

AGENDA
CITY OF AUGUSTA
Strategic Retreat Council Meeting
Saturday, February 25, 2023
8:00 A.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

D. INTRODUCTION

Welcome from City Manager Josh Shaw and overview of schedule for retreat.

E. BUSINESS

1. UPDATE ON ROBINSON COMMUNITY CENTER AND USD 402

Superintendent Matt Ward will present an update on the status of the Robinson Community Center project and USD 402.

2. GO! AUGUSTA ANNUAL REPORT

Go! Augusta Executive Director Jayme Chapin will present her annual report on the activities of Go! Augusta and business activities in the downtown.

SCHEDULED MORNING BREAK – 9:30 a.m.

3. DISCUSS ENTERPRISE FLEET MANAGEMENT PROPOSAL

Kenneth Olsen from Enterprise will present a proposal for a new method of financing vehicle replacements for the City of Augusta utilizing an equity leasing program as opposed to purchasing vehicles outright.

- a) Staff Report
- b) Council Discussion / Direction

4. DISCUSS ELECTRIC RATE ORDINANCE

Brooke Carroll from the Kansas Power Pool will be present to discuss the draft electric rate ordinance and talking points for Council's consideration for rollout of the new rate structure.

- a) Staff Report
- b) Council Discussion / Direction

SCHEDULED LUNCH BREAK – 12:00 p.m.

5. LUNCH AND LEARN SESSION – DISCUSSION OF 2023 LEGISLATIVE SESSION AND BILLS THAT MIGHT IMPACT CITY OF AUGUSTA

City Manager Josh Shaw will facilitate a discussion on proposed laws working their way through the Kansas legislature and the potential impacts to the City of Augusta.

- a) Staff Report
- b) Council Discussion / Direction

6. STRATEGIC RETREAT RECAP AND OPEN FORUM

This open forum will allow the City Council to explore other topics of interest or conceptual projects identified by the City Council and city staff.

- a) Topical Conversations
 - i. Unimproved City Streets
 - ii. Custer Lane
 - iii. Utility Scale Solar
 - iv. Firing Range
 - v. Open Topics

F. ADJOURNMENT (Approx. 2:30 p.m.)

Strategic Retreat Saturday Session Agenda – February 25, 2023

Deeper Dive and Conceptual Topics

8:00 a.m. – 8:15 a.m.

Josh Shaw – Introduction, Agenda & Schedule

8:15 a.m. – 8:45 a.m.

Matt Ward – Update on Robinson Community Center and USD 402

8:45 a.m. – 9:15 a.m.

Jayne Chapin – Go! Augusta Annual Report

9:15 a.m. – 9:30 a.m.

Break

9:30 a.m. – 11:00 a.m.

Kenneth Olsen – Enterprise Fleet Management Proposal

11:00 a.m. – 12:00 p.m.

Brooke Carroll – Electric Rate Ordinance Discussion

12:00 p.m. – 12:15 p.m.

Break for Lunch

12:15 p.m. – 1:00 p.m.

Josh Shaw – Lunch & Learn – 2023 Legislative Bills Overview

1:00 p.m. – 2:30 p.m.

City Council – Strategic Retreat Recap and Open Forum

Potential Discussion Topics

- Unimproved City Streets
- Custer Lane
- Utility Scale Solar

2:30 p.m. Adjourn



**CITY OF AUGUSTA
CITY COUNCIL AGENDA REPORT**

Meeting Date: February 25, 2023
 Department: Administration
 Submitted By: Josh Shaw, City Manager
 Prepared By: Josh Shaw, City Manager
 Agenda Title: **Update on Robinson Community Center and USD 402**

BACKGROUND:

USD 402 Superintendent Matt Ward will be present to discuss progress on the Robinson Community Center project as well as provide general updates on the district. Last year, Matt came before the Council to share concerns regarding school enrollment, the pending merger of Lincoln and Robinson Elementary Schools, and the vision of development a community recreation and wellness center. Attached for the Council’s review is a [detailed explanation of the vision](#) for the project.

Department Head Approval Date:

City Manager Approval Date:

City Attorney Approval Date:

Attachment (*list in packet assembly order*):

1. *Robinson Community and Wellness Center PDF*



ALL-AGES RECREATION IN AUGUSTA?

Augusta has a once-in-a-generation opportunity to establish all-ages recreation in our community. The primary hurdle that many communities struggle with, building a facility, is actually one of Augusta's **strongest assets**.

The Robinson Community Wellness and Resource Center has **already been paid for by taxpayers** and the building can now offer **new opportunities** to Augustans of ALL Ages!

IS NOW THE TIME FOR ALL-AGES RECREATION?

One could argue that there has never been, nor will there ever be, a better time to establish a recreation commission in the Augusta community.

For the first time, the community now has a well-maintained facility available to expand offerings in the community. Not only is the building already paid for by taxpayers, but it can also provide immediate use without the need for costly renovations.

WHAT OPPORTUNITIES COULD BE OFFERED?

RECREATION Commission

Soccer	Youth Fishing
Baseball/Softball	Kayaking Clubs
Basketball	Flag football
Golf	Adult Softball
Karate	Adult Basketball
Volleyball	Adult Corn hole
Dance	Adult Kickball
Gymnastics	Adult Soccer
Weight Lifting/Cardio	Summer Camps
Yoga	50 + Cards
Zumba	50 + Aquatics
Art Classes	Walking Club
Safe Babysitter Class	Music Lessons
Disc Golf Tournaments	Pickleball
Community Garden	

CENTRALIZED COMMUNITY OFFERINGS



It is important to know that if the school district were to drop a mill, there would be no impact on the ability to maintain instruction, facilities, or provide wages to staff. A mill decrease will not impact these funding sources.

HOW DOES A MILL LEVY IMPACT ME?

The average home value in Augusta is \$175,000.

