody Sims
Augusta Municipal Airport
113 E 6th Street
Augusta, KS 67010

RE: KDOT Grant Offer – Project Number AV-2023-06

Dear Mr. Sims,

Congratulations, you have been approved for FY 2021 Kansas Airport Improvement Program (KAIP) funding to assist you in your project to Acquire a small crack sealant melter/applicator unit with a pallet of rubber crack filler material.

To complete this process, I have included the following documents for your action:

1. Grant Payee Information sheet (please complete)
2. Airport Project Agreement specific to your project (two copies, review and sign both)

KDOT requires you to return the 2 signed hard-copy agreements and completed grant payee sheet within 120 days of the date on this letter. This grant offer will expire on June 3rd, 2022. This grant is for the state fiscal year 2023. No work will be reimbursed that begins before the start of FY 2023, which begins July 1, 2022.

Please email a scanned copy of the signed contract directly to the KDOT Office of Chief Counsel's Contracts team at KDOT#OCC.Contracts@ks.gov to speed up the approval stamp/signature process.

Please ensure proper coordination with the FAA prior to starting this project. Such work may include but is not limited to updating of ALPs, filing construction reports such as 7460 or 7480, or environmental or obstacle determinations.

An original copy of the signed agreement will be returned to you upon completion.

If you have questions or concerns, please don't hesitate to contact us directly at (785) 296-2553. We look forward to working with you for the growth of Kansas aviation.

Sincerely,

A handwritten signature in black ink, appearing to be "R. Brock", written in a cursive style.

Robert W. Brock
Director

AVIATION AGREEMENT FOR EQUIPMENT AND ASSOCIATED FACILITIES

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

RECITALS:

- A. The Sponsor has applied for, and the Secretary has approved an Aviation Facilities and/or Equipment Project to: acquire a small crack sealant melter/applicator unit with a pallet of rubber crack filler material for the Augusta Municipal Airport.
- B. The Secretary has approved the use of Kansas Airport Improvement Program (KAIP) funds from the State’s General Aviation Airport Development Fund for this purpose, limited to the scope of the Project, as further described below.
- C. The Secretary and the Sponsor are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of the Airport.
- D. The Secretary and the Sponsor desire to enter into this Agreement to participate in the cost of the Project by use of State funds.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

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

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“Airport”** means Augusta Municipal Airport, a Public Use General Aviation Airport, located at 4800 W. Beech Drive, Augusta, KS 67010.
3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or pavement; any drainage, dredging, excavation, grading or similar work upon real property.
4. **“Construction Contingency Items”** means unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

5. **“Construction Engineering” or “CE”** means inspection services material testing, engineering consultation, and other reengineering activities required during Construction of the Project.
6. **“Consultant”** means any engineering firm or other entity retained by the Sponsor to perform consulting or design services for the Project.
7. **“Contractor”** means the entity awarded the Construction contract for the Project by the Sponsor, and any subcontractors working for the Contractor or the Sponsor with respect to the Project.
8. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
9. **“Expiration Date”** means one hundred twenty (120) days after the date the grant offer letter is mailed by the Secretary.
10. **“FAA”** means the Federal Aviation Administration, a federal agency of the United States.
11. **“KAIP”** means the Kansas Airport Improvement Program, administered by KDOT’s Division of Aviation.
12. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
13. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
14. **“National Plan of Integrated Airport Systems (NPIAS) Airport”** as defined and designated by the FAA; the current list of which may be found at https://www.faa.gov/airports/planning_capacity/npias/current/.
15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, reasonably determines are not Participating Costs.
16. **“Participating Costs”** means expenditures for items or services which are an integral part of the Project, as reasonably determined by the Secretary.
17. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the Sponsor.
18. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.

19. **“Project”** means all phases and aspects of the endeavor to be undertaken by the Sponsor, being as follows: acquire a small crack sealant melter/applicator unit with a pallet of rubber crack filler material for the Augusta Municipal Airport in Augusta, Kansas, and is the subject of this Agreement.
20. **“Public Use General Aviation Airport”** means any airport available for use by the general public for the landing and taking off of aircraft but shall not include any airport classified as a primary airport by the Federal Aviation Administration (FAA), as defined in K.S.A. § 75-5061(e) or other applicable statute.
21. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.
22. **“Sponsor”** means the City of Augusta, Kansas, with its place of business at 114 E 6th Street, Augusta, KS 67010.
23. **“Useful Life Period”** means a sufficient period of time, as specifically designated in this Agreement in Article IV, paragraphs 9 and 10, to secure the investment of KAIP funds in the Project based on the nature and magnitude of Project costs and generally accepted economic or useful life cycle norms for the type of Construction involved in the Project.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Parties agree costs and contributions reflected below are for encumbrance purposes and may be subject to change.

Party	Responsibility	Total Projected Contributions (\$)
Secretary	85% of Participating Costs of the Project, not to exceed \$3,670.00.	3,670.00
Sponsor	15% of Participating Costs of the Project until Secretary’s funding limit is reached; 100% of Participating Costs of the Project after Secretary’s funding limit is reached; 100% of Non-Participating Costs.	648.00
Total Estimated Project Cost		4,318.00

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Reimbursement Payments.** The Secretary agrees to make such payment to the Sponsor as soon as reasonably possible after the Project is completed and after receipt of proper billing and certification by the Sponsor that the Project was completed. The Secretary reserves the right to retain up to five percent (5%) of the Secretary's maximum participation until the Sponsor completes its obligations under this Agreement to the satisfaction of the Secretary.
2. **Verification of Project Start** – The Secretary shall not reimburse the Sponsor until the Secretary receives verification from the Sponsor that the Project is underway. Verification for the Project may consist of evidence of order, acquisition, or other method deemed acceptable by the Secretary's authorized representative. Failure to submit verification that the Project has been started within two (2) years of the effective date shall result in the Secretary cancelling the Project. Permission to delay the Project start must be approved by the Secretary and evidenced by a supplemental agreement executed by both Parties.

ARTICLE IV

SPONSOR RESPONSIBILITIES:

1. **Project Administration.** The Sponsor agrees to undertake the Project, which entails installation of the facilities and/or equipment according to FAA standards and Sponsor's Project Application, which is incorporated by this reference and made a part of this Agreement as if set forth in its entirety herein. The Sponsor further agrees to construct/install facilities and equipment in accordance with the plans and specifications and to administer the Project and the payments due to the contractor, including any portion of cost borne by the Secretary. The Sponsor will provide to KDOT's Aviation Division certification when the project is complete.
2. **Conformity with Federal Requirements.** The Sponsor agrees that all airport planning and environmental activities associated with this grant shall be conducted in accordance with FAA written policy or policies governing the Sponsor's airport projects and the sequence thereof, including those that govern projects for a National Plan of Integrated Airport Systems (NPIAS) airport, where applicable.
3. **Prevailing Wages.** The Sponsor will require the Contractor to pay prevailing wages. The Sponsor will incorporate into the Construction contract the current general wage decision for the county in which the Project is being constructed. The Sponsor can obtain the current wage decision from KDOT's Bureau of Construction and Materials website.
4. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Sponsor will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by

the Sponsor, the Sponsor's employees, agents, subcontractors or its consultants. The Sponsor shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

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

6. **Accounting.** Upon request by the Secretary, the Sponsor will provide the Secretary an accounting of all actual Non-Participating Costs associated with the Project which are paid directly by the Sponsor to any party outside of the Secretary and costs incurred by the Sponsor not to be reimbursed by the Secretary. This will enable the Secretary to report all costs of the Project to the legislature.

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

8. **Maintenance.** When the Project is completed and final acceptance is issued the Sponsor will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by KDOT's Division of Aviation of any unsatisfactory maintenance condition, the Sponsor will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is completed to the Secretary's satisfaction.

9. **Assurance Clause.** At any time that the public is not allowed access to the Airport, the Sponsor agrees to reimburse the Secretary a prorated amount based on a ten (10) year useful life of the Project. This assurance clause will be valid and enforceable for ten (10) years from the date that the final payment is authorized. This provision is only applicable to closure for non-airport purposes.

10. **Useful Life.**

- (a) **Useful Life Period.** The Parties agree the Useful Life Period of the Project is ten (10) years, commencing on the date the Secretary gives notice of final acceptance of the Project.
- (b) **Change in Public Use.** After the Project is completed and during the entire Useful Life Period, the Airport shall remain open for public use. Any change in the public use of the real property for the Project will require written approval from the Secretary.

(c) Recapture of State Investment.

(i) During the first five (5) years of the Useful Life Period, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary under subparagraph (b) above, then the Sponsor shall pay to the Secretary 100% of the funds invested in the Project.

(ii) Following the first five (5) years of the Useful Life Period and until the Useful Life Period expires, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary under subparagraph (b) above, then the Sponsor shall pay to the Secretary as recapture of funds invested in the Project an amount, which will be determined according to the following formula:

$$\frac{\text{Total Amount of State and/or Federal Funds Invested in the Project}}{\text{Entire Useful Life Period for the Project}} \times \frac{\text{Number of Full Years Remaining in the Useful Life Period at the time of unauthorized change in use}}{\text{Recapture Amount}}$$

(iii) Any payments due to the Secretary pursuant to this subparagraph (c) shall be made within ninety (90) days after receipt of billing from the Secretary’s Chief of Fiscal Services unless an extension is granted by the Secretary.

ARTICLE V

GENERAL PROVISIONS:

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

2. **Offer Expiration.** The Secretary’s offer to fund the Project, subject to the terms of this Agreement, is contingent upon the Sponsor executing this Agreement on or before the Expiration Date. In the event the Sponsor fails to execute this Agreement on or before the Expiration Date, the Secretary will not be obligated to fund the Project and the Secretary may cancel the Project. If the Sponsor wishes to extend the Expiration Date, the Sponsor must submit a written extension request to the Secretary at least forty-five (45) days prior to the Expiration Date. After receiving the request, the Secretary may extend the Expiration Date by providing written notice to the Sponsor.

3. **Civil Rights Act.** The “Special Attachment No. 1, Rev. 09.20.17” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

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

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

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

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

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

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

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

City of Augusta, Kansas

By: _____
Mike Rawlings, Mayor

KANSAS DEPARTMENT OF TRANSPORTATION

Julie L. Lorenz, (date)
Secretary of Transportation

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

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

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

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

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Julie L. Lorenz, Secretary of
Transportation
Robert W. Brock, Director

Phone: 785-296-2553
kdot#publicinfo@ks.gov
<http://www.ksdot.org>
Laura Kelly, Governor

March 4, 2022

Mr. Cody Sims
Augusta Municipal Airport
113 E 6th Street
Augusta, KS 67010

RE: KDOT Grant Offer – Project Number AV-2023-20

Dear Mr. Sims,

Congratulations, you have been approved for FY 2021 Kansas Airport Improvement Program (KAIP) funding to assist you in your project to Fuel farm equipment safety and environmental improvements.

To complete this process, I have included the following documents for your action:

1. Grant Payee Information sheet (please complete)
2. Airport Project Agreement specific to your project (two copies, review and sign both)

KDOT requires you to return the 2 signed hard-copy agreements and completed grant payee sheet within 120 days of the date on this letter. This grant offer will expire on June 3rd, 2022. This grant is for the state fiscal year 2023. No work will be reimbursed that begins before the start of FY 2023, which begins July 1, 2022.

Please email a scanned copy of the signed contract directly to the KDOT Office of Chief Counsel's Contracts team at KDOT#OCC.Contracts@ks.gov to speed up the approval stamp/signature process.

Please ensure proper coordination with the FAA prior to starting this project. Such work may include but is not limited to updating of ALPs, filing construction reports such as 7460 or 7480, or environmental or obstacle determinations.

An original copy of the signed agreement will be returned to you upon completion.

If you have questions or concerns, please don't hesitate to contact us directly at (785) 296-2553. We look forward to working with you for the growth of Kansas aviation.

Sincerely,

A handwritten signature in black ink, appearing to be "R. Brock", written over a light blue horizontal line.

Robert W. Brock
Director

AIRPORT MODERNIZATION AGREEMENT

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

RECITALS:

- A. The Sponsor has applied for, and the Secretary has approved an Airport Geometric Improvement Project to: improve environmental impacts and safety of fuel farm for the Augusta Municipal Airport.
- B. The Secretary has approved the use of Kansas Airport Improvement Program (KAIP) funds from the State’s General Aviation Airport Development Fund for this purpose, limited to the scope of the Project, as further described below.
- C. The Secretary and the Sponsor are empowered by the laws of Kansas to enter into agreements for the construction, planning, and maintenance of the Airport.
- D. The Secretary and the Sponsor desire to enter into this Agreement to participate in the cost of the Project by use of State funds.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

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

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“Airport”** means the Augusta Municipal Airport, a Public Use General Aviation Airport, located at 4799 W. Beech Drive, Augusta, KS 67010.
3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or pavement; any drainage, dredging, excavation, grading or similar work upon real property.

4. **“Construction Contingency Items”** means unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
5. **“Consultant”** means any engineering firm or other entity retained by the City to perform consulting or design services for the Project.
6. **“Construction Engineering” or “CE”** means inspection services material testing, engineering consultation, and other reengineering activities required during Construction of the Project.
7. **“Contractor”** means the entity awarded the Construction contract for the Project by the Sponsor, and any subcontractors working for the Contractor or the Sponsor with respect to the Project.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement and as approved by FAA.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Expiration Date”** means one hundred twenty (120) days after the date the grant offer letter is mailed by the Secretary.
11. **“FAA”** means the Federal Aviation Administration, a federal agency of the United States.
12. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, *et seq.*, Hazardous Waste.
13. **“KAIP”** means the Kansas Airport Improvement Program, administered by KDOT’s Division of Aviation.

14. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
15. **“Letting” or “Let”** means the process of receiving bids prior to an award of a Construction contract for any portion of the Project.
16. **“National Plan of Integrated Airport Systems (NPIAS) Airport”** as defined and designated by the FAA; the current list of which may be found at https://www.faa.gov/airports/planning_capacity/npias/current/.
17. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, reasonably determines are not Participating Costs.
18. **“Participating Costs”** means expenditures for items or services which are an integral part of the Project, as reasonably determined by the Secretary.
19. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the Sponsor.
20. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm, that takes place before Letting.
21. **“Project”** means all phases and aspects of the endeavor to be undertaken by the Sponsor, being as follows: improve environmental impacts and safety of fuel farm for the Augusta Municipal Airport in Augusta, Kansas, and is the subject of this Agreement.
22. **“Project Limits”** means that area of the Project, including all areas between and within the Right of Way boundaries as shown on the final Design Plans.
23. **“Public Use General Aviation Airport”** means any airport available for use by the general public for the landing and taking off of aircraft but shall not include any airport classified as a primary airport by the Federal Aviation Administration (FAA), as defined in K.S.A. § 75-5061(e) or other applicable statute.
24. **“Right of Way”** means the real property and interests therein necessary for construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the final Design Plans.
25. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.

- 26. **“Sponsor”** means the City of Augusta, Kansas, with its place of business at 113 E 6th Street, Augusta, KS 67010.
- 27. **“Useful Life Period”** means a sufficient period of time, as specifically designated in this Agreement in Article IV, paragraphs 21 and 22, to secure the investment of KAIP funds in the Project based on the nature and magnitude of Project costs and generally accepted economic or useful life cycle norms for the type of Construction involved in the Project.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include all Construction Contingency Items. The Parties agree costs and contributions reflected below are for encumbrance purposes and may be subject to change.