1 mill per \$100,000 Home Value= \$11.50 per year to the taxpayer
1 mill per \$200,000 Home Value= \$23.00 per year to the taxpayer
1 mill per \$250,000 Home Value = \$28.75 per year to the taxpayer
1 mill per \$300,000 Home Value= \$34.50 per year to the taxpayer

1 mill on a \$100,000 home costs about the same as one pizza per year. Or 95 cents per month



1 mill on a \$200,000 home costs about the same as two pizzas per year. Or \$1.91 cents per month



WILL A RECREATION COMMISSION EVER NEED ADDITIONAL REVENUE?

As a recreation commission grows it continues to expand the services and benefits offered to the community. This *could* result in an increase in the mill levy over time. The average mill rate for well-established recreation commissions in our region is between 4-5 mills.

WHAT IF A LITTLE LEAGUE ORGANIZATION WANTS TO REMAIN INDEPENDENT?

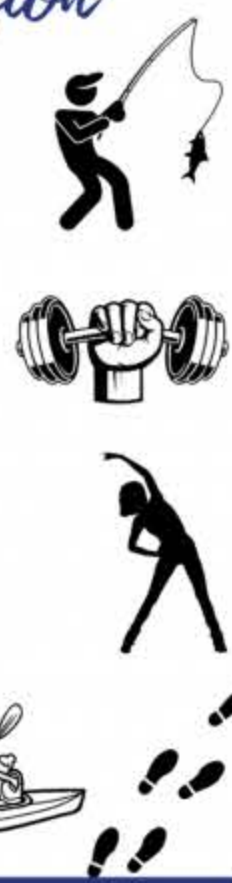
Recreation commissions do not duplicate services. If a community league would like to partner with the recreation commission, they are welcome to do so. Sports such as soccer, baseball, softball, basketball, and flag football are often offered by recreation commissions.

It's important to note that there are some activities that are not typically found in community recreation offerings. While flag football is very popular at the recreation level, tackle football is generally not a recreation department offering. Little league wrestling is also not typically offered through a recreation commission. Augusta is fortunate to already have strong tackle football and wrestling programs. These programs would remain independent.

RECREATION Commission

- Soccer
- Baseball/Softball
- Basketball
- Golf
- Karate
- Volleyball
- Dance
- Gymnastics
- Weight Lifting/Cardio
- Yoga
- Zumba
- Art Classes
- Safe Babysitter Class
- Disc Golf Tournaments
- Community Garden

- Youth Fishing
- Kayaking Clubs
- Flag football
- Adult Softball
- Adult Basketball
- Adult Corn hole
- Adult Kickball
- Adult Soccer
- Summer Camps
- 50 + Cards
- 50 + Aquatics
- Walking Club
- Music Lessons
- Pickleball



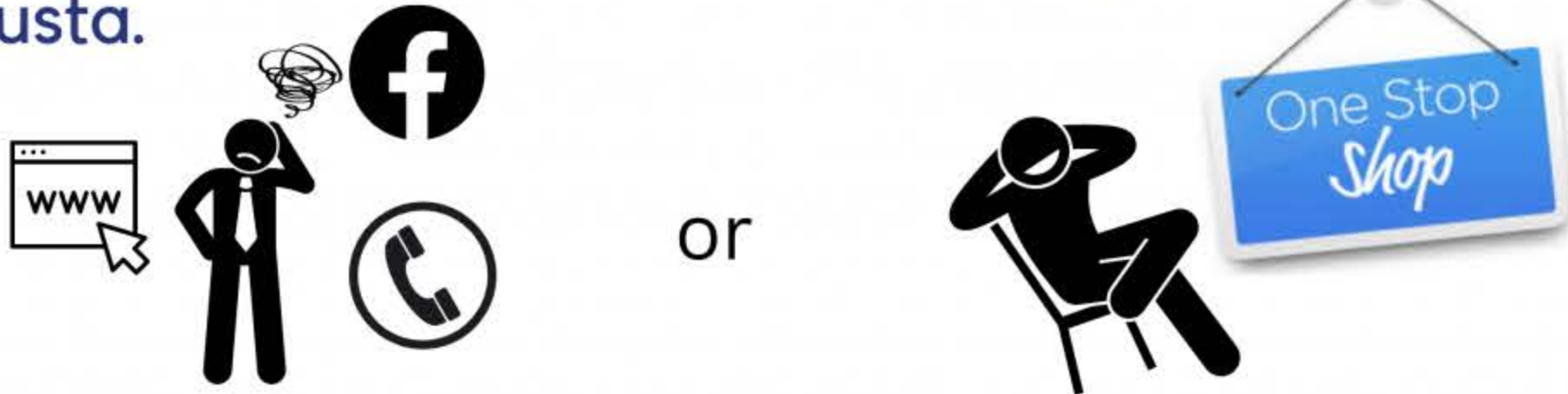
CENTRALIZED COMMUNITY OFFERINGS

POTENTIAL ACTIVITIES FOR ALL AGES

Partnering with the Community

THE BENEFIT OF CENTRALIZED COMMUNITY OFFERINGS

Rather than searching through google, multiple Facebook pages, or multiple websites, community members would have a centralized location to contact for all-ages recreation offerings in Augusta.



A COMMUNITY HUB

Robinson is currently the home of the Augusta Caring Center, the ESSDACK Adult Diploma Completion center, and the YMCA gymnastics and daycare. In addition, Bright Futures Augusta meets in the community conference area, and the community garden is interested in transitioning to the site.

In a short time, the site has proven its potential to act as a **community hub** for a variety of resources.

WHAT OTHER COMMUNITIES OFFER ORGANIZED RECREATION OPTIONS?



- Ark City
- Derby
- Douglass
- Rose Hill
- Winfield
- Maize
- Mulvane
- Newton
- Valley Center
- Wellington
- Chanute
- Emporia
- Lyons

Why not US??

DEPARTMENT

- Andover
- El Dorado
- Towanda
- Bel Aire

WHAT IS THE DIFFERENCE BETWEEN A RECREATION COMMISSION AND A RECREATION DEPARTMENT

A recreation **department** is generally operated as a department within a city government. A recreation **commission** is an independent organization. Cities, school districts, and recreation commissions are capable of levying taxes to pay for services offered to the community.

HOW WOULD A RECREATION COMMISSION BE FUNDED?

Rec commissions are funded by tax dollars. Currently, USD 402 has an opportunity to reduce 1 mill in the bond & interest fund to offset an increase to **establish** a recreation commission. This is possible due to the district's past efforts to escalate bond payments- paying off bonds at a much quicker rate.

HOW CAN I SUPPORT?

In order to establish all-ages recreation in Augusta, the community must vote in favor of establishing a recreation commission.

Prior to a vote, the county requires a successful petition campaign. The petition must collect signatures of registered voters who reside within the USD 402 boundaries. This equates to about 450 signatures.

Once signatures are collected, the county election officials would allow the community members the option to vote to establish a recreation commission. Ideally, this vote would be in late Spring or early Summer 2023.

Petitions are circulating throughout the community if you would like to sign. Petitions are also located in each school building and at the district office for those who would like to stop in, sign, and support.

The City of Augusta has already provided a formal resolution of support for the establishment of a recreation commission in Augusta.





CITY OF AUGUSTA CITY COUNCIL AGENDA REPORT

Meeting Date: February 23, 2023
Department: Administration
Submitted By: Josh Shaw, City Manager
Prepared By: Josh Shaw, City Manager
Agenda Title: **Go! Augusta Annual Report**

BACKGROUND:

Go! Augusta Executive Director Jayme Chapin will present her annual report on the activities of Go! Augusta and business activities in the downtown. The report includes an overarching summary of the organization and what it does, a list of accomplishments for the past year as well as goals for 2023, and listing of businesses that come to town and closed since the pandemic began. Jayme has a strong connection with the business community and can provide insights regarding their activity.

Department Head Approval Date:

City Manager Approval Date:

City Attorney Approval Date:

Attachment (*list in packet assembly order*):

1. *GO! Augusta Annual Report*



What do we do?

Our organization runs on a total annual budget of \$60,000.

This Includes:

1. All Events
2. Software/Applications
3. Phone/Internet Systems
4. Office Supplies
5. Marketing/Advertising
6. Payroll
7. Computers/Printers/Hardware
8. Trainings/Travel/Memberships

As an organization with only one employee– this means that all work-related jobs are performed by one person. Me.

These jobs include:

1. Marketing
2. Advertising
3. Human Resources
4. Social Media Manager
5. IT Department
6. Website Maintenance
7. Trainer
8. Sales
9. Management of personnel
10. Promotions
11. Receptionist
12. Accounts Payable
13. Accounts Receivable
14. Housekeeping
15. Augusta “Google”

Our Main Goal as an organization is to change the negative perception and image of Augusta that is out there so that everyone loves our town as much as we do. We are currently working on the way that we GET people information and WHAT information they receive. In plain words.

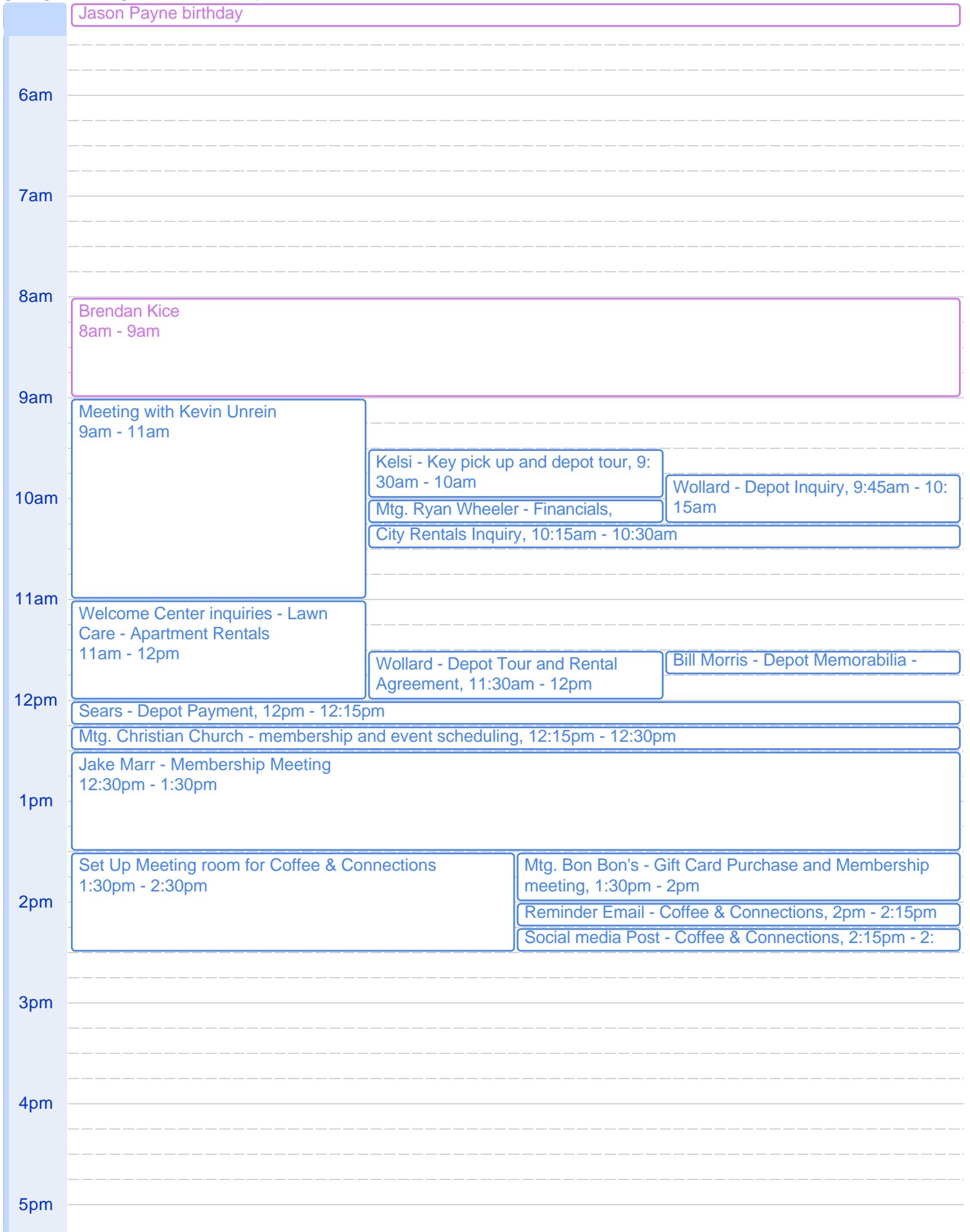
There are many things that lead the citizens to feel the way they do.