Party	Responsibility	Total Projected Contribution (\$)
Secretary	90% of Participating Costs of Construction and Construction Engineering (CE), not to exceed \$10,649.00.	10,650.00
Sponsor	10% of Participating Costs of Construction and CE until Secretary’s funding limit is reached; 100% of Participating Costs of Construction and CE after Secretary’s funding limit is reached; 100% of Costs of Preliminary Engineering, Right of Way, Utility Adjustments, and Non-Participating Costs.	1,183.00
Total Estimated Project Cost		11,833.00

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Reimbursement Payments.** The Secretary agrees to make such payment to the Sponsor as soon as reasonably possible after Construction of the Project is completed and after receipt of proper billing and certification by the Sponsor that the Project was constructed within substantial compliance of the approved Design Plans. The Secretary reserves the right to retain up

to five percent (5%) of the Secretary's maximum participation until the Sponsor completes its obligations under this Agreement to the satisfaction of the Secretary.

2. **Verification of Project Start.** The Secretary shall not reimburse the Sponsor until the Secretary receives verification from the Sponsor that the Project is underway. Verification for the Project may consist of evidence of Construction, proof of hiring Consultant or Contractor for the Project, or other method deemed acceptable by the Secretary's authorized representative. Failure to submit verification that the Project has been started within two (2) years of the effective date shall result in the Secretary cancelling the Project. Permission to delay the Project start must be approved by the Secretary and evidenced by a supplemental agreement executed by both Parties.

ARTICLE IV

SPONSOR RESPONSIBILITIES:

1. **Project Administration.** The Sponsor shall be responsible for undertaking the Project including, but not limited to, Design, Letting, administration, inspection, and completion of the Project. Immediately after the Project is Let, the Sponsor shall notify KDOT's Division of Aviation of the Letting date, the total contract amount, and any other requested information related to the Project.

2. **Design and Specifications.** The Sponsor will prepare, or contract to have prepared, Design Plans for the Project, Let the contract, construct the Project in accordance with the final Design Plans, inspect the Construction, and administer both the Project and the payments due the Contractor, including the portion of cost borne by the Secretary. The Sponsor shall separate and list apart the Participating Cost bid items from Non-Participating Cost bid items on both the final Design Plans and the bid documents.

3. **Conformity with Federal Requirements.** The Sponsor shall design the Project, or contract to have it designed, in conformity with the current Federal Aviation Administration (FAA) airport design standards and the rules and regulations of the FAA pertaining thereto. The Sponsor agrees that all airport planning and environmental activities associated with this grant shall be conducted in accordance with FAA written policy or policies governing the Sponsor's airport projects and the sequence thereof, including those that govern projects for a National Plan of Integrated Airport Systems (NPIAS) airport, where applicable.

4. **Submission of Design Plans to Secretary.** If requested, the Sponsor will furnish to KDOT's Division of Aviation one (1) set of final Design Plans.

5. **Consultant Contract Language.** The Sponsor shall include language requiring conformity with Article IV, paragraph 3 above, in all contracts between the Sponsor and any Consultant with whom the Sponsor has contracted to perform services for the Project. In addition, any contract between the Sponsor and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must

contain language requiring conformity with Article IV, paragraph 3 above. In addition, any contract between the Sponsor and any Consultant with whom the Sponsor has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

- a. Completion of Design. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
- b. Progress Reports. Language requiring the Consultant to submit to the Sponsor (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- c. Third Party Beneficiary. Language making the Secretary a third-party beneficiary in the agreement between the Sponsor and the Consultant. Such language shall read:

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

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

7. **Performance Bond**. The Sponsor has the discretion to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

8. **Preventive Maintenance**. The Sponsor agrees to implement, or work with the Airport to implement, an airport pavement management program which assures preventive maintenance for construction, reconstruction, replacement, and maintenance for projects which utilize KAIP funds.

9. **Final Acceptance.** The Sponsor shall obtain final acceptance and certification of the Project through KDOT's Division of Aviation.

10. **Prevailing Wages.** The Sponsor will require the Contractor to pay prevailing wages. The Sponsor will incorporate into the Construction contract the current general wage decision for the county in which the Project is being constructed. The Sponsor can obtain the current wage decision from KDOT's Bureau of Construction and Materials website.

11. **Utilities.** The Sponsor will move or adjust, or cause to be moved or adjusted, all Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented. The expense of such removal or adjustment shall be borne by the owner or the Sponsor.

12. **Hazardous Waste.** The Sponsor agrees to the following with regard to Hazardous Waste:

- (a) **Removal of Hazardous Waste.** The Sponsor shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The Sponsor shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The Sponsor will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency (EPA), State of Kansas environmental laws and regulations, and local agency standards where the Hazardous Waste is located.
- (b) **Responsibility for Hazardous Waste Remediation Costs.** The Sponsor shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.
- (c) **Hazardous Waste Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Sponsor shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the Sponsor in undertaking cleanup or remediation for any Hazardous Waste.
- (d) **No Waiver.** By signing this Agreement, the Sponsor has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek

indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project limits. The Sponsor reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project limits.

13. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Sponsor will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Sponsor, the Sponsor's employees, agents, subcontractors, or consultants. The Sponsor shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

14. **Indemnification by Contractors.** The Sponsor agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the Sponsor from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors, or suppliers. If the Secretary or the Sponsor defends a third party's claim, the Contractor shall indemnify the Secretary and the Sponsor for damages paid to the third party and all related expenses either the Secretary or the Sponsor or both incur in defending the claim.

15. **Inspection of Records.** During Project execution, representatives of the Secretary may make periodic inspection of the Project and the records of the Sponsor as may be deemed necessary or desirable. The Sponsor will direct or cause its Contractor to accomplish any corrective action or work required by the Secretary's representative as necessary to the performance of this Agreement.

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

17. **Accounting.** Upon request by the Secretary, the Sponsor will provide the Secretary an accounting of all actual Non-Participating Costs associated with the Project which are paid directly by the Sponsor to any party outside of the Secretary and costs incurred by the Sponsor not to be reimbursed by the Secretary. This will enable the Secretary to report all costs of the Project to the legislature.

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

19. **Maintenance.** When the Project is completed and final acceptance is issued the Sponsor will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by KDOT's Division of Aviation of any unsatisfactory maintenance condition, the Sponsor will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is completed to the Secretary's satisfaction.

20. **Project Modification.** Any the following Project changes require the Sponsor to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be Let
- b. Project description
- c. Project scope

During Construction, the Sponsor shall notify the Secretary of any changes in the plans and specifications, which will require the written approval of the Secretary.

21. **Assurance Clause.** At any time that the public is not allowed access to the Airport, the Sponsor agrees to reimburse the Secretary a prorated amount based on a ten (10) year Useful Life of the Project. This assurance clause will be valid and enforceable for ten (10) years from the date that the final payment is authorized. This provision is only applicable to closure for non-airport purposes.

22. **Useful Life.**

(a) **Useful Life Period.** The Parties agree the Useful Life Period of the Project is ten (10) years, commencing on the date the Secretary gives notice of final acceptance of the Project.

(b) **Change in Public Use.** After the Project is completed and during the entire Useful Life Period, the Airport shall remain open for public use. Any change in the public use of the real property for the Project will require written approval from the Secretary.

(c) **Recapture of State Investment.**

(i) During the first five (5) years of the Useful Life Period, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary under subparagraph (b) above, then the Sponsor shall pay to the Secretary 100% of the funds invested in the Project.

(ii) Following the first five (5) years of the Useful Life Period and until the Useful Life Period expires, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary under subparagraph (b) above, then the Sponsor shall pay to the Secretary as

recapture of funds invested in the Project an amount, which will be determined according to the following formula:

$$\begin{array}{rcl}
 \text{Total Amount} & & \text{Number of Full Years} \\
 \text{of State and/or Federal Funds Invested in} & & \text{Remaining in the Useful} \\
 \text{the Project} & \times & \text{Life Period at the time of} \\
 \hline & & \text{unauthorized change in use} \\
 \text{Entire Useful Life Period} & & \text{Recapture} \\
 \text{for the Project} & & \text{Amount} \\
 & & =
 \end{array}$$

(iii) Any payments due to the Secretary pursuant to this subparagraph (c) shall be made within ninety (90) days after receipt of billing from the Secretary’s Chief of Fiscal Services unless an extension is granted by the Secretary.

ARTICLE V

GENERAL PROVISIONS:

1. **Project Limits.** It is mutually agreed the Project will be constructed within the limits of the Airport.
2. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.
3. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to the Project.
4. **Offer Expiration.** The Secretary’s offer to fund the Project, subject to the terms of this Agreement, is contingent upon the Sponsor executing this Agreement on or before the Expiration Date. In the event the Sponsor fails to execute this Agreement on or before the Expiration Date, the Secretary will not be obligated to fund the Project and the Secretary may cancel the Project. If the Sponsor wishes to extend the Expiration Date, the Sponsor must submit a written extension request to the Secretary at least forty-five (45) days prior to the Expiration Date. After receiving the request, the Secretary may extend the Expiration Date by providing written notice to the Sponsor.
5. **Civil Rights Act.** The “Special Attachment No. 1, Rev. 09.20.17” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
6. **Contractual Provisions.** The provisions found in the current version of the Contractual Provisions Attachment (Form DA-146a), which is attached hereto, are incorporated into and made a part of this Agreement.

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

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

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

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

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

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

City of Augusta, Kansas

By: _____
Mike Rawlings, Mayor

KANSAS DEPARTMENT OF TRANSPORTATION

Julie L. Lorenz, (date)
Secretary of Transportation

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

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

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

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

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

GRANT PAYEE INFORMATION

Payee: _____

Address: _____

Federal Identification Number (FEIN) _____

Phone Number: _____

Point of Contact: _____

E-mail Address: _____

If you prefer electronic transfer of funds **and** you are already on file with KDOT Fiscal, please indicate with an "X" in this box.

Please return this form with the signed grant agreement.



**CITY OF AUGUSTA
CITY COUNCIL AGENDA REPORT**

Meeting Date: April 18, 2022
 Department: Community Development – Street Division
 Submitted By: Cody Sims, Assistant City Manager
 Prepared By: Cody Sims, Assistant City Manager
 Agenda Title: **Ordinance No. 2190 Amending Certain Sections of Chapter 15, Article 5 of the City Code of the City of Augusta, Kansas Establishing Regulations for the Solid Waste Utility**

RECOMMENDED MOTION:

“I move to approve proposed Ordinance No. 2190 amending certain sections of Chapter 15, Article 5 of the City Code of the City of Augusta, Kansas Establishing Regulations for the Solid Waste Utility and Repealing Other Ordinances in Conflict with Amended Sections.”

BACKGROUND:

Over the past couple of months, the City Council has had multiple conversations regarding the future operations of the compost site and limb yard. At the April 4, 2022 meeting, the City Council discussed the following:

- Prohibit commercial tree trimming businesses from using the limb yard.
- For the 2022 growing season, restrict usage to residents of Augusta and landscaping/grounds maintenance companies with an Augusta address. Staff will monitor operations costs throughout the year and report back to the City Council at the end of 2022 to determine future operations of the site.
- Local landscaping/grounds maintenance contractors who obtain a permit may use the site for grass only. Adjust the permit fee from the current rate of \$50/\$75.
- Residents may dispose of grass and limbs at the site. Limbs must be no more than six (6) inches in diameter.
- Adjust the days in which the facility is open to the public. The facility is currently open five (5) days a week (Wednesday – Sunday).
- Re-introduce yard waste into the waste stream for added convenience for residential customers.
- Consider alternatives to secure the facility during hours of operation, including cameras, part-time employees, and an access gate/height restrictor.

ANALYSIS:

1. **Hours of Operation.** The compost site and limb yard is currently open Wednesday – Friday, 7:00am to 6:00pm, and Saturday – Sunday, 9:00am to 5:00pm. Staff recommends reducing the availability of the site to Wednesday, 8:00am to 5:00pm and Saturday, 9:00am to 5:00pm.
2. **Permit Fee.** The permit fee for commercial dumping is currently \$50 for businesses located within the city limits of Augusta, while permit fees are \$75 for businesses outside of the city limits. Each permit is applicable to three vehicles, after which each additional permit is \$10 per permit. Staff recommends adjusting the permit fee to \$500 per vehicle.
3. **Proposed Ordinance No. 2190.**
 - a. Chapter 15, Article 5, Section 15-501(i): Amend the definition of *Refuse* to eliminate “grass clippings” and “yard waste.” This amendment will allow grass clippings and yard waste to be included in the waste stream, and provide residential customers with greater convenience to dispose of their grass clippings.

“Refuse – shall mean all garbage and solid waste from residential, commercial, or industrial premises. It shall include semi-liquid or wet wastes with insufficient moisture and other liquid contents to be free flowing. It shall not include, except for minor amounts incidental to other wastes, any refuse resulting from building evacuation, demolition, or remodeling work, or any construction work, nor shall it include tree stumps, ~~grass clippings, yard waste, limbs,~~ tree trunks, tree trimmings, and limbs, or the tree trimmings resulting from the cutting down, or topping of any tree, regardless of who performs the work, nor shall it include refuse resulting from tornado, cyclone, extreme windstorms, ice storms, flood or other act of God, or the burning of any building.”

- b. Chapter 15, Article 5, Section 15-509: Amend to define who can and cannot use the compost site and limb yard.

~~*“Commercial dumping at compost/limb site:*~~

~~*(a) All Commercial Businesses operating within the City of Augusta that include Tree Services and/or Mowing Services will be required to obtain a permit to allow for the dumping of grass clippings, yard waste, and limbs at the City compost/limb site during its normal hours of operation. Permits will be monitored by City of Augusta employees at the compost/limb site.*~~

~~(b) USD 402 will not be required to obtain a permit allowing the dumping of grass clippings, yard waste, and limbs at the City compost/limb site as long as they do not hire commercial operators for these types of services.”~~

“15-509 Commercial dumping at compost/limb site

Use of the compost/limb site shall be reserved for residential customers residing within the corporate limits of the City of Augusta and landscaping/grounds maintenance businesses with an Augusta address. Tree service businesses are prohibited from using the compost/limb site.”

- c. Chapter 15, Article 5, Section 15-510: Amend to define requirements for commercial permitting.

“15-510 Same; permit.

Permits shall be required for all landscaping/grounds maintenance businesses utilizing the compost/limb site and can be purchased at the Community Development Office located ~~in City Hall~~ at ~~113~~ 110 East 6th Avenue. The permit fee shall be established from time to time by resolution of the governing body of the City of Augusta, Kansas. Permits ~~will~~ shall be valid from the date of purchase until December 31st of the year of purchase. Permit fees will not be pro-rated based on the date of purchase.”

FISCAL IMPACT/FUNDING SOURCE:

- If the compost/limb site remains open, it must be monitored to enforce permits and prevent illegal dumping. As a result, there will be added costs for personnel. Staff has identified a suitable shed for \$5,595 that will require an additional \$4,500 to finish the interior, run electricity, and install air conditioning.
- Adding grass clippings to the municipal waste stream will add some costs to our tipping fees that will be covered by landfill fees in line item 20-45-4208 as shown on page 151 of the 2022 Budget.
- Between April 1st – April 15th, the City of Augusta incurred the following costs to maintain the compost/limb site:

Expense	Hours	Cost	Description
Personnel	124.5	\$6,205.02	Manhours
Equipment	51.37	\$2,862.22	Includes \$86.21 for fuel for hauling.
Site Improvements*		\$3,735.29	Driving surface and gate repairs.
April 1st-15th Total		\$12,802.53	

- Highest equipment cost came from the John Deere Loader, which was used for 24 hours at a cost of \$46.45/hour, for a total operating cost of \$1,114.80.
 - Removed 106 loads of limbs equaling 636 cubic yards
 - Removed 64 loads of grass clippings for a total of 384 cubic yards
 - Added 300 tons of 1” x 3” rock to improve the driving surface in the compost/limb yard to minimize rutting and potholes for a total cost of \$3,711.30.
 - Repaired the site gates (turnbuckles, tension cables, and clamps) at a cost of \$23.99 for a total site repair cost of \$3,735.29.
 - Hauled five (5) 30-yd dumpster loads of grass clippings to the landfill for disposal, equaling 28.25 tons at a cost of \$1,815.28.
-

Department Head Approval Date: 04-15-2022

City Manager Approval Date:

City Attorney Approval Date:

Attachments (*list in packet assembly order*):

1. *Proposed Ordinance No. 2190*

(Published on the City of Augusta website, www.augustaks.com
on the 19th day of April 2022)

THE CITY OF AUGUSTA, KANSAS

ORDINANCE No. 2190

AN ORDINANCE AMENDING CERTAIN SECTIONS OF
CHAPTER 15, ARTICLE 5 OF THE CITY CODE OF THE
CITY OF AUGUSTA, KANSAS ESTABLISHING
REGULATIONS FOR THE SOLID WASTE UTILITY AND
REPEALING OTHER ORDINANCES OF SAID CITY IN
CONFLICT WITH AMENDED SECTIONS.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE
CITY OF AUGUSTA, KANSAS AS FOLLOWS:

SECTION 1: Amending Chapter 15, Article 5, Section 15-501, Section 15-509, and
Section 15-510 of the City Code

Chapter 15, Article 5, Section 15-501(i) of the Code of the City of Augusta, Kansas is
hereby amended to read as follows:

“15-501 DEFINITIONS.

- (i) Refuse – shall mean all garbage and solid waste from residential, commercial,
or industrial premises. It shall include semi-liquid or wet wastes with
insufficient moisture and other liquid contents to be free flowing. It shall not
include, except for minor amounts incidental to other wastes, any refuse
resulting from building evacuation, demolition, or remodeling work, or any
construction work, nor shall it include tree stumps, tree trunks, tree
trimmings, and limbs, or the tree trimmings resulting from the cutting down,
or topping of any tree, regardless of who performs the work, nor shall it include
refuse resulting from tornado, cyclone, extreme windstorm, ice storms, flood or
other acts of God, or the burning of any building.”

Chapter 15, Article 5, Section 15-509 of the Code of the City of Augusta, Kansas is
hereby amended to read as follows:

“15-509 COMMERCIAL DUMPING AT COMPOST/LIMB SITE

Use of the compost/limb site shall be reserved for residential customers residing within the corporate limits of the City of Augusta and landscaping/grounds maintenance businesses with an Augusta address. Tree service businesses are prohibited from using the compost/limb site.”

Chapter 15, Article 5, Section 15-510 of the Code of the City of Augusta, Kansas is hereby amended to read as follows:

“15-510 SAME; PERMIT

Permits shall be required for all landscaping/grounds maintenance businesses utilizing the compost/limb site and can be purchased at the Community Development Office located at 110 East 6th Avenue. The permit fee shall be established from time to time by resolution of the governing body of the City of Augusta, Kansas. Permits shall be valid from the date of purchase until December 31st of the year of purchase. Permit fees will not be pro-rated based on the date of purchase.”

SECTION 2: REPEAL

All ordinances or parts of ordinances in conflict herewith are repealed. However, any section of an existing ordinance not in conflict herewith is not repealed and remains in full force and effect.

SECTION 3: EFFECTIVE DATE

This ordinance shall take effect and be in force from and after its publication in the official city newspaper.

Passed by the City Council this 18th day of April 2022.

Approved by the Mayor this 18th day of April 2022.

MIKE L. RAWLINGS, MAYOR

ATTEST:

[SEAL]

ERICA L. JONES, CITY CLERK



CITY OF AUGUSTA CITY COUNCIL AGENDA REPORT

Meeting Date: April 18, 2022
 Department: Administration
 Submitted By: Cody Sims, Assistant City Manager
 Prepared By: Susie Geiger, Assistant to the City Manager
 Agenda Title: **Fee Schedule Resolution No. 2022-11**

RECOMMENDED ACTION:

Approval of Fee Schedule Resolution No. 2022-11 making changes to various City fees.

BACKGROUND:

Staff is recommending that City Council approve several changes to the City’s fee schedule with Fee Schedule Resolution 2022-11. These recommendations are all coming from the Community Development Department and would apply to the Augusta Municipal Pool, Elmwood Cemetery, and Augusta Municipal Airport.

The proposed changes to the Augusta Municipal Pool fee structure were recommended for approval by the Park Advisory Board at their meeting on April 8, 2022. The City Council had provided direction to increase pool fees during the 2022 Budget Work Sessions. The proposed changes to the Augusta Municipal Airport were recommended for approval by the Airport Advisory Board at their meeting on March 16, 2022. The recommendation for changes to the Elmwood Cemetery fees come from staff after reviewing fees from other municipal cemeteries in the region.

ANALYSIS:

The changes proposed in Fee Schedule Resolution 2022-11 are summarized below:

Augusta Municipal Pool

The swimming pool has several significant factors that are affecting the financial performance of the facility. To begin, it is an aged facility, which means the City has had to make significant investments in critical pieces of equipment in recent years. This has included replacing the acid and chlorine pumps, replacing the filtration system, replacing the diving board, and annual

replacement of valves. We had to paint the inside of the pool and make other improvements for safety and to minimize slips and falls. In the upcoming 2023 Budget discussions, further conversations will be required regarding the paint on the inside of the pool that will likely be a significant budget item to address.

It has been several years since any adjustments were made to fees at the Augusta Municipal Swimming Pool. During the timeframe 2015 – 2021 the swimming pool generated \$176,661.55 in revenue; however, during that same time, expenditures were \$708,134.48. This yields a seven-year loss of **(\$531,472.93)**. From 2015 – 2021, average revenue was \$25,237, while average expenditures were \$101,162. While it is not practical to expect the facility to generate a profit, or even break even, our operating costs for personnel and maintenance continue to increase while attendance and revenue decline. As such, staff recommends the following adjustments to the rate structure at the municipal swimming pool, effective for the 2022 swim season.

<i>Swimming Pool</i>		
	<i>Current Rate</i>	<i>Proposed Rate</i>
Age 0 – 5 Daily Pass	FREE	FREE
Age 6 – 12 Daily Pass (Child)	\$1.75	\$3.00
Age 13+ Daily Pass (Adult)	\$3.00	\$5.00
Punch Card Pass (24x)	\$25.00	\$40.00
<i>Swimming Lessons</i>		
1 st Child (30-minute session)	\$25.00	\$30.00
2 nd Child (30-minute session)	\$20.00	\$25.00
Private – 1 Child (30-minute session)	\$30.00	\$40.00
<i>Pool Parties</i>		
0 – 30 swimmers	\$100.00	Removed
31 – 75 swimmers	\$125.00	Removed
76 – 100+ swimmers	\$150.00	Removed
0 – 29 swimmers	N/A	\$175.00
30 – 59 swimmers	N/A	\$200.00
60 – 99 swimmers	N/A	\$225.00
100+ swimmers	N/A	\$250.00
Water Aerobics (T/Th 12:00pm – 12:45pm)	N/A	\$5.00

Beginning with the 2022 swim season, staff proposes to add Water Aerobics as programming at the municipal swimming pool. Sessions would be held Tuesday and Thursday in the hour leading up to the pool opening, from 12:00pm to 12:45pm. As with years past, the pool will be open seven days a week, weather and conditions permitting, beginning Saturday, May 28th, from 1:00pm to 6:00pm. During the week, swimming lessons will be held in the morning, followed by the adult swim or water aerobics.

Elmwood Cemetery

Staff is recommending several changes to the fee structure for Elmwood Cemetery. These recommendations were formed based on staff analysis and research into the fee structures of the city cemeteries in Wellington, Winfield, and El Dorado. The purpose of these changes is to streamline and clarify the fee structure and more adequately cover operation costs.

<i>Elmwood Cemetery</i>		
	<i>Current Rate</i>	<i>Proposed Rate</i>
<i>Grave Space</i>		
Resident	\$400.00	\$400.00
Non-Resident	\$800.00	\$800.00
<i>Opening/Closing Fee (Adult/Child)</i>		
Resident	N/A	\$500.00
Non-Resident	N/A	\$750.00
Resident (Monday-Friday 8am-3pm)	\$500.00	Removed
Non-Resident (Monday-Friday 8am-3pm)	\$750.00	Removed
Resident (After 3pm, Saturdays, Holidays)	\$600.00	Removed
Non-Resident (After 3pm, Saturdays, Holidays)	\$875.00	Removed
<i>Opening/Closing Fee (Cremations – Adult/Child)</i>		
Resident	N/A	\$250.00
Non-Resident	N/A	\$375.00
Resident/Non-Resident (Monday-Friday 8am-3pm)	\$250.00	Removed
Resident/Non-Resident (After 3pm, Saturdays, Holidays)	\$350.00	Removed
<i>Surcharges</i>		
Graveside service concluding after 3:00pm (Weekdays)	N/A	\$200.00
Graveside service concluding after 12:00pm (Saturday)	N/A	\$200.00
Saturday Service	N/A	\$200.00
<i>Opening/Closing Fee (Infant 0 – 24 mo.)</i>		
Resident	\$0.00	\$0.00
Non-Resident	\$100.00	\$100.00
<i>Disinterment</i>		
Resident	\$500.00	\$1,000.00
Non-Resident	\$750.00	\$1,500.00
<i>Reinterment</i>		
Resident	\$500.00	\$500.00
Non-Resident	\$750.00	\$750.00
<i>Monument/Headstone/Marker Fee</i>		

Monument, Headstone, or Marker License Fee	\$30.00	Removed
Single/Double	N/A	\$50.00
Columbarium Cremation Headstone (includes Recording Fee)	N/A	\$100.00
<i>Reflag Fee</i>		
After 7 days	N/A	\$50.00
<i>Shepherd's Hook</i>	\$10.00	\$10.00

Staff is proposing the addition of a surcharge of \$200.00 for graveside services that conclude after 3:00 PM on weekdays and after 12:00 PM on Saturdays as well as a \$200 surcharge for all Saturday services. Cemetery staff typically works from approximately 7:00 AM – 3:30 PM Monday thru Friday depending on the weather, meaning any work that needs to be done outside of those hours will likely require overtime pay. Staff does not schedule services past 3 PM on weekdays, but depending on the length of service and the time required to remove equipment and backfill graves, overtime staff work may still be required. For this reason, staff wants to discourage services from being scheduled later in the afternoon on weekdays or at all on Saturdays.

This extra staff cost for certain services is partially accounted for with current fees, with residents and non-residents having to pay \$100 and \$125 more for services that last past 3:00 PM on weekdays or take place on a Saturday or holiday. Both residents and non-residents are also currently charged \$100 more for cremation services that last past 3:00 PM on weekdays or take place on Saturdays and holidays. However, staff believes replacing these fee differences with a \$200 surcharge would be both clearer and more adequately cover the staff overtime cost. Also, the City does not currently perform services on holidays, so that language would be removed. Finally, the surcharge for a service lasting past 12:00 PM on a Saturday would be a new addition to further discourage services being scheduled on Saturdays.

The addition of these surcharges would allow the Opening/Closing fee structure to be simplified to resident and non-resident fees.

The other notable proposed changes are summarized below:

- Disinterment fees would be doubled for both residents and non-residents (to \$1,000 and \$1,500 respectively) to more adequately cover the cost of the operation.
- The monument/headstone/marker fee would be increased from \$30 to \$50 for singles and doubles and to \$100 for Columbarium Cremation Headstones. The extra \$50 for the latter is to account for the cost of data entry to keep cemetery records accurate.
- Staff is proposing the addition of a reflag fee, which would be incurred 7 days after a flag has been put in the ground to mark the placement of a headstone if it has not yet been

removed by the company. Staff would need to remove these flags after a certain amount of time to complete regular maintenance and there is a cost to removing and replacing the flag in these cases.

Augusta Municipal Airport

The proposed changes to the fee structure at the Augusta Municipal Airport were recommended for approval by the Airport Advisory Board and are routine adjustments.

<i>Airport Division</i>		
	<i>Current Rate</i>	<i>Proposed Rate</i>
Community Hangar – Daily - Single	\$35.00	\$50.00
Community Hangar – Daily – Large - Twin	\$50.00	\$100.00
Community Hangar – Daily – Large - Jet	N/A	\$150.00
Community Hangar – Monthly - Single	\$188.00	\$188.00
Community Hangar – Monthly – Light - Twin	\$200.00	\$200.00
Community Hangar – Monthly – Large - Twin	\$250.00	\$250.00
Community Hangar – Monthly - Jet	\$400.00	\$400.00
Hangar Lease – Monthly	\$188.00	\$188.00
Hangar Lease - Daily	\$25.00	\$25.00
Tie Down – Monthly	\$30.00	\$30.00
Tie Down – Weekly (2 weeks or less can be waived with fuel purchase)	N/A	\$25.00
Tie Down - Overnight	\$5.00	Removed
Ground Power Unit	\$25.00	Removed
Preheat – All Aircraft	\$25.00	\$25 per 30 minutes, \$25 minimum
Preheat – Twin	\$50.00	Removed
After Hours Call Outs (per hour, 2 hr minimum)	\$35.00	Fee still \$35 but minimum hours changed from 1 to 2
Business Advertisement (Airport website) - Annual	\$100.00	Removed
Certified Flight Instructor Advertisement (Airport website) - Annual	\$50.00	Removed
Plane for Sale Advertisement – One Time Fee	\$25.00	Removed
Returned Check/ACH	N/A	\$30.00

Augusta City Lake

Staff is proposing that the language “Lake Augusta Boat Permits” be changed to “Vessels Requiring State Registration” to match the fee structure at Santa Fe Lake and correspond to proposed Ordinance No. 2189 (also to be considered at tonight’s City Council meeting).

FISCAL IMPACT/FUNDING SOURCE:

Changes to the Augusta Municipal Pool fees will impact the General Fund. Changes to fees at Elmwood Cemetery will impact the General Fund and Fund 11 Cemetery Endowment. Changes to Augusta Municipal Airport fee structure will impact Fund 70 Airport.

Department Head Approval Date:

City Manager Approval Date:

City Attorney Approval Date:

Attachments (*list in packet assembly order*):

1. Proposed Fee Schedule Resolution No. 2022-11



**RESOLUTION NO. 2022-11
CITY OF AUGUSTA, KANSAS
FEE SCHEDULE**

The Governing Body of the City of Augusta, Kansas does hereby establish the following schedule of fees:

WHEREAS, The City of Augusta must assess fees for certain services that it provides as authorized by the governing body of the City of Augusta, Kansas; and

WHEREAS, The City of Augusta need to review as necessary and adjust said fees in order to cover the expense of providing the services; and,

NOW, THEREFORE BE IT RESOLVED, by the governing body of the City of Augusta, that this fee schedule be set.