1. Lack of information/communication – people are misinformed and never corrected and then those rumors spread like a virus.
2. Residents and business owners alike do not feel that the city listens to their concerns.
3. Business owners do not view our town as “Business Friendly”. There may be good reason for higher electric rates and property taxes but those reasons are never fully explained to the business and property owners.
4. When business owners visit city offices they are met with problems, fees, and negative interactions. That is why WE try to be the buffer. Let us get the perceived problems worked out BEFORE the business owner knows it is a problem so they start off right.

5. Lack of follow through or consistency – what is good for one is not good for the other. For what one is fined for – the other gets away with. While we are working on changing these ideals, it is important for the governing body to understand that this is a problem.

Go! Augusta is a unique organization. We believe that for our community to succeed – we must all work together with a common goal in mind. While it is nice to think of such special things that we want to see happen – it is much more impactful to MAKE those things happen. That is what we do – my board knows that they are not allowed to tell me no. Don't tell me that we CAN'T do something – tell me what we CAN do and then provide options to make that happen. We can't rely on the few people working hard to make things happen while others wait and watch to see – we all have to be involved and actionable. We have to get the community back on our side – interested once again in partnering with us to make OUR community the best place to live. We have to revive the positive energy so that when our city is mentioned – it is met with overwhelming happiness.

While I do understand that it is impossible to make 100% of the people happy 100% of the time – I believe that we always have room to make improvements.



New Businesses since 2020

1. Vapor 100
2. H+H Collection
3. Lori's EmporiYUM
4. Bon Bon's
5. Butler County Outfitters
6. Free State Cycle Works
7. Bricks Bar and Grill
8. Bowling Alley (coming in April)
9. Casey's
10. Black Buffalo Tattoo
11. Zwade Photography
12. Walnut Valley Meat Market
13. Sohome Kids Foundation
14. Pure Soul Therapeutic Massage
15. Winchester and Sons
16. Jco – Bin Store (Coming in March)
17. State Farm – Matthew Davidson
18. Donut Palace
19. Marketplace 67010
20. Bethanie Brewer Salon
21. The Flip Pad
22. Midwest Hemp
23. Deer Creek
24. Jet Stream
25. Wigsplitter Pro
26. Great Plains RV and Powersports
27. Steadfast Media
28. The Mustard Seed
29. The Five senses
30. At the Park Nutrition
31. Reece Nichols Realtors
32. Red Brick Tattoo



Businesses Closed

1. The Mustard Seed
2. The Five Senses
3. At the Park Nutrition
4. Playa Azul

Business is looking up!



Augusta Residents are purchasing the buildings in our city – which in turn produce owners who care about their buildings and the community.

Dylan Hartnet
Sarah Chance Building (Shane Scott)
Amy Lydon
Kim Braungardt
Shawn Davis

We currently have many projects in the works.

1. Working with brewery owners from Texas to purchase the Old Gazette building currently vacant and owned by Dave Wheat.
2. Domino's Pizza coming to Augusta
3. Breakfast location coming soon to downtown.
4. Soup and Salad bar coming to downtown.

We have a lot of other projects that are just in the beginning stages of discussion and ideas.

Go! Augusta has been involved in or headed up MANY projects for the betterment of our community.

1. Helped to get speakers installed downtown. Go! Augusta volunteers manage the system for the city – does the IT and problem solving – sets up programs for events – changes music.
2. Created NEW events to promote and re-energize the downtown. Including the Cookie Crawl and the Brick Street Bazaar.
3. Actively engaged in economic development. We work with potential new businesses to help them get a start in our city.
4. Help businesses navigate ordinances/ laws/red tape. – Black Buffalo Tattoo – Red Brick Tattoo – Bricks Bar and Grill
5. Encouraged the entrepreneurial mindset of Augustan's. Building new business owners from vendor events. The Five Senses, Renee Michael Gift Emporium, Lori's EmporiYUM and H+H Collection as examples.
6. Combined Chamber and Main Street for a stronger organization. We are the ONLY Main Street organization that took over a Chamber of Commerce in the United States currently. We have done many presentations on the process – how it is going – and what the benefits are.
7. Helping to close the disconnect between the city and the residents. We do this by informing our citizens, monthly meetings, weekly updates and always speaking about our city in a positive way.
8. We have been instrumental in getting outside funding for our businesses through multiple grants and loans. Assisting each of the businesses to make sure they have the proper documentation, helping to set up a new businesses proforma's, budgeting and outlooks and recording and reporting that is required. Bon Bon's, Lori's EmporiYUM, Free State Cycle Works, Griggs Brothers Market and Dreamweaver's are examples.