	<u>Proposed Fee</u>	<u>Revenue Fund</u>
ADMINISTRATIVE SERVICES DEPARTMENT		
Copies (per page)	\$ 0.25	General Fund
Fax-local (per page)	\$ 0.20	General Fund
Fax-long distance (per page)	\$ 0.30	General Fund
Research (per half hour - 1 half hour minimum charge)	\$ 12.50	General Fund
City Clerk Division		
Returned Check	\$ 30.00	Fund Originally Receiving Revenue
Cereal Malt Beverage License		
General Retailer (annual fee)	\$ 100.00	General Fund
Limited Retailer (annual fee)	\$ 50.00	General Fund
Cereal Malt Beverage License Relocation Fee	\$ 25.00	General Fund
Alcoholic Liquor Occupational Tax (annual fee)	\$ 150.00	General Fund
Alcoholic Liquor Occupational Tax (two-year fee)	\$ 300.00	General Fund
Alcoholic Liquor Distributor's License (annual fee)	\$ 300.00	General Fund
Alcoholic Liquor Distributor's License (two-year fee)	\$ 600.00	General Fund
Beer Distributor's License (annual fee)	\$ 50.00	General Fund
Class A Club License (annual fee)	\$ 100.00	General Fund
Class A Club License (two-year fee)	\$ 200.00	General Fund
Class B Club License (annual fee)	\$ 250.00	General Fund
Class B Club License (two-year fee)	\$ 500.00	General Fund
Drinking Establishment License (annual fee)	\$ 250.00	General Fund
Drinking Establishment License (two-year fee)	\$ 500.00	General Fund
Caterer's Alcoholic Liquor License (annual fee)	\$ 250.00	General Fund
Temporary Permit to Serve Alcoholic Liquor	\$ 25.00	General Fund
Fireworks		
Permit for Manufacturing, Storage and Sale of Fireworks	\$ 5,500.00	General Fund
Security Deposit	\$ 2,500.00	General Fund
General Business License		
One-day license	\$ 25.00	General Fund
12 month license	\$ 100.00	General Fund
Horse & Carriage License (Annual Fee)		
12 month license per carriage	\$ 100.00	General Fund
12 month license per driver applicant	\$ 15.00	General Fund
Pawnbroker or Precious Metal Dealer Annual Fee	\$ 50.00	General Fund
Adult Entertainment Establishment Annual Fee	\$ 400.00	General Fund
Escort Service Annual License Fee	\$ 400.00	General Fund
Escort/Escort Service Runner Annual License Fee	\$ 250.00	General Fund
Budget Document	\$ 25.00	General Fund
Notary Fee		
City Business	\$ -	General Fund
Non-City Business (Augusta resident)	\$ -	General Fund
Non-City Business (non-Augusta resident)	\$ 5.00	General Fund
Utility Division		
Electric Utility new connection fee	\$ 25.00	Electric Fund
Water Utility new connection fee	\$ 25.00	Water Fund
Electric Utility transfer to new address	\$ 10.00	Electric Fund
Water Utility transfer to new address	\$ 10.00	Water Fund
Utility Disconnect fee (assessed at 9 a.m. on shut off day)	\$ 20.00	Electric/Water Funds

Reconnect utilities - after hours	\$	30.00	Electric/Water Funds
Utility Disconnect fee - if meter pulled/cut	\$	40.00	Electric/Water Funds
Unauthorized tampering / illegal connection fee	\$	100.00	Electric/Water Funds
Returned Check	\$	30.00	Electric/Water Funds
Water Meter Testing Fee	\$	50.00	Water Fund
Electric Meter Testing Fee	\$	50.00	Electric Fund
Mercury Vapor Light Rental			
under 250 watt (monthly rental fee)	\$	5.00	Electric Fund
250 watt or more (monthly rental fee)	\$	10.00	Electric Fund
Replacement Cost for Poly Cart due to theft or improper use	\$	50.00	Solid Waste Fund
Water Rates	Refer to Ordinance		Water Fund
Sewer Rates	Refer to Ordinance		Wastewater Fund
Electric Rates	Refer to Ordinance		Electric Fund
Refuse Rates	Refer to Ordinance		Solid Waste Fund
COMMUNITY DEVELOPMENT DEPARTMENT			
AIRPORT DIVISION			
Community Hangar - Daily - Single	\$	50.00	Airport Fund
Community Hangar - Daily - Large - Twin	\$	100.00	Airport Fund
Community Hangar - Daily - Large - Jet	\$	150.00	Airport Fund
Community Hangar - Monthly - Single	\$	188.00	Airport Fund
Community Hangar - Monthly - Light - Twin	\$	200.00	Airport Fund
Community Hangar - Monthly - Large - Twin	\$	250.00	Airport Fund
Community Hangar - Monthly - Jet	\$	400.00	Airport Fund
Hangar Lease - Monthly	\$	188.00	Airport Fund
Hangar Lease - Daily	\$	25.00	Airport Fund
Tie Down - Monthly	\$	30.00	Airport Fund
Tie Down - Weekly (2 weeks or less can be waived with fuel purchase)	\$	25.00	Airport Fund
Tie Down - Overnight	\$	5.00	Airport Fund
Ground Power Unit	\$	25.00	Airport Fund
		\$25 per 30 minutes, \$25 minimum	
Preheat - All Aircraft			Airport Fund
Preheat - Twin	\$	50.00	Airport Fund
After Hours Call Outs (per hour, 2 hr minimum)	\$	35.00	Airport Fund
Business Advertisement (Airport website) - Annual	\$	100.00	Airport Fund
Certified Flight Instructor Advertisement (Airport website) - Annual	\$	50.00	Airport Fund
Plane for Sale Advertisement - One Time Fee	\$	25.00	Airport Fund
Returned Check/ACH	\$	30.00	Airport Fund
INSPECTION DIVISION			
Building Inspection			
Sewer Tap			
Assembly, Commercial, Residential	\$	500.00	Wastewater Fund
Industrial, Outside city limits	\$	750.00	Wastewater Fund
Water Meter Service Connection Fees			
Three-fourths inch to five-eighths inch meter	\$	900.00	Water Fund
One inch meter	\$	1,000.00	Water Fund
One and one-half inch meter thru four inch meter		materials & installation	Water Fund
Temporary installation	\$	250.00	Water Fund
Electric Transformer & Connection Fees			
New Development			
Overhead Service - Single Phase - 100/200 amps	\$	710.00	Electric Fund
Overhead Service - Single Phase - 320 amps	\$	1,145.00	Electric Fund
Overhead Service - Single Phase - 400 amps	\$	1,718.00	Electric Fund
Underground Service - Single Phase - 100/200 amps	\$	1,105.00	Electric Fund
Underground Service - Single Phase - 320 amps	\$	1,725.00	Electric Fund
Underground Service - Single Phase - 400 amps	\$	2,115.00	Electric Fund
Existing Electrical Service Upgrade			
Overhead Service - Single Phase - 100 amps	\$	135.00	Electric Fund
Overhead Service - Single Phase - 200 amps	\$	150.00	Electric Fund
Overhead Service - Single Phase - 320 amps	\$	455.00	Electric Fund
Overhead Service - Single Phase - 400 amps	\$	862.00	Electric Fund
Interconnection Application Fee (Solar)	\$	250.00	Electric Fund
Boring - Street/Driveway	\$	500.00	General Fund
Street Cut	\$	1,200.00	General Fund
Backflow Prevention Device Testing	\$	10.00	General Fund
Building Permit Fees			
Valuation			General Fund
\$1 to \$500	\$	30.00	General Fund
\$501 to \$2,000		\$30.00 plus \$1.50 per \$100	General Fund
\$2,001 to \$25,000		\$52.50 plus \$6.50 per \$1,000	General Fund
\$25,001 to \$50,000		\$202.00 plus \$4.75 per \$1,000	General Fund
\$50,001 to \$100,000		\$320.75 plus \$3.25 per \$1,000	General Fund
\$100,001 to \$500,000		\$483.25 plus \$2.75 per \$1,000	General Fund

\$500,001 to \$1,000,000	\$1,583.25 plus \$2.25 per \$1,000	General Fund
\$1,000,000 and up	\$2,708.25 plus \$1.50 per \$1,000	General Fund
Other Inspection Fees (per hour)	\$ 21.00	General Fund
Plumbing Permit Fees		
Issuing Permit	\$ 30.00	General Fund
Supplemental Permit	\$ 5.00	General Fund
Backflow 2"	\$ 10.00	General Fund
Backflow 2+"	\$ 20.00	General Fund
Fixture	\$ 5.50	General Fund
Gas Piping	\$ 5.00	General Fund
Lawn Sprinkler	\$ 10.00	General Fund
Private Sewer	\$ 50.00	General Fund
Rain Drain	\$ 5.50	General Fund
Sewer	\$ 15.00	General Fund
Vacuum Breakers	\$ 10.00	General Fund
Waste Interceptor	\$ 15.00	General Fund
Water Heater	\$ 7.50	General Fund
Water Piping	\$ 5.00	General Fund
Electrical Permit Fees		
Issuing Permit	\$ 30.00	General Fund
Supplemental Permit	\$ 5.00	General Fund
Multifamily (per sq ft)	\$ 0.035	General Fund
1 & 2 Family (per sq ft)	\$ 0.045	General Fund
Temporary Power	\$ 15.00	General Fund
Services--200 amp	\$ 15.00	General Fund
Services--200+ amp	\$ 50.00	General Fund
Services--3 phase	\$ 100.00	General Fund
Recetacle, etc	\$ 0.25	General Fund
Pools	\$ 25.00	General Fund
Appliances 220 volt	\$ 3.50	General Fund
Busways per 100 feet	\$ 4.50	General Fund
Signs	\$ 15.00	General Fund
Power 1 hp	\$ 3.50	General Fund
Power 10 hp	\$ 7.50	General Fund
Power 50 hp	\$ 15.00	General Fund
Power 100 hp	\$ 30.00	General Fund
Power 100 + hp	\$ 40.00	General Fund
Circuit 120 Amp	\$ 2.00	General Fund
Circuit 200+ Amp	\$ 2.25	General Fund
Hot tub	\$ 15.00	General Fund
Special power feeder circuit	\$ 10.00	General Fund
Solar	\$ 15.00	General Fund
Mechanical Permit Fees		
Issuing Permit	\$ 30.00	General Fund
Supplemental Permit	\$ 5.00	General Fund
100,000 BTU Furnace	\$ 10.00	General Fund
100,000 + BTU Furnace	\$ 20.00	General Fund
3 hp Compressor	\$ 10.00	General Fund
15 hp Compressor	\$ 15.00	General Fund
30 hp Compressor	\$ 20.00	General Fund
50 hp Compressor	\$ 30.00	General Fund
50 + hp Compressor	\$ 50.00	General Fund
Gas Piping	\$ 5.00	General Fund
Evaporative Cooler	\$ 10.00	General Fund
Ventilation Fan	\$ 5.00	General Fund
Commercial Hood	\$ 25.00	General Fund
Commercial Incinerator	\$ 50.00	General Fund
Vent Replacement	\$ 5.00	General Fund
Miscellaneous Permit Fees		
Building/Structure Moving Permit Fee	\$ 25.00	General Fund
Chainlink or Open Design Fence	\$ 10.00	General Fund
Wood or Chainlink Privacy Fence	\$ 20.00	General Fund
Subdivision Masonry Fence	\$ 50.00	General Fund
Temporary Sign	\$ 15.00	General Fund
Permanent Sign (standard permit fee of \$15, plus \$6 for signs up to ten sq ft in gross area. Addt'l charge of \$1 per sq ft for each sq ft greater than 10 sq ft.)	\$ 21.00	General Fund
Permanent or Temporary Signs requiring a special use permit (in addition to standard fees)	\$ 10.00	General Fund
Contractor License Fees		
Class A (General Building Contractor)	\$ 300.00	General Fund
Class B (Building Contractor)	\$ 300.00	General Fund

Class C (Residential Contractor)	\$	225.00	General Fund
Class D (Specialty Contractor) - <i>Includes House Moving Contractor, Roofing Contractor, Siding Contractor, Fence Contractor, Swimming Pool Contractor, Lawn Sprinkler Contractor, Sign Contractor, Demolition Contractor and Solar Contractor</i>	\$	75.00	General Fund
Employing Contractor	\$	100.00	General Fund
Master - Electrical, Mechanical, Plumbing	\$	100.00	General Fund
Journeyman - Electrical, Mechanical, Plumbing	\$	35.00	General Fund
Helper - Electrical, Mechanical, Plumbing	\$	15.00	General Fund
Examination Sponsor Fee - all trades	\$	25.00	General Fund
Environmental Inspection			
Mowing Assessment (City Abatement)			General Fund
Administrative Fee	\$	50.00	General Fund
		\$200 per hour (minimum 1 hour), then \$50 per 1/4 hour billed to the next 1/4 hour.	
All Properties			General Fund
		\$50 per hour (minimum 1 hour)	
Debris Removal			General Fund
Mowing Assessment (Contractor Abatement)			General Fund
Administrative Fee	\$	50.00	General Fund
All Properties		Contractor Invoice	General Fund
Debris Removal		Contractor Invoice	General Fund
Condemnation Assessment			General Fund
Demolition / Site Work		Contractor Invoice	General Fund
Administrative Fee	\$	75.00	General Fund
Publications		Invoice Cost	General Fund
Ownership & Encumbrance Report		Invoice Cost	General Fund
Structural Engineer's Report		Invoice Cost	General Fund
Postage (for all required mailings)		Certified Mailing Fees	General Fund
Nuisance Abatement Assessment			General Fund
Administrative Fee	\$	50.00	General Fund
Nuisance Abatement		Contractor Invoice	General Fund
Postage (for all required mailings)		Mailing Fees	General Fund
Publications		Invoice Cost	General Fund
PARKS & RECREATION DIVISION			
Shryock Park - Shelter (Residents)			
Five (5) hours or less	\$	20.00	General Fund
More than Five (5) hours	\$	30.00	General Fund
Shryock Park - Shelter (Non-Residents)			
Five (5) hours or less	\$	50.00	General Fund
More than Five (5) hours	\$	75.00	General Fund
Garvin Park Stage			
Five (5) hours or less	\$	35.00	General Fund
More than Five (5) hours	\$	75.00	General Fund
Fishing Permits			
Augusta City Residents (annual)	\$	15.00	Special Parks Fund
Butler County Residents age 16 to 65 (daily)	\$	10.00	Special Parks Fund
Butler County Residents age 16 to 65 (annual)	\$	50.00	Special Parks Fund
Non-Butler County Residents age 16 to 65 (daily)	\$	30.00	Special Parks Fund
Non-Butler County Residents age 16 to 65 (annual)	\$	100.00	Special Parks Fund
Vessels Requiring State Registration			
Augusta City Residents (annual)	\$	30.00	Special Parks Fund
Augusta City Residents >9.9 HP motor (annual) limit first 35	\$	100.00	Special Parks Fund
Butler County Residents (outside Augusta city limits) limit first 25	\$	100.00	Special Parks Fund
No Valid Boating and/or Fishing Permit Fee (plus applicable permit fees)	\$	50.00	Special Parks Fund
Elmwood Cemetery			
Grave Spaces			
Resident	\$	400.00	General Fund / Cemetery Endow Fund
Non-Resident	\$	800.00	General Fund / Cemetery Endow Fund
Opening/Closing Fee (Adult/Child)			
Resident (Monday-Friday 8am-3pm)	\$	500.00	General Fund / Cemetery Endow Fund
Non-Resident (Monday-Friday 8am-3pm)	\$	750.00	General Fund / Cemetery Endow Fund
Resident (After 3pm, Saturdays, Holidays)	\$	600.00	General Fund / Cemetery Endow Fund
Non-Resident (After 3pm, Saturdays, Holidays)	\$	875.00	General Fund / Cemetery Endow Fund
Resident	\$	500.00	General Fund / Cemetery Endow Fund
Non-Resident	\$	750.00	General Fund / Cemetery Endow Fund
Opening/Closing Fee (Cremations - Adult/Child)			
Resident	\$	250.00	General Fund / Cemetery Endow Fund
Non-Resident	\$	375.00	General Fund / Cemetery Endow Fund
Surcharges			
Graveside service concluding after 3:00pm (Weekdays)	\$	200.00	General Fund / Cemetery Endow Fund
Graveside service concluding after 12:00pm (Saturday)	\$	200.00	General Fund / Cemetery Endow Fund