2022 Go! Augusta Achievements



Listed below are just a few of the Achievements of Go! Augusta in 2022. Our organization takes pride in being able to assist the community and business with their needs regardless of if it is a “typical” Chamber or Main Street function. We seek to fill a need when there is one.

1. Brought back Ambassador program in Q3 of 2022.
2. Currently working with Kelly Modlin on a 501(c)3 – Good for Augusta
3. Brought back Coffee and Connections monthly meetings for members starting in January 2023.
4. Completed Main Street Building and Business Inventory.
5. Assisted Bricks Bar and Grill with issues with Conditional Use Permits with the City.
6. Facilitated Heal Grant application for Free State Cycle works – awarded 30K grant to improve building downtown.
7. Grant assistance – Network Kansas Grants – Lori’s EmporiYUM.
8. Letters of support and petition for the Red Bud Trail to help gain support and show the number of people interested in this project.
9. Organized business and building owners at City Council meeting to address unsafe and vacant buildings.
10. Worked with Downtown Design Committee on plan to advise business and building owners of ordinances and regulations before changes are made to buildings.
11. Presented to AHS Sophomore class and Methodist Church ladies’ group about Go! Augusta.
12. Hosted Ignite Augusta forum to get conversations going with the right people.
13. Assisted CGI with filming for Augusta Videos.
14. Aided potential business with contacts for potential locations.
15. Assisted Chad Phillips – Tattoo shop with conditional use permit and issues.
16. Assisted Black Buffalo Tattoo with conditional use permit and issues.
17. Hosted eight community and visitor events.
18. Hosted monthly volunteer meetings updating on city and Go! Augusta Activities.
19. Organized monthly CTB meetings.
20. Participated in Monthly Main Street, Economic Development and promotional trainings.
21. Composed many letters of support for grant applications
22. Implemented new programs and events to connect the community.
23. Created “What’s Happening in Augusta” Weekly update and social media post to inform residents of things happening around town.

2023 Goals Go! Augusta



1. Hire a part time assistant.
2. Take Grant writing course to be able to apply for additional funding and assist other organizations with grant requests.
3. Online listing of commercial properties for sale or lease. Include all information a potential new business might need.
4. Continue to recruit new businesses to Augusta.
5. Implement standards for Murals in Augusta.
6. Certificate of occupancy for New Businesses.
7. Vacant building ordinances.
8. Expanding Event promotions to bring new visitors to Augusta.
9. Recruit more Ambassadors.
10. Better committee involvement, planning, execution and leadership
11. Expand Board and Volunteer participation.
12. Increase investors/members.

The Mustard Seed Eatery and Bakery
Open House

Tuesday, May 3rd
8:00-11:00 AM

INTRODUCING:

- BREAKFAST
- BAKED GOODS
- FOUNTAIN DRINKS
- ESPRESSO AND LATE'S
- NEW MENU ITEMS



NEW HOURS!
OPEN AT 8:00AM
7 DAYS A WEEK!

The Wichita Metropolitan Ballet, Augusta Arts Council and Augusta Public Library Present:

The Last Unicorn

Free!

Saturday, June 11th
Kerry Unrein Stage
Garvin Park
11:00 am

THANKS GIVING

Turkey Giveaway

Get entered into the drawing with any purchase

Starting October 31st

Sam's Fudge - 407 State Street

The Mustard Seed Eatery and Bakery

Open House

Tuesday, May 3rd
8:00 - 11:00 am

Introducing:

- Breakfast
- Baked Goods
- New Menu Items
- Espresso and Lattes
- Fountain Drinks

New Hours!
Now Open at 8:00 am
7 Days a Week!

LIONS INTERNATIONAL

Pancake and Sausage FEED

\$6 ADULTS

\$3 KIDS

UNDER 3 FREE!

Before WFO Car Show

Saturday, August 6th
8:00 - 11:00 am

Frisco Train Depot
618 State Street
Augusta, KS 67010

Pancakes and sausage, orange juice and coffee. Milk available for children. Sugar Free Syrup available

SAM'S FUDGE
EST. 1988

CELEBRATE WITH US!

FOURTH OF JULY GIVEAWAY!

Make a purchase at Sam's Fudge between NOW and July 2nd for your chance to win a Fireworks Package!

Trick or Treat Street

Saturday, October 29th - Downtown Augusta

10:00 am Childrens Halloween Movie
Augusta Historic Theater

11:30 am - 1:30 pm Costume Contest
Trick or Treat Parade
Pumpkin Decorating

Presented by Augusta Arts Council

Augusta Arts Council Presents:

The Three Little Kittens

The three little kittens have lost their mittens - but they're not just going to sit around and cry about it! These are definitely not your ordinary house cats. Help the kittens find their mittens and save them from their hideous fate - a time out! These kittens all learn many valuable lessons but the most important is to always tell the truth. The Three Little Kittens is a musical comedy adaptation by Kevin M Reese based on the popular children's story.

The musical comedy is a broad sweep of big and little deeds accomplished by men and women whose lives have impacted the United States. Yankee Doodle is a rousing salute to the "movers and shakers" which includes famous as well as forgotten figures and events. This patriotic extravaganza glorifying American achievement is told through a sequence of dramatic vignettes from Paul Revere to Charles Lindbergh, from the creation of the ice cream cone to the beginning of mass-produced Valentines, from the inventions of Thomas A. Edison to signing the Declaration of Independence. Yankee Doodle is a modern classic that will inspire, inform and entertain your young audiences.

Yankee Doodle

A WICHITA CHILDREN'S THEATRE PROFESSIONAL TOURING COMPANY PRODUCTION

SAM'S FUDGE
EST. 1988

Visit Sam's Fudge for a Sweet Treat!