Saturday Service	\$	200.00	General Fund / Cemetery Endow Fund
Opening/Closing Fee (Infant 0-24 mo.)			
Resident	\$	-	General Fund / Cemetery Endow Fund
Non-Resident	\$	100.00	General Fund / Cemetery Endow Fund
Opening & Closing Fees - Cremation Burials			
Resident/Non-Resident (Monday-Friday 8am-3pm)	\$	250.00	General Fund / Cemetery Endow Fund
Resident/Non-Resident (After 3pm, Saturdays, Holidays)	\$	350.00	General Fund / Cemetery Endow Fund
Disinterment			
Resident	\$	1,000.00	General Fund / Cemetery Endow Fund
Non-Resident	\$	1,500.00	General Fund / Cemetery Endow Fund
Reinterment			
Resident	\$	500.00	General Fund / Cemetery Endow Fund
Non-Resident	\$	750.00	General Fund / Cemetery Endow Fund
Monument/Headstone/Marker Fee			
Single/Double	\$	50.00	General Fund / Cemetery Endow Fund
Columbarium Cremation Headstone (includes Recording Fee)	\$	100.00	General Fund / Cemetery Endow Fund
Reflag Fee			
After 7 days	\$	50.00	General Fund / Cemetery Endow Fund
Shepherd's Hook	\$	10.00	General Fund / Cemetery Endow Fund
Santa Fe Lake			
Recreation			
Daily	\$	10.00	General Fund
Daily - Weekends and Holidays (May - September)	\$	12.00	General Fund
Annual - Augusta resident	\$	21.00	General Fund
Annual - Non-Augusta resident	\$	55.00	General Fund
Annual - With purchase of next year's primary season pass at the same time (August - November)	Half Price		General Fund
Vessels Requiring State Registration			
Daily	\$	20.00	General Fund
Annual - Augusta resident	\$	30.00	General Fund
Annual - Non-Augusta resident	\$	60.00	General Fund
Campsite			
Primitive - South Side (Daily Rate w/ Annual Permit Purchased)	\$	11.00	General Fund
Primitive - North Side (Daily Rate w/ Annual Permit Purchased)	\$	22.00	General Fund
w/Electric Hookup (Daily Rate w/ Annual Permit Purchased)	\$	18.00	General Fund
w/Electric Hookup - Holiday (Daily Rate w/ Annual Permit Purchased)	\$	23.00	General Fund
Primitive - South Side (Daily Rate)	\$	22.00	General Fund
Primitive - North Side (Daily Rate)	\$	44.00	General Fund
w/Electric Hookup (Daily Rate)	\$	36.00	General Fund
w/Electric Hookup - Holiday (Daily Rate)	\$	46.00	General Fund
Extra vehicle permit (per vehicle) (Augusta resident)	\$	10.00	General Fund
Extra vehicle permit (per vehicle) (Non-Augusta resident)	\$	20.00	General Fund
No Valid Permit Fee (plus applicable permit fees)	\$	50.00	General Fund
Group or special use (non-profit)			
Five (5) hours or less	\$	30.00	General Fund
More than Five (5) hours	\$	50.00	General Fund
Late Check-Out Fee	\$	10.00	General Fund
	\$3 per person		
	Minimum \$100 for daytime functions		
Group Rate for Nonprofit Organizations			General Fund
Mountain Bike Rentals			
Adult Bike Rental	\$20 for first two (2) hours; \$10 each additional hour		General Fund
Kid's Bike Rental	\$15 for first two (2) hours; \$8 each additional hour		General Fund
Family Bike Rental	1st bike full price; each additional bike \$5.00 off to minimum of \$5.00		General Fund
Additional Adult or Child Rider on One Rental	\$10 for first two (2) hours		General Fund
Swimming Pool			
Child's Daily Ticket	\$	1.75	General Fund
Adult Daily Ticket	\$	3.00	General Fund
Age 0-5 Daily Pass	\$	-	General Fund
Age 6-12 Daily Pass (Child)	\$	3.00	General Fund
Age 13+ Daily Pass (Adult)	\$	5.00	General Fund
Punch Card Pass (24x)	\$	40.00	General Fund
Swimming Lessons			
1st Child (30 minute session)	\$	30.00	General Fund
2nd Child (30 minute session)	\$	25.00	General Fund
Private - one child (30 minute session)	\$	40.00	General Fund
Private Parties			
30 swimmers or less	\$	100.00	General Fund

31-75 swimmers	\$	125.00	General Fund
76-100 or more swimmers	\$	150.00	General Fund
0-29 swimmers	\$	175.00	General Fund
30-59 swimmers	\$	200.00	General Fund
60-99 swimmers	\$	225.00	General Fund
100+ swimmers	\$	250.00	General Fund
Water Aerobics (T/Th 12:00pm-12:45pm)	\$	5.00	General Fund
PLANNING & ZONING DIVISION			
Zoning Regulations	\$	25.00	General Fund
Subdivision Regulations	\$	25.00	General Fund
Change of District Classification / Conditional Use Permit / Variance / Appeal of the Zoning Administrator Decision / Temporary Use Permit			
Agricultural and Residential Districts	\$	350.00	General Fund
Mixed-Use, Commercial, Industrial Districts	\$	500.00	General Fund
Subdivision Development Plan	\$	500.00	General Fund
Site Plan	\$	500.00	General Fund
Preliminary Plat	\$	500.00	General Fund
Final Plat		No Additional Fee	General Fund
One-Step Final Plat	\$	500.00	
Master Drainage Plan	\$	500.00	General Fund
Lot Split	\$	250.00	General Fund
Plat copies			
Regular Paper	\$	10.00	General Fund
Home Occupation Permit	\$	10.00	General Fund
SOLID WASTE DIVISION			
Bulky Item Pickup	\$	20.00	Solid Waste Fund
Roll Off Containers			
10-yard (Landfill fees included)	\$	225.00	Solid Waste Fund
20-yard (Landfill fees included)	\$	275.00	Solid Waste Fund
30-yard (Landfill fees included)	\$	325.00	Solid Waste Fund
40-yard (Landfill fees included)	\$	375.00	Solid Waste Fund
without Compactor		\$300 plus all landfill costs	Solid Waste Fund
with Compactor		7.25 per month	Solid Waste Fund
Trip Charge		\$25.00 per day	Solid Waste Fund
Second Solid Waste poly cart		No Additional Fee	Solid Waste Fund
Third Solid Waste poly cart		50% of Monthly Solid Waste Rate set by Ordinance	Solid Waste Fund
Refuse Collection - Walkup Service w/out waiver (in addition to reg mo fee)	\$	7.25	Solid Waste Fund
Extra Refuse/Recycle Cart Pickup	\$	14.50	Solid Waste Fund
Additional Dumpster Pickup			
4 yard or smaller	\$	50.00	Solid Waste Fund
6 yard or larger	\$	90.00	Solid Waste Fund
Temporary Dumpster Rentals (2 and 3 yd only)			
Trip Charge (one time fee per rental)	\$	25.00	
Same tier structure as commercial dumpster rates set by ordinance (prorated weekly)			
PUBLIC SAFETY DEPARTMENT			
Accident Reports	\$	20.00	General Fund
Incident Pages			
First 20 pages	\$	7.50	General Fund
each additional page	\$	0.25	General Fund
Photos on CD,VHS,CD,DVD (plus shipping costs)	\$	25.00	General Fund
Inspection fee for "fix-it" tickets (each)	\$	-	General Fund
Controlled Burn Permit	\$	-	General Fund
Bicycle License Fee	\$	1.00	General Fund
Bicycle License Transfer Fee	\$	1.00	General Fund
Fingerprinting Fee (Criminal Booking)	\$	15.00	General Fund
		\$10.00 for two fingerprint cards	
		\$5.00 for each additional card	
Fingerprinting Fee (resides within USD 402)		\$50.00 for two fingerprint cards	General Fund
		\$10.00 for each additional card	
Fingerprinting Fee (resides outside of USD 402)			General Fund
Patrol Division			
Municipal Court			
Certified Copies	\$	7.50	General Fund
DUI Diversion filing fee	\$	100.00	General Fund
General Diversion fee	\$	100.00	General Fund
Returned Check	\$	30.00	General Fund
Animal Control			
Animal Impound Fee (per day)	\$	9.50	General Fund

Animal Impound Redemption Fee	\$	5.00	General Fund
Animal Disposal Fee (varies based on size of animal)		varies	General Fund
Dog/Cat Annual Registration Fee	\$	5.00	General Fund
Dangerous Dog Registration Fee	\$	50.00	General Fund
Dangerous Dog Annual Renewal	\$	25.00	General Fund
Kennel (Class 1) Annual Permit Fee	\$	20.00	General Fund
Kennel (Class 2) Annual Permit Fee	\$	50.00	General Fund
PUBLIC UTILITIES DEPARTMENT			
Water Division			
Bulk Water (same tier structure as Residential/Commercial Water rates as set by ordinance)			Water Fund
Waste Water Division			
Commercial Sewage Dump fee (per 1,000 gallons)	\$	75.00	Wastewater Fund
RV Sewage Dump fee	\$	50.00	Wastewater Fund

BE IT FURTHER RESOLVED, that this fee schedule will take effect on April 18, 2022. Dated this 18th day of April, 2022.

CITY OF AUGUSTA

(SEAL)

Mike L. Rawlings, Mayor

ATTEST:

Erica L. Jones, City Clerk



**CITY OF AUGUSTA
CITY COUNCIL AGENDA REPORT**

Meeting Date: April 18, 2022
Department: Community Development – Parks Division
Submitted By: Cody Sims, Assistant City Manager
Prepared By: Cody Sims, Assistant City Manager
Agenda Title: **Demolition Bid for Play Park Pointe**

RECOMMENDED MOTION:

“I move to approve the demolition bid for Play Park Pointe submitted by Alan’s Excavating, Inc. in the amount of \$4,450.”

BACKGROUND:

- The degrading condition of Play Park Pointe has been a topic of conversation with the City Council since the City Council Retreat on February 19th.
- In March, Parks Division staff closed the park due to safety concerns, which was followed up by a safety inspection towards the end of March. The inspection declares the entire facility as a life-safety hazard and recommends demolition.
- At the April 4, 2022 City Council meeting, Council directed staff to obtain a cost estimate to demolish the structure.
- Staff met with the Park Advisory Board on Thursday, April 7 to review the findings of the inspection report and gather input from the advisory board. The advisory board indicated they would like to have some mementos from the existing park salvaged, including the “Play Park Pointe” sign.

ANALYSIS:

- Alan’s Excavating proposes to demolish Play Park Pointe for \$4,450.
- Proposal includes removing all footings and structures below grade, bringing in clean dirt to fill voids left behind by the removal, and leveling the site.
- City crews will removal all salvageable materials before the demolition, including slides and mementos.
- Once the structure is demolished, and the site is safe, the security fence will be removed.

FISCAL IMPACT/FUNDING SOURCE:

Staff proposes to pay for the demolition from our funds allocated to demolition in Fund 16. Funds would come from 16-42-4400 as shown on page 136 of the 2022 Budget.

Department Head Approval Date: 04-15-2022

City Manager Approval Date:

City Attorney Approval Date:

Attachments (*list in packet assembly order*):

1. *Alan's Excavating Demolition Proposal*



ALAN'S EXCAVATING, INC.

420 LUNGER ROAD
AUGUSTA, KANSAS 67010
PHONE: 316-775-5970
FAX: 316-775-5096




To: City Of Augusta	Contact: Cody Sims
Address: 113 East 6th Avenue Augusta, KS 67010	Phone:
	Fax:
Project Name: Castle Park Demolition	Bid Number:
Project Location: Augusta, KS	Bid Date: 4/7/2022

Item Description	Total Price
DEMOLISH PLAYGROUND, HAUL OFF DEBRIS, AND LEVEL SITE	\$4,450.00

Total Bid Price: \$4,450.00

Notes:

- No bond fees are included.
- No seeding, sodding, or erosion control is included.
- No pavement or sidewalk replacement/repair is included.
- Please call with any questions. My cell number is 316-210-2148.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Alan's Excavating, Inc.</p> <p>Authorized Signature: </p> <p>Estimator: Mike Hoffman, P.E. 316-775-5970 mike@alansexcavating.com</p>
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CITY OF AUGUSTA CITY COUNCIL AGENDA REPORT

Meeting Date: April 18, 2022
Department: Administration
Submitted By: Josh Shaw, City Manager
Prepared By: Josh Shaw, City Manager
Agenda Title: **Informational Memorandum**

A. CURRENT JOB RECRUITMENTS:

1. Public Safety Officer
2. Power Plant Operator/Trainee
3. Line Clearance Technician(s) (Tree Trimmers)
4. Seasonal Parks Technician @ SFL
5. Seasonal Cemetery Worker
6. Seasonal Lifeguards
7. Code Enforcement Officer
8. Street Laborer
9. Wastewater Operator/Trainee
10. Mechanic / Mechanic's Assistant
11. Communications Specialist
12. Water Operator/Trainee
13. Journeyman Lineman/Apprentice Lineman

B. CITY MANAGER OFFICE ACTIVITIES:

1. Facilitated CTB meeting.
2. Participated in BASE grant awardee informational webinar.
3. Webinar on parking app software.
4. Departmental budget meeting with Public Safety.
5. Attended McConnell AFB Family Fun Fest to promote City of Augusta.
6. Meeting with Ross Vogel regarding MIH Housing project.
7. Conference call with KDOT regarding KDOT Federal Fund Exchange.
8. Responded to (1) Public/Media Request(s) for information
 - BASE Grant
9. Responded to () Council Request(s) for information
10. City Manager Update Email
 - 4/12/2022 – BASE Grant Information

- 4/11/2022 – Miscellaneous
- 4/6/2022 – Play Park Pointe
- 4/6/2022 – Miscellaneous

C. ASSISTANT TO THE CITY MANAGER ACTIVITIES:

1. Attended April 4, 2022 City Council meeting
2. Attended April 5, 2022 Executive Team meeting
3. Posted one (1) Bids to City Website
 - a. 1,250 GPM Fire Department Engine
4. Wrote three (3) Website Stories
 - a. Call for applications to serve on City boards and committees
 - b. Augusta Municipal Airport Aviation Career Day and Open House
 - c. City Council Schedules Special Meeting for April 11, 2022
5. Responded to five (5) Public Comments/Requests for Information
 - a. Work for Augusta event
 - b. Progress of Special Purpose Vehicle Ordinance
 - c. Assistance with putting rope on flag pole
 - d. Licensed Sprinkler System Inspectors in Augusta
 - e. Contacting Animal Control
 - f. Trash Schedule
6. Posted fourteen (14) Items to Facebook
 - a. April 4, 2022 City Council Agenda Packet
 - b. Shared post from Public Safety about Officer Meckel and Free State Cycle Works teaming up to repair a Garfield Elementary student's bicycle
 - c. Shared post from Go! Augusta about community events/updates – April 4, 2022
 - d. Butler County Cleanup Program
 - e. Work for Augusta Event Reminder
 - f. April 4, 2022 City Council Meeting Video
 - g. Call for applications to serve on City boards and committees
 - h. Augusta Municipal Airport Aviation Career Day and Open House
 - i. April 11, 2022 City Council Special Meeting Scheduled
 - j. Shared post from Go! Augusta about community events/updates – April 11, 2022
 - k. Shared post from Public Safety about Public Safety Telecommunications Week
 - l. April 11, 2022 Special City Council Meeting Video
 - m. National Community Development Week in Kansas (Governor Kelly Proclamation)
 - n. Reminder about deadline for irrigation system inspections

D. ATTACHMENTS:

1. Monthly Financial Report – March
2. Public Utilities Memo
3. ALLB Liability Insurance

4. Charlie Dunn Tournament Event Form
5. Lumberfest Tournament Event Form
6. Library Certificate of Liability Insurance
7. USD 402 Certification of Liability Insurance
8. Rainbows Newsletter

Monthly Financial Report

March 2022

Prepared by Director of Finance Erica Jones



REVENUE OVERVIEW

Property Tax Ad Valorem tax revenues come from taxes levied on real property, personal property and state assessed utilities. Ad Valorem taxes are the main source of revenue for the General, Library, Library Empl Benefits, Empl Benefits, and Bond & Interest Funds. Total property tax collections for 2022 to date are \$2,195,501.64, which is a 7% increase over the 2021 collections of \$2,057,350.74 for the same time period.