COME IN AND GET SIGNED UP FOR DRAWINGS FOR FATHER'S DAY AND THE 4TH OF JULY!

See Sam for details!

SAM'S FUDGE
EST. 1988

Visit Sam's Fudge at 407 State During the Car show on August 6th for 20% off your purchase!

Legislative Coffee

When: Saturday, March 26th
Time: 9:00 am - 11:00 am
Where: Augusta Historic Frisco Depot
 618 State Street
 Augusta, Ks 67010

Representative Kristey Williams and Senator Ty Masterson will be present to speak and answer questions.
 This is a non-partisan free event open to the public. Come and go as you please.

FOURTH OF JULY

Augusta Fireworks Display

☆ **When:** Monday, July 4th
 ☆ **Where:** Augusta City Lake
 ☆ **Time:** Dusk

GRAND OPENING

COME CHECK OUT THIS FOODIES PARADISE!

Lori's EMPORIUM!

531 STATE STREET

RIBBON CUTTING
 THURSDAY, SEPT. 1ST 12:00 PM

GRAND OPENING
 SATURDAY, SEPT. 3RD 11:00- 6:00

LOTS OF SAMPLES TO TRY, RAFFLES TO ENTER AND DELICIOUS FUN TO BE HAD!



BJOSTAD & ASSOCIATES
 Your Medicare Specialists
 ASK US ABOUT OUR HEALTH MATCHING ACCOUNTS

Providing clear strategies and information to help you and your family find affordable plans that cover your needs.

Marylee Young

Independent Benefits Specialist
 Phone: 316-734-3170
 Email: marylee@bjostadins.com

Please join us or free, no obligation confidential Medicare consultations on these upcoming dates:

- Thursday, October 27th 2:00 - 6:00pm
- Thursday, November 3rd 2:00-6:00pm
- Thursday, November 17th 2:00 - 6:00pm
- Monday, November 28th 4:00 - 8:00pm
- Monday, December 5th 4:00 - 8:00pm

Augusta Historic Frisco Depot
 618 State Street - Augusta



Grand Opening

BONBONS

ICE CREAM • NUTS • CANDY

MONDAY JULY 25TH AT NOON

614 State Street Suite D - The Shops at Frisco Depot

POKER RUN

AUGUSTA LION'S CLUB

OPEN TO MOTORCYCLES AND CARS

\$20 DONATION PER HAND.

1ST PLACE WILL RECEIVE 10% OF THE ENTRY FEES
 2ND PLACE WILL RECEIVE 5% OF THE ENTRY FEES

SATURDAY, OCTOBER 8TH FROM 10:00AM - 12:30PM
 STARTING AT AUGUSTA SENIOR CENTER - 640 OSAGE STREET - AUGUSTA KS 67010

BREAKFAST CAN BE PURCHASED AT THE SENIOR CENTER FROM 7AM - 10AM.

Please come out and help the Augusta Lions Club make this world a better place one community at a time.



★ 2023 Go! Augusta Events ★

March 21st



Annual Dinner

June 17th



**Brick Street Bazaar
City Wide Garage Sale**

September 29th



**Homecoming Fest
Homecoming Parade
Community Tailgate**

November 25th



**Small Business Saturday
Cookie Crawl**

November 28th



Lighted Christmas Parade

December 31st



New Years Eve Party

Annual Dinner

95 Attendees

3 Sponsors



Reserve your sponsorship now for the Go! Augusta Annual Dinner

Signature Sponsor - \$1200

Includes 1 table of 8, Recognition on invitations and in all publicity, full page ad in program, recognition in newsletter and on social media. Can provide promotional items for tables

Dinner Sponsor - \$300

Company listed in all publicity, 1/4 page ad in event program, recognition in newsletter, can provide promotional items for tables

Venue Sponsor - \$500

Recognition in all publicity, 1/2 page ad in program, recognition in newsletter and on social media. Can provide promotional items for tables.

Beverage Sponsor - \$100

Table tent at dessert or beverage table, recognition in program, recognition in newsletter and social media.

**** Multiple sponsor spots available for each level ****
Please send an invoice to:

Business Name: _____
 Contact Name: _____
 Email: _____ Phone: _____
 Please also reserve my table of 8 (\$300)

Formal invitation to follow. Send completed forms by mail or email : 618 State Street, Augusta, KS 67010. Phone: 316-775-4585 - Email: goaugustaks@gmail.com

SAVE THE DATE

BASKETBALL, BLUE JEANS AND THE BLUES

GO! AUGUSTA'S ANNUAL DINNER

THE POINT EVENTS CENTER
 SATURDAY, JANUARY 29TH
 6:00 PM

Join us for a casual evening of Basketball, Blue Jeans and the Blues! This is your opportunity to learn about the new Go! Augusta organization, what we do, and what we have planned for the future!

BASKETBALL, BLUE JEANS AND THE BLUES

GO! AUGUSTA ANNUAL DINNER

\$40 PER PERSON / \$300 TABLE OF 8

PLEASE RESERVE: _____ TABLE OF 8
 TOTAL COST \$ _____ OR _____ # OF TICKETS
 BUSINESS NAME: _____

PLEASE PROVIDE THE NAME OF ALL ATTENDEES:

KINDLY RESPOND BY JANUARY 21ST

CHECKS PAYABLE TO:
 GO! AUGUSTA
 618 STATE ST. AUGUSTA, KS 67010
 GOAUGUSTAKS@GMAIL.COM

BASKETBALL, BLUE JEANS AND THE BLUES

GO! AUGUSTA ANNUAL DINNER

\$40 PER PERSON / \$300 PER TABLE OF 8

ENJOY COCKTAILS AND NETWORKING DURING THE SECOND HALF OF THE KU VS UK BASKETBALL GAME - DINNER, STATE OF THE CITY ADDRESS, GO! AUGUSTA UPDATES AND MUSIC BY FRONT PORCH BLUES

JANUARY 29 6:00 PM

THE POINT EVENTS CENTER - 2101 DEARBORN, AUGUSTA KS

TO SPONSOR OR RSVP - PLEASE RETURN FORM TO JAYME AT
 GOAUGUSTAKS@GMAIL.COM OR REGISTER ONLINE AT
 WWW.GOAUGUSTA.ORG



2022

Adopt A Pot Competition

Applications now being accepted at
www.goaugusta.org.