Sales Tax The City of Augusta receives a 2.0% sales tax. Of the first 1.0%; 50% of is applied to the maintenance, repair and improvements to streets, 20% applied to capital improvement projects, 20% applied to reduce ad valorem property taxes and 10% applied to enhance the general fund. The 1.0% sales tax for streets was reaffirmed by voters in 2016. Of the second 1.0%; 90% applied to the costs of public water system improvements and 10% applied to the general fund. Total sales tax collections for 2022 to date are \$839,908.20 which is up 13% compared to 2021 collections of \$748,495.37 for the same time period. The second 1.0% became effective 4/1/2013.

Sanitation Fees Customers are charged a monthly fee for sanitation services. Sanitation fees are up 4% in 2022 with collections of \$253,658.38, compared to 2021 collections of \$244,929.50 for the same time period. The last rate change occurred January 1, 2022.

Water Fees Customers are charged a monthly fee for water services. Water fees are up 2% in 2022 with collections of \$404,589.97, compared to 2021 collections of \$397,801.52 for the same time period. The last rate change occurred January 1, 2022.

Electric Fees Customers are charged a monthly fee for electric services. Electric fees are down 6% in 2022 with collections of \$1,874,005.11, compared to 2021 collections of \$2,004,402.64. The last rate change occurred January 2, 2007.

Sewer Fees Customers are charged a monthly fee for sewer services. Sewer fee are up 29% in 2022 with collections of \$201,258.06, compared to 2021 collections of \$156,622.44 for the same time period. This is a result of the rate structure change between the sewer and wastewater fees. The last rate change occurred January 1, 2022.

WWP Fees Customers are charged a monthly fee to pay the debt for the Wastewater Plant. WWP fees are down 19% in 2022 with collections of \$154,688.73, compared to 2021 collections of \$191,538.26 for the same time period. This is a result of the rate structure change between the sewer and wastewater fees. The last rate change occurred January 1, 2022.

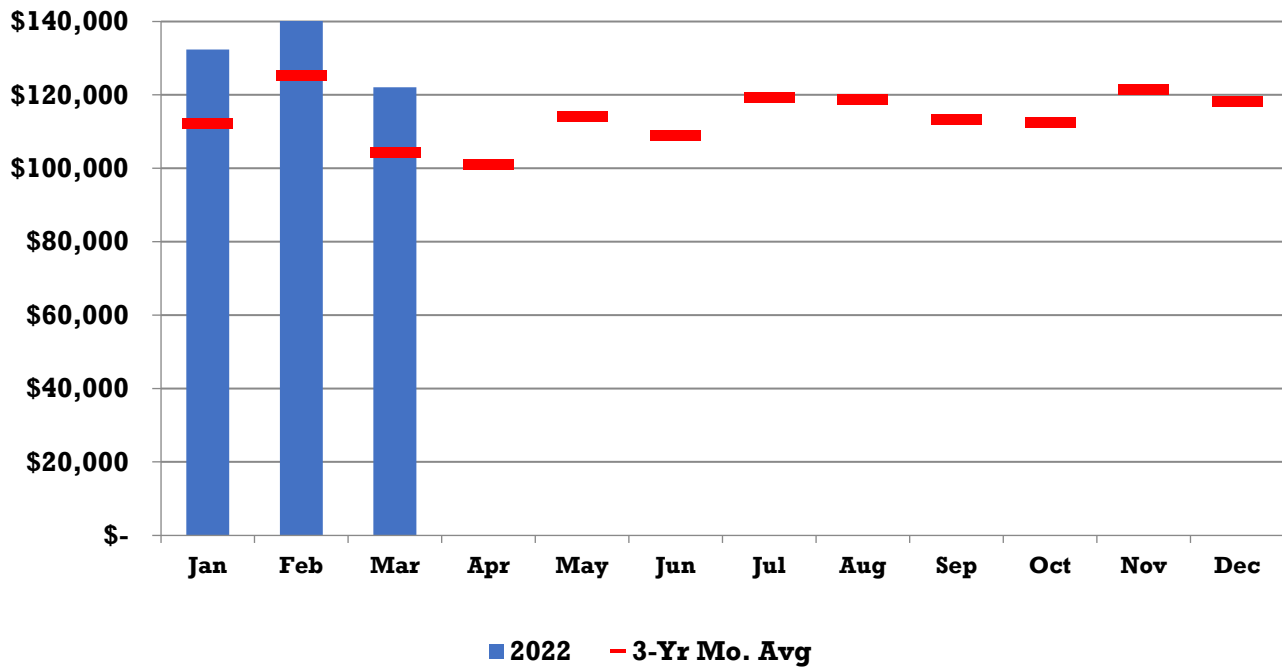
2022 Monthly Financial Report

City of Augusta, Kansas

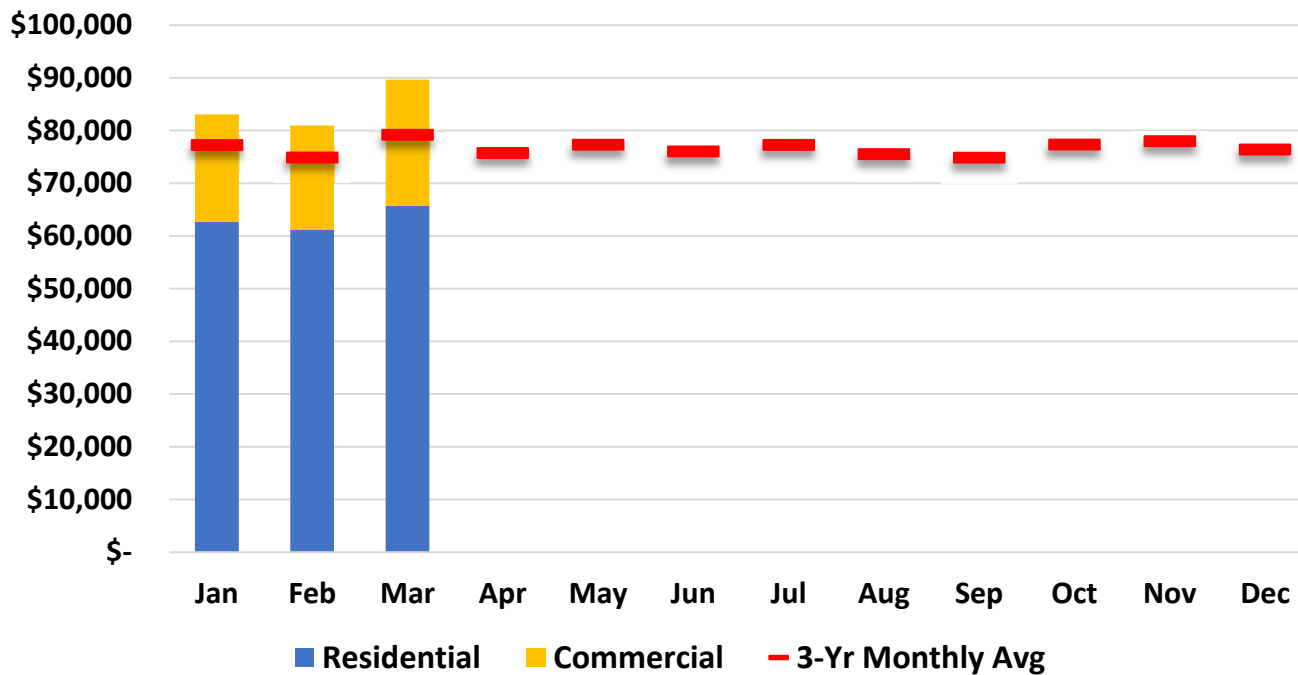
Through March 31, 2022

Fund		2022	2022	% of 2022	2021	% of Prior
		YTD Actual	Budget	Budget	YTD Actual	Year YTD
01	General Revenue	2,464,337	5,981,860	41.20%	2,236,539	110.19%
	General Expense	1,788,972	7,207,065	24.82%	1,739,200	102.86%
02	Library Revenue	167,759	322,280	52.05%	165,351	101.46%
	Library Expense	167,759	329,400	50.93%	165,351	101.46%
04	Special Alcohol Revenue	2,920	11,000	26.55%	3,132	93.22%
	Special Alcohol Expense	23,539	19,500	120.71%	16,179	145.49%
05	CTB Revenue	5,723	16,000	35.77%	4,412	129.71%
	CTB Expense	120	25,000	0.48%	750	15.99%
06	Special Parks Revenue	45,366	55,500	81.74%	29,976	151.34%
	Special Parks Expense	5,128	79,700	6.43%	8,634	59.40%
08	Library Emp Benefit Revenue	48,268	86,810	55.60%	48,492	99.54%
	Library Emp Benefit Expense	48,268	91,350	52.84%	48,492	99.54%
09	Employee Benefit Revenue	789,754	1,564,700	50.47%	771,977	102.30%
	Employee Benefit Expense	533,790	1,722,200	30.99%	508,199	105.04%
11	Cemetery Endowment Revenue	2,428	5,000	48.56%	2,828	85.86%
	Cemetery Endowment Expense	0	24,000	0.00%	0	
12	Street Sales Tax Revenue	209,977	2,435,000	8.62%	187,124	112.21%
	Street Sales Tax Expense	6,041	2,753,500	0.22%	37,553	16.09%
14	Ind Development Revenue	30,918	106,000	29.17%	33,941	91.09%
	Ind Development Expense	0	180,000	0.00%	0	
15	Special C/C Hwy Revenue	73,494	285,000	25.79%	87,328	84.16%
	Special C/C Hwy Expense	85,262	390,450	21.84%	84,301	101.14%
16	Capital Improv Revenue	183,991	538,000	34.20%	229,850	80.05%
	Capital Improv Expense	250,951	678,500	36.99%	160,125	156.72%
20	Sanitation Revenue	270,224	966,600	27.96%	267,224	101.12%
	Sanitation Expense	274,077	1,189,800	23.04%	236,381	115.95%
23	Solid Waste P & I Revenue	65,000	130,000	50.00%	65,000	100.00%
	Solid Waste P & I Expense	5,950	127,000	4.69%	0	
24	Emergency Comm Revenue	9,002	36,000	25.01%	8,918	100.95%
	Emergency Comm Expense	23,896	49,500	48.28%	20,926	114.19%
26	Equipment Reserve	50,000	400,000	12.50%	150,000	33.33%
	Equipment Reserve	0	656,000	0.00%	1,560	0.00%
30	Water Revenue	469,928	2,112,750	22.24%	433,715	108.35%
	Water Expense	533,425	2,352,975	22.67%	407,543	130.89%
31	Water Sales Tax Revenue	377,959	1,071,000	35.29%	336,823	112.21%
	Water Sales Tax Expense	175,000	950,000	18.42%	350,000	50.00%
33	Water Bond P & I Revenue	265,114	622,500	42.59%	430,114	61.64%
	Water Bond P & I Expense	113,704	617,000	18.43%	116,428	97.66%
40	Electric Revenue	2,133,553	10,223,300	20.87%	2,102,126	101.50%
	Electric Expense	2,588,358	11,825,420	21.89%	2,545,872	101.67%
41	Electric Reserve Revenue	268,000	536,000	50.00%	0	
	Electric Reserve Expense	37,812	300,000	12.60%	(13)	
45	Electric Bond P & I Revenue	0	0		0	
	Electric Bond P & I Expense	0	0		8,047	0.00%
47	Wastewater Reserve Revenue	25,000	25,000	100.00%	0	
	Wastewater Reserve Expense	0	0		0	
49	WWTP Revenue	154,689	745,000	20.76%	191,538	80.76%
	WWTP Expense	63,940	390,000	16.39%	50,804	125.86%
50	Wastewater Revenue	208,877	596,600	35.01%	161,322	129.48%
	Wastewater Expense	164,920	884,650	18.64%	151,842	108.61%
60	Bond & Interest Revenue	209,927	359,000	58.48%	274,476	76.48%
	Bond & Interest Expense	51,834	419,200	12.37%	90,443	57.31%
70	Airport Revenue	144,896	459,200	31.55%	121,059	119.69%
	Airport Expense	155,427	566,000	27.46%	94,474	164.52%

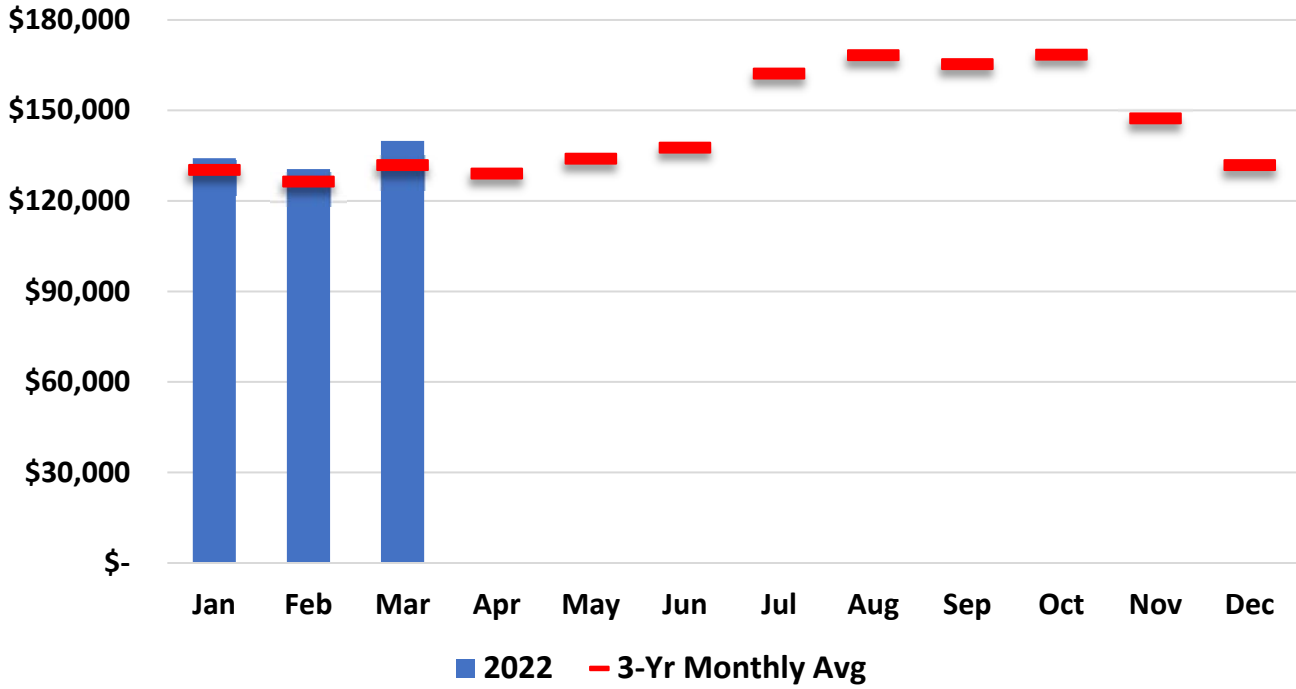
2022 Sales Tax Monthly Revenues



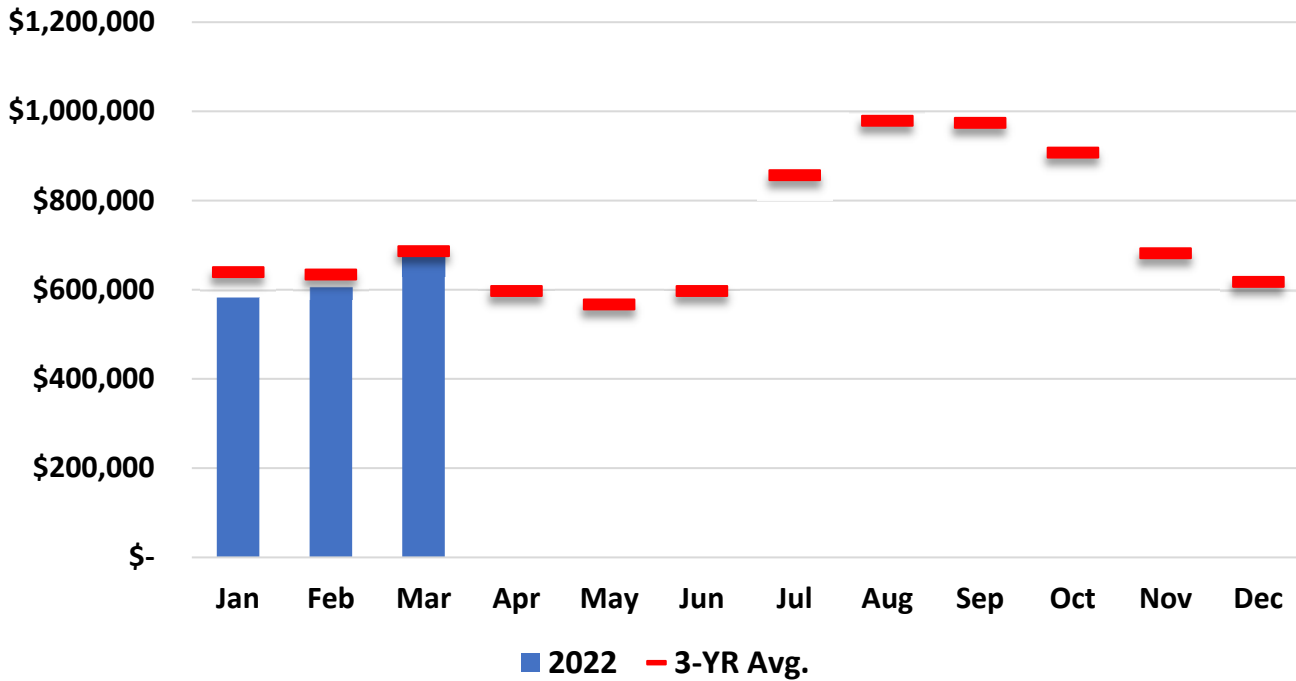
2022 Monthly Solid Waste Service Fees Comparison



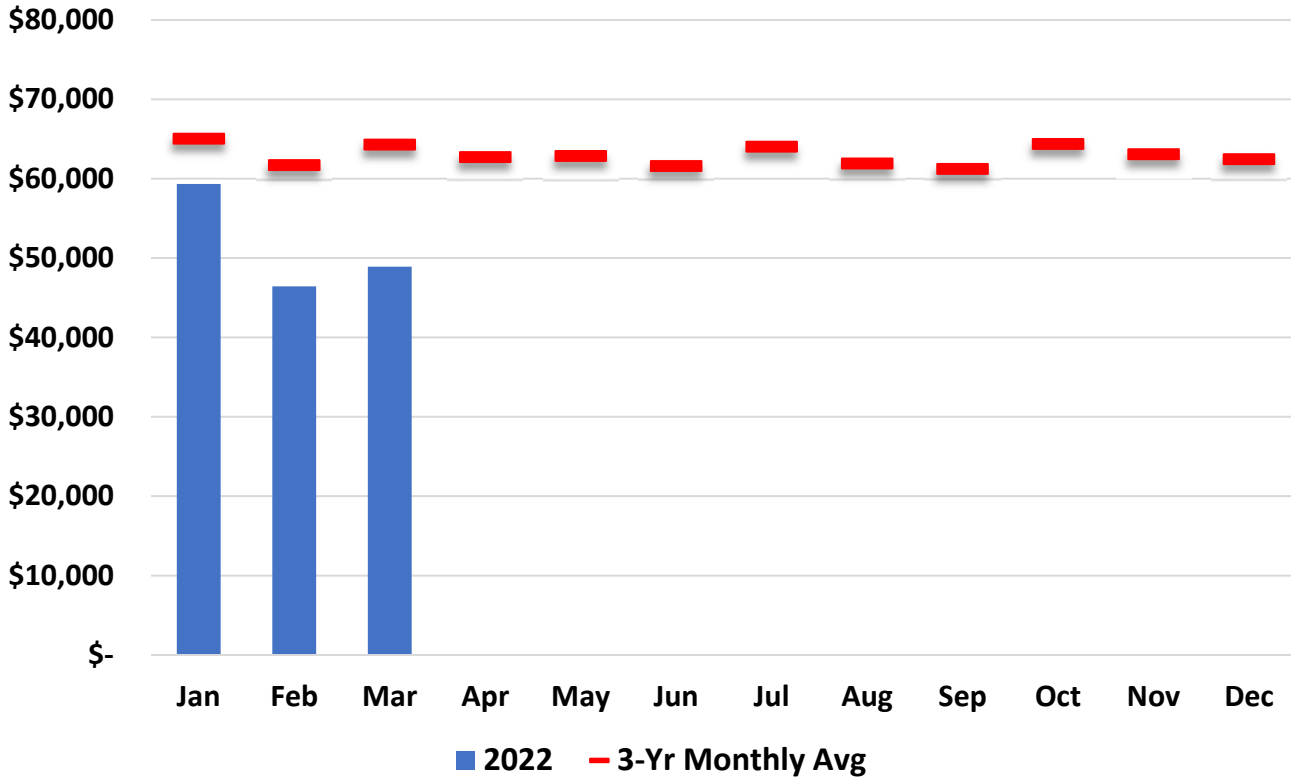
2022 Monthly Water Service Fees Comparison



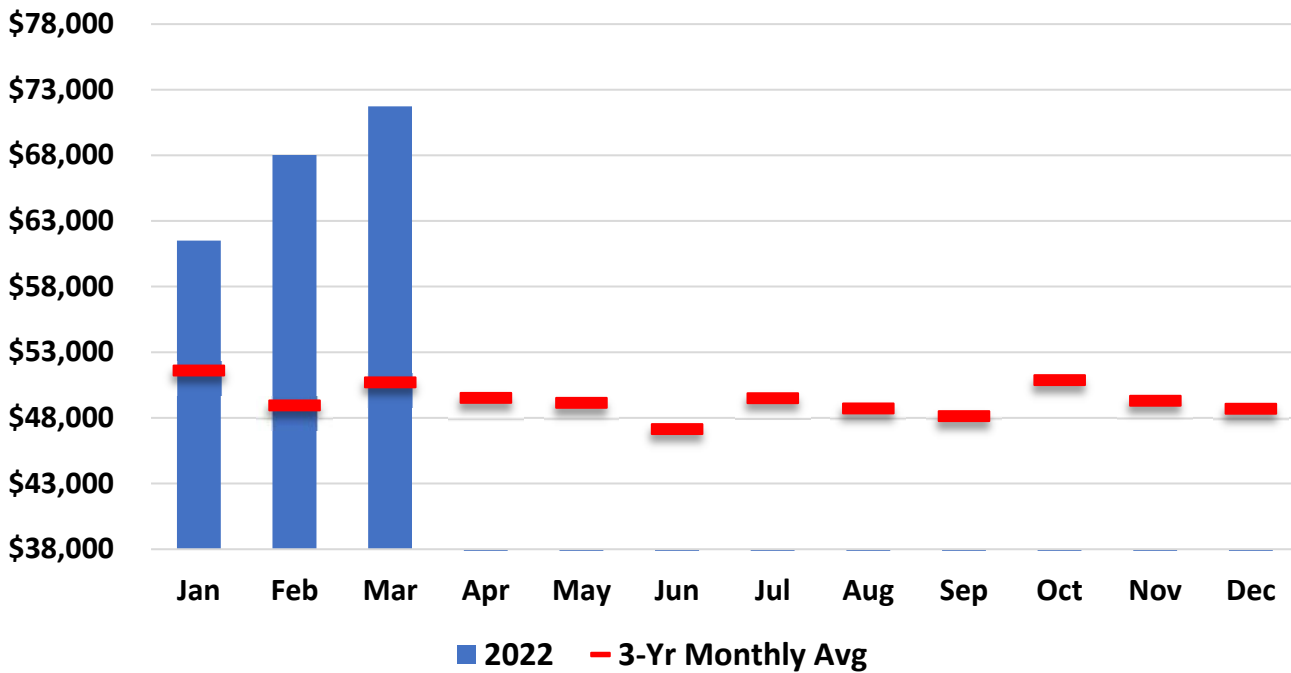
2022 Monthly Electric Services Fees (EFA included)



2022 Monthly WWTP Fees Comparison



2022 Monthly Wastewater Service Fees Comparison





PUBLIC UTILITIES ACTIVITIES UPDATE

Date: April 18, 2022
 Department: Public Utilities
 Prepared By: Tim Johnson, Public Utilities Director

The Simmons and Lakeside lift stations project pre-construction conference was held April 4. The general contractor, McCullough Excavation, will order and take delivery of all materials and equipment before beginning work to avoid any delays and inconveniences to residents during the construction phase. Lead time on materials and equipment is 4-6 weeks. They hope to begin construction in June.

1. ELECTRIC PRODUCTION

Electric Production staff have spent a good deal of time supporting other city divisions the past two weeks. Repairs were made to the sled roller assembly on solid waste packer truck SN-60. These included straightening and reforming the packer's lift guides and replacing a roller assembly. Staff also replaced a broken hydraulic line support and made and installed new "City of Augusta" signs on the sides of the packer body. For the airport operation, staff prepped and painted a new set of stairs to provide access to the aviation fuel storage tanks and modified a T-hanger door to improve operability for the occupant.

City of Augusta signs were printed and applied to the Water Division's new work truck. Two fire extinguisher boxes were fabricated out of two old light boxes removed from the wastewater treatment plant. These boxes and extinguishers are mounted adjacent to the fuel storage tanks at Power Plants 1 & 2, per the new EPA-mandated Spill Prevention, Control and Countermeasure Plan. The water tank on Safety Department Unit #6 was reinstalled on the truck using a much more robust system than was originally used. The tank came loose during an emergency response incident several weeks ago destroying the original truck bed and damaging the back of the cab. Work is complete and the unit has been returned to the Safety Department.

The storage stand for the stop log jib was completed. The stand is designed to store the jib off the ground and position it for quick attachment and speedy deployment. Modifications to the new flood pump were completed. These allow both the intake and outflow hoses to be stored and transported with the pump as a single unit. This will speed deployment of the pump and lessen the chances of the hoses being misplaced or used for other purposes.

Finally, the Santa Fe Lake skid steer was brought into the plant for repair of the quick attach assembly. The unit had been twisted such that it could not operate, and the center support had to be cut in two. Staff removed the four attachment pins, cut the cross-support pipe then spent a day drilling and heating two of the chromed pins before they finally came out. They next cleaned the pin guides, installed new pins, reassembled the rig, realigned the two halves of the center support, and welded them back together.

2. ELECTRIC DISTRIBUTION

A new guy anchor was installed, and a new overhead primary line pulled at Lakecrest Bible Baptist Church. Three transformers and switches were added, and all three phases were tied to the crossarms after they were sagged. The transformers were prepped and are ready to heat when the line is energized, and the jumpers at the junction pole at the south end were tied in. This took three days to complete and is part of a larger project that includes new line construction from Fanny to Shirley, and the alley to the east of First Christian Church to convert the existing 2400-volt system to 7200 volts. Trees in the alley along the east line of the First Christian Church were trimmed and two transformers were installed in this pole line.

The streetlight replacement project at the wastewater treatment plant was completed. All lights have now been converted from florescent to LED. Line staff and power plant staff spent a half-day learning how to accurately use a locator that will reduce the time necessary to locate all types of underground infrastructure. This device will be especially useful going forward as electric staff will be doing more underground work with the new boring machine. Finally, distribution staff performed 60 locates, three emergency locates, two service disconnects and reconnects, and responded to four callouts.

3. WASTEWATER

Staff repaired sunken areas of two yards on Augusta Ave. and seeded those areas. These depressions were the results of the A-Basin lining several years ago. The Jet-Vac was sent to Wichita for warranty work on the turbo and returned last week. Installation of the new gas detection system in the headworks building is nearing completion. Efforts to improve the treatment plant's appearance from the road continue. Staff ordered several trees to replace those that have died along the fence facing the roadway.

The superintendent will attend a KMU leadership workshop the week of April 11. In addition, he recently completed a program with the Water Environment Foundation titled, "Change Management: Necessary Ingredients for Success." NIMS training continues. Recall that NIMS, the National Incident Management System guides all levels of government, nongovernmental organizations, and the private sector to work together to prevent, protect against, mitigate, respond to, and recover from incidents. Recruiting efforts continue. Two applicants are scheduled for interviews the week of April 11. Finally, staff performed a test run of the new root cutter in the area of 226 E. 12th.