Pot assignments are first come first served so
get in your application today!

Planting can begin on April 22nd -
Earth Day!



Cheryl and Terry Alley



Lily Lake 4H



The Insurance Guys



BAND O RAMA BUSINESS SHOWCASE

16 PARTICIPANTS
2 SPONSORS

Go! AUGUSTA BUSINESS SHOWCASE AND BAND-O-RAMA

Showcase Overview
May 12th 5:30 - 7:00 pm
Augusta High School Commons Area
2020 Ohio St. Augusta KS67010
Business Exhibits and vendor booths

Band-O-Rama starts at 7pm
in the gymnasium

Go! Augusta will host the annual premier business and community expo in conjunction with the Augusta High School's popular and well attended Band-O-Rama. The showcase will feature an upbeat atmosphere & local business booths

This event is a great opportunity for businesses to exhibit their products and services, as well as network with the public and fellow business leaders. This is a family friendly event that will be filled with plenty of networking, door prizes and festivities.

Sponsorships

Signature Sponsor / \$500

- 172 page ad in the event program given out to all attendees
- Large Logo on event flyer sent out to all elementary student families
- One Exhibit Booth - 1st choice on location
- Logo on all Marketing Materials used on Social Media
- Logo on Giant Banner at Entrance

Title Sponsor / \$250

- Quarter page ad in the event program given out to all attendees
- One Exhibit Booth - premium space
- Small logo on event flyer given out to all elementary student families
- Small logo on Marketing Materials used on social media
- Company listed on event banner

Supporting Sponsor / \$100

- Eighty page Ad in Event Program given out to attendees
- One Exhibit Booth
- Company listed on Marketing Materials used on Social Media

Exhibitor Booth

Booth Space & Equipment

- Booth spaces are reserved on a first come first served basis based on full payment
- Booth size is 8' x 8'
- One 6' table will be provided
- Electricity is available on a limited first come first served basis

Set Up and Tear Down

- Set up 4:15 - 4:45 no later set ups allowed
- Tear Down around 7:15pm
- Booth must be maintained at all times

Prizes and Giveaways

- Exhibitors are encouraged to bring a drawing basket or item to give away at the end of the show. These must be at least \$25 in value
- You are welcome to give away promotional items at your booth (pens, bags, notepads, etc.)

Questions?
Contact Jayme 316-775-4585

THANK YOU TO OUR SPONSORS:

WE BELIEVE IN FIRST NAMES
& Lasting Relationships



MEET OUR AUGUSTA TEAM



David Chappell
Community Bank President



Mary Williams
Brand Manager

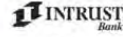
2330 Ohio St
Augusta, KS 67010
316.775.2200

CitizensBankofKansas.com

Follow us: [Social Media Icons]



THANK YOU TO OUR SPONSORS:



112 W. 7th St
Augusta, KS 67010
316-383-3340



Chamber of Commerce
A High Street Community
Convention & Tourism Bureau



AUGUSTA PUBLIC SCHOOLS PRESENTS:

65TH ANNUAL BAND O RAMA

FEATURING:
5TH GRADE BAND 6TH GRADE BAND 7TH GRADE BAND 8TH GRADE
BAND AHS JAZZ ENSEMBLE AHS CONCERT BAND AHS PROMLINE AND
ENTIRE USD 402 BANDS COMBINED

THURSDAY, MAY 12TH 2022
7:00 PM HUTTER GYMNASIUM - AHS

YOU ARE ALSO INVITED TO VISIT THE
Go! AUGUSTA
BUSINESS SHOWCASE
5:30 - 7:00 PM
AHS COMMONS AREA

THANK YOU TO OUR SPONSORS:



MEET OUR AUGUSTA TEAM



David Chappell
Community Bank President



Mary Williams
Brand Manager

2330 Ohio St
Augusta, KS 67010
316.775.2200

CitizensBankofKansas.com

Follow us: [Social Media Icons]



THANK YOU TO OUR SPONSORS:

AUGUSTA PUBLIC SCHOOLS PRESENTS:

65TH ANNUAL BAND O RAMA

FEATURING:
5TH GRADE BAND 6TH GRADE BAND 7TH GRADE BAND 8TH GRADE
BAND AHS JAZZ ENSEMBLE AHS CONCERT BAND AHS PROMLINE AND
ENTIRE USD 402 BANDS COMBINED

THURSDAY, MAY 12TH 2022
7:00 PM HUTTER GYMNASIUM - AHS

YOU ARE ALSO INVITED TO VISIT THE
Go! AUGUSTA
BUSINESS SHOWCASE
5:30 - 7:00 PM
AHS COMMONS AREA

WELCOME TO BAND O RAMA

AHS Jazz Ensemble

Garden of Babylon.....Freeman / arr. Wasson
Carpathia.....William Owens
Pride of the Cadets.....Joseph Campello
Sentimentale.....Satoshi Yagiwasa
Engines of Resistance.....Larry Clark
Harlequin Dance.....Erik Morales
Kick in the Brass.....Larry Barton

Drum Line

The Dragon Lord.....Randall Standridge
A Million Dreams.....arr. Paul Murtha
Captain Marvel.....arr. Michael Brown
At the Movies: Haunted Nights.....arr. Justin Williams
S Sinatra in Concert.....arr. Jerry Novak
Fidgets.....Eugene Bruseloff