3.1 Sewer Main Repair/Replacement/Installation (Location and Manhole Numbers)

Location (None)	Description
-----------------	-------------

3.2 Manhole Adjustment/Rehabilitation/Installation (Location and Manhole Numbers)

Location (None)	Description
-----------------	-------------

3.3 Sewer Main Cleaning (Manhole Numbers and Footage)

Address	Manhole Entrance	Manhole Exit	Total Cleaned (Feet)
			None

3.4 Utility Pothole & Assistance for Other Divisions

Location (None)	Description
-----------------	-------------

3.5 Sewer Callouts/Cleaning

Address	Manhole Entrance	Manhole Exit	Total Cleaned (Feet)
1508 Parklane	A-106	A-108	450
226 E 12 th	C-250	C-250a	340
326 E 12 th	C-250	C-250a	100
			890

3.6 Liftstations

Location	Description
All	Weekly / Monthly checks and cleaning.

3.7 Processing

Sewage processed/treated	8.061 million gallons
Solids produced	9.10 dry tons
Sludge Hauled	0 dry tons

3.8 Miscellaneous

- Chemical maintenance
 - Process daily control labs
- Building maintenance
 - Monthly inspection of all fire extinguishers & eye wash stations
 - Cleaned: Electric sub-station, Biosolids, Influent, Mud room, Main bathrooms, Shop & mail commons
- Equipment maintenance
 - Ran Grit chamber
 - Greased Belt Press
 - Clean/Grease Parkson, Skid Steer & VacCon
 - Clean Influent Basket
 - Safety Checks on: 345/346/420/VacCon

- Started/drove easement machine
- Lawn and grounds maintenance
 - Pumps
 - Test run Godwin
 - Primed storm pumps
 - Mowed & weed-eated
 - Piled sludge
- Miscellaneous
 - Filled depressions left in yard from A-Basin project

4. WATER

Work on State Street water tower continues. The interior is sand blasted, and the exterior has been power washed and is being roller painted. The prime coat and stripe coat of the interior are 70%-80% complete. The interior wet ladder has been replaced, and the CP ports have been patched. The remainder of the interior painting will be finished once repairs to the rafters and roof authorized by the city council on April 11 are complete.

Both windows in the chlorine room at the water plant have been replaced. Forty-three new water meters were installed per the citywide meter replacement program. Finally, water division staff completed another bore, and a break in the El Dorado raw water line was repaired.

4.1 Locates

Standard locates	16
Locate updates	3
Emergency locates	0
Canc, Corr, Non-Comp, Non-Re	0
Meet locates	2

4.2 Water Main Leak Repair

Address	Description
El Dorado line	N/A
N/A	Dirt work

4.3 Water Service Leak Repair

Address (None)	Description
----------------	-------------

4.4 New Water Service/Main Installation

Address (None)	Description
----------------	-------------

4.5 Meter Can and Meter Problems

Location	Description
402 W Augusta	Installed new ring/lid/can and hauled dirt here for Wastewater

458 E Broadway	Turned off water
1153 Euclid	Installed new ring/lid/can/setter valve
921 E Kelly	Checked for leak, on customer side. Read 143 & counting
1231 School	Turned off water

4.6 New/Replacement Meter Installation

Address	Description
N/A	Replaced 54

4.7 Fire Hydrant Flushing/Repair/New Installation

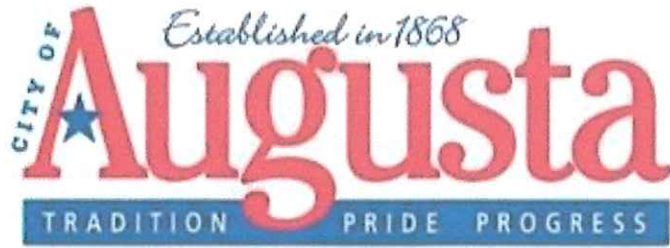
Location (None)	Description
-----------------	-------------

4.8 Valve Exercising/Repair/New Installation

Location (None)	Description
-----------------	-------------

4.9 Miscellaneous

- Chemical maintenance
 - Change Pre-Chlorine #1 and Post-Chlorine #1 & #2
 - Chemical and distribution checklist
 - Refilled Acrylamide tank
 - Changed carbon bag
 - Chlorine delivery
 - Worked on Depolox 3
- Building maintenance
 - Replaced Chlorine room windows
- Equipment maintenance
 - Cleaned out rapid mixer screens
 - Worked on satellite map
 - Picked up new Dodge truck:
 - Matched to Boring / Vac trailers
 - Took to get bedliner sprayed in
 - Put together hitch
 - Installed flasher & running boards
- Lawn and grounds maintenance
 - Cut trees/vines west of fence at State St Tower
- Miscellaneous
 - Meet at City Hall to add phone app
 - Water conference in Wichita



City Clerk: (316) 775-4510 | City Manager: (316) 775-4510 |
Community Development: (316) 775-4505 | Public Safety: (316) 775-4500 |
Public Works: (316) 775-4507
City of Augusta | 113 East 6th Avenue | P.O. Box 489 | Augusta, KS 67010

City of Augusta Event Planning Form

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

Event Name

Charlie Dunn

Event Date

June 17 - Jun 19th

Start/End Times

June 17th 5pm thru June 19th 10pm

Location of Event

Garvin Park Baseball fields

Organization or Applicant Name

Augusta Little League Baseball Inc

Event Planner / Contact Person

Josh Maske

Address

456 E. Broadway Ave Augusta KS 67010

Phone

316-350-7860

Fax

Contact On-call During Event

Contact's Cell Phone

Nick Hwelskamp

316-258-8609

What time will event set-up begin?

What time will tear down be complete?

June 16th 5pm

Jun 19th 10:30pm

Number of Event Staff

Number of Spectators/
Attendees

Total

36

1,200

1236

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

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

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

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

We ask for more one way signage

STREET CLOSURE

Will your event require street closures? Yes No

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

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

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

If "Yes" please explain

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

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

Please provide a detailed description of your event:

This is the annual Charlie Dunn Tournament

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

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

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

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

Event Coordinator Signature

Date



7-11-22

Please return this application and all supporting documents to:

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

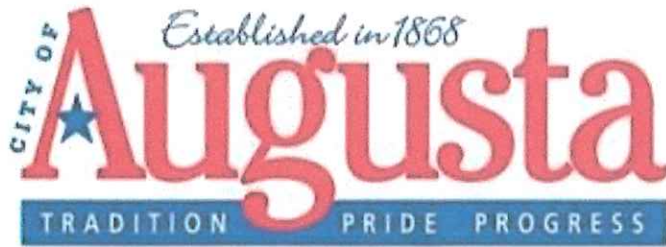
Approved

Initials

Date



Approved by City Council on 4/4/2022



City Clerk: (316) 775-4510 | City Manager: (316) 775-4510 |
Community Development: (316) 775-4505 | Public Safety: (316) 775-4500 |
Public Works: (316) 775-4507
City of Augusta | 113 East 6th Avenue | P.O. Box 489 | Augusta, KS 67010

City of Augusta Event Planning Form

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

Event Name

Lumber fest

Event Date

May 20-May 22

Start/End Times

Start May 20th 5pm thru May 22nd 9pm

Location of Event

Garvin Park Baseball fields

Organization or Applicant Name

Augusta Little League Baseball Inc

Event Planner / Contact Person

Josh Maska

Address

456 E. Broadway Ave Augusta KS 67010

Phone

316-350-7860

Fax

Contact On-call During Event

Contact's Cell Phone

Nick Huelskamp

316-258-8609

What time will event set-up begin?

What time will tear down be complete?

May 19th 5 pm

May 22nd 10 pm

Number of Event Staff

Number of Spectators/
Attendees

Total

36

1,200

1,236

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

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

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

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

We would like more ONE Way Signage in the Park to improve people

STREET CLOSURE

Will your event require street closures? Yes No

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

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

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

If "Yes" please explain

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

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

Please provide a detailed description of your event:

This is our annual Lumber feed tournament

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

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

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

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

Event Coordinator Signature

Date

[Handwritten Signature]

9-11-22

Please return this application and all supporting documents to:

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

Approved

Initials

Date

Approved by City Council on 4/4/2022

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The Canvas

March 2022



Letter from the President



President, Deb Voth

Proceeds from Rainbows' Blarney Breakfast help support our Targeted Case Management (TCM) services. TCM is a licensed service that is specifically

centered on a special group of individuals with developmental disabilities. At Rainbows, staff focus on children with special needs ages 3 to 21 years and their families.

TCM staff assist in helping individuals who have many special needs get the supports they need in order to access education,

healthcare, and medical equipment, as well as care and services for daily living activities. Lynlea Southard who is the Coordinator of Rainbows' TCM services describes the work of staff in this way, "The staff are the coordinator for the child's Person Centered Support Plan. They write the Plan and oversee that it is implemented successfully. Each child has specific needs and the TCM helps the family by connecting them to resources in the community and writing funding requests to help meet the needs. An example of a funding need/request is a child needing a communication devices to support the growth of communication and independence."

This example demonstrates how one piece of equipment can be life-changing not only for the child but for the entire family. This is why the Blarney Breakfast is so important.

Because of your help, we are currently serving 408 children and youth with developmental disabilities and their families through TCM. I continue to be amazed at what our staff know and do on a daily basis to empower children and families in our community. Thank you for being a part of supporting these critical services.

Deb

Deb Voth

Campus Fundraiser

Campus High School students in Haysville raised \$2,500 for Rainbows through a fundraiser at their coffee shop, Stompin' Grounds, in February.

The students presented the check to Rainbows' Development Coordinator Kelsi Hinshaw after spending the morning spreading mulch. Thank you Campus Colts!



Blarney Breakfast Results

The 47th Annual Blarney Breakfast To Go raised over \$55,000 for the children and families of Rainbows.

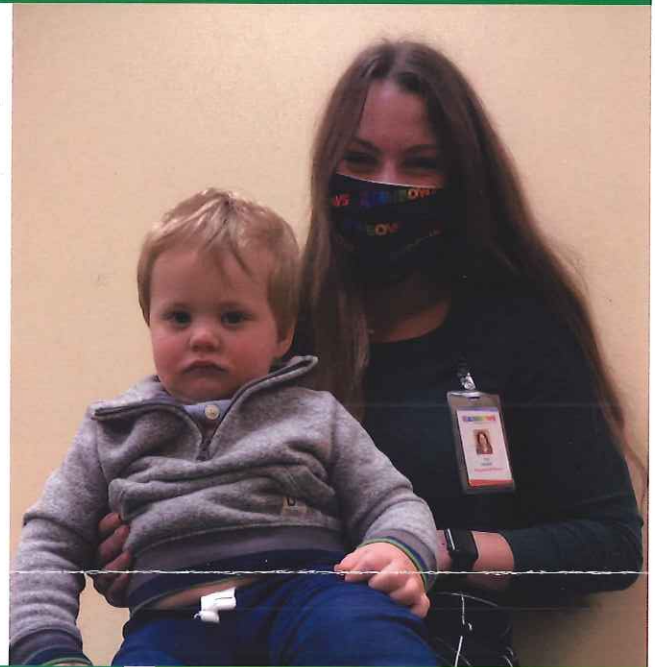


Registered Nurse on Staff

Rainbows is pleased to again have a Registered Nurse on staff. Kathleen (Kat) Sauber joined the Rainbows' team on February 14, 2022 and is serving in a dual role – providing medical support to both the children Rainbows serves and to Rainbows' employees.

With a child care program onsite at Rainbows' Kids' Point location, Kat stays busy providing nursing care for minor injuries and illnesses. She comforts sick children, provides first aid, dispenses medications, tracks immunization records, and serves as a health resource to parents and staff as needed. Kat also provides medical support to our Infant/Toddler Services staff and children served, going on home visits and supplying medical information as health issues are identified. Kat assists in providing hearing, vision, and growth screenings for the children and maintains the Agency's medical supplies and procedures.

Welcome Kat!



Family in Crisis Connects to Resources

As a single mother of two children with special needs, Monica is grateful for the services provided by Rainbows. "Every day is a challenge," she said. "From getting everyone ready for school in the morning to getting the kids to all the doctors' appointments and making sure all the paperwork is filled out, it's just a lot. Sometimes it's just hard. Having Rainbows and our Case Manager Sandra Salas there to help is a blessing. Sandra is an angel for us. "Sandra enjoys working with the family. "Ms. Monica is a very loving and devoted mother," said Sandra. "She is always willing to go the extra mile to ensure her kids have all the tools to succeed."



The Fernandez family with Blarney Breakfast volunteers.

When the family was devastated by a fire right before Thanksgiving 2021, Sandra worked with other members of the Targeted Case Management (TCM) team and quickly provided resources and secured funding to help the family get back on their feet.

Scan to read full story



Career Opportunities at Rainbows

Scan for all job openings



Infant/Toddler Services

- Physical Therapist
- Occupational Therapist
- Speech Language Pathologist
- Early Childhood Special Education Teacher
- Social Worker – LMSW
- Audiologist

Early Care and Education

- Licensed Classroom Teacher
- Assistant Teacher
- Paraeducator

2022 Board of Directors

- Chair Jim Walters, Community Volunteer
Secretary Lisa Farris, Community Volunteer
Treasurer Gail Johnson, Community Volunteer
Vera Bothner, Bothner & Bradley, Inc.
Steve Cox, Cox Machine
Cynthia Cross, Cox
Sue Doonan, Community Volunteer
Stephanie Galichia, Community Volunteer
Julie Gentile, Community Volunteer
Pat Gearhart, Simmons Bank
Janeen Hughes, INTRUST Wealth
Michelle Lohmeier, Community Volunteer
Pete McKernan, Community Volunteer
Chuck Passannante, Textron Aviation
Gary Proffitt, Community Volunteer
Hale Ritchie, Community Volunteer

Rainbows United Charitable Foundation Board of Directors

- Chair Steve Cox, Cox Machine
Vice Chair Helen Healy, Community Volunteer
Secretary Stephanie Galichia, Comm. Volunteer
Treasurer Janeen Hughes, INTRUST Wealth
Patricia O'Sullivan, Wichita State University
Hale Ritchie, Community Volunteer
Steve Yager, Kirby Yager Financial



**CITY OF AUGUSTA
CITY COUNCIL AGENDA REPORT**

Meeting Date: April 18, 2022
Department: Administration
Submitted By: Josh Shaw, City Manager
Prepared By: Josh Shaw, City Manager
Agenda Title: **Executive Session**

RECOMMENDED ACTION:

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

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

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

Department Head Approval Date:
City Manager Approval Date: 4/14/2022
City Attorney Approval Date:
Attachments (list in packet assembly order):



**CITY OF AUGUSTA
CITY COUNCIL AGENDA REPORT**

Meeting Date: April 18, 2022
Department: Administration
Submitted By: Josh Shaw, City Manager
Prepared By: Josh Shaw, City Manager
Agenda Title: **Executive Session**

RECOMMENDED ACTION:

Staff is recommending that the Council go into executive session for personnel matters of non-elected personnel.

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

“I move to recess into executive session for ____ minutes to discuss an individual employee’s performance to conduct the City Manager’s quarterly check-in for his annual evaluation pursuant to the non-elected personnel matter exception, K.S.A. 75-4319(b)(1). I ask that City Manager Josh Shaw join the Council in executive session. The open meeting of the governing body will reconvene in the Council Chambers at _____ p.m.”

Department Head Approval Date:
City Manager Approval Date: 4/14/2022
City Attorney Approval Date:
Attachments (list in packet assembly order):