Conductors:
Todd Hollis Clayton Kaus
James Hollingsworth Brandi Kaus

BUSINESS SHOWCASE PARTICIPANTS

H&R BLDCA THE BEST VALUE FOR YOUR MONEY! CALL REBEKAH 316-320-1342	Point AHS JAZZ ENSEMBLE AHS CONCERT BAND AHS PROMLINE AND ENTIRE USD 402 BANDS COMBINED	CITIZENS BANK HOMETOWN COMMITMENT	Prairie Hills Even the winds... obey Him! Matthew 8:27 www.prairiehillsks.com • 316.775.2200
RAINBOWS We are excited to have you at our event! CALL REBEKAH 316-320-1342	Partners We are excited to have you at our event!	ODD FELLOWS We are excited to have you at our event!	ECOGUARD We are excited to have you at our event!
Augusta We are excited to have you at our event!	MARR HOME TEAM We are excited to have you at our event!	INTRUST We are excited to have you at our event!	kw We are excited to have you at our event!
AUGUSTA ARTS COUNCIL We are excited to have you at our event!	WHITE EAGLE We are excited to have you at our event!	White Eagle We are excited to have you at our event!	White Eagle We are excited to have you at our event!

FREE ADMISSION PRIZE DRAWINGS BUSINESS EXHIBITS

Go! AUGUSTA BUSINESS SHOWCASE AND BAND-O-RAMA

Augusta High School
THURSDAY, MAY 12TH 2022
5:30PM - 7:00PM SHOWCASE 7:00PM BAND-O-RAMA

VISIT THESE BOOTHS.....

- | | | |
|--------------------------------------|-----------------|----------------------|
| MARR HOME TEAM | RAINBOWS UNITED | ARMPFIELD DENTISTRY |
| WHITE EAGLE CREDIT UNION | H & R BLOCK | KANSAS CANNONS |
| BRUCE'S BULLSEYE FARMS | INTRUST BANK | IOOF AND REBEKAH'S |
| PRAIRIE HILLS CHURCH | ECOGUARD | AUGUSTA ARTS COUNCIL |
| CITIZENS BANK OF KANSAS | AMERICAN LEGION | TERRILL HOME TEAM |
| THE POINT EVENT CENTER | | |
| FLUTTERBYE MOBILE DINER | | |
| AUGUSTA COMMUNITY CARING CENTER | | |
| AUGUSTA UNITED METHODIST CHURCH | | |
| ANDOVER AUGUSTA RAIL TRAIL IMITATIVE | | |

WELCOME TO BAND O RAMA

AHS Jazz Ensemble

Garden of Babylon.....Freeman / arr. Wasson
Carpathia.....William Owens
Pride of the Cadets.....Joseph Campello
Sentimentale.....Satoshi Yagiwasa
Engines of Resistance.....Larry Clark
Harlequin Dance.....Erik Morales
Kick in the Brass.....Larry Barton

Drum Line

The Dragon Lord.....Randall Standridge
A Million Dreams.....arr. Paul Murtha
Captain Marvel.....arr. Michael Brown
At the Movies: Haunted Nights.....arr. Justin Williams
S Sinatra in Concert.....arr. Jerry Novak
Fidgets.....Eugene Bruseloff

Conductors:
Todd Hollis James Hollingsworth

BUSINESS SHOWCASE PARTICIPANTS

Augusta We are excited to have you at our event!	Augusta We are excited to have you at our event!	CITIZENS BANK HOMETOWN COMMITMENT	Prairie Hills Even the winds... obey Him! Matthew 8:27 www.prairiehillsks.com • 316.775.2200
Point AHS JAZZ ENSEMBLE AHS CONCERT BAND AHS PROMLINE AND ENTIRE USD 402 BANDS COMBINED	Partners We are excited to have you at our event!	ODD FELLOWS We are excited to have you at our event!	ECOGUARD We are excited to have you at our event!
Augusta We are excited to have you at our event!	MARR HOME TEAM We are excited to have you at our event!	INTRUST We are excited to have you at our event!	kw We are excited to have you at our event!
AUGUSTA ARTS COUNCIL We are excited to have you at our event!	WHITE EAGLE We are excited to have you at our event!	White Eagle We are excited to have you at our event!	White Eagle We are excited to have you at our event!

Brick Street BAZAAR

Saturday, June 4th 2022
Downtown Augusta, KS
8:00 am - 1:00pm



Join us for the 2nd Annual Brick Street Bazaar in the Red
Brick District of Downtown Augusta!

- Shop at over 75 vendor booths and storefronts!
- Multiple unique dining options will be available

FREE Admission!

Shopping - Food - Fun - Entertainment!

**53 Participating
Businesses**

**68 Businesses
Signed up**



Brick Street Bazaar

3KSN
SUMMER ROAD TRIP

LET'S WELCOME KSN TO AUGUSTA, KS!

TALLEST PARK
 SUNDAY, JULY 17, 2022
 AT 2:30PM
 NEXT TO TRAIN DEPOT
 ARRIVAL FOR KSN CREW
 IS AT 2:45PM.

DESIGN A POSTER BOARD
 CREATE YOUR KSN CHANNEL 3
 WELCOME POSTER SIGN &
 TAKE A PICTURE WITH ONE OF
 YOUR FAVORITE LOCAL HOSTS.

DQ
 Sponsor: Augusta Dairy Queen
 DQ STAR KISS TREATS PASSED OUT TO THE
 FIRST 100 TO SHOW UP at the GOAUGUSTA
 Table.

618 STATE STREET
 AUGUSTA, KS 67010

GO AUGUSTA

316-775-4585
 GOAUGUSTA.ORG



KSN SUMMER ROAD TRIP SUNDAY, JULY 17TH 2022



HOMECOMING PARADE	COMMUNITY TAILGATE	STEAKS ON THE BRICKS
Friday, October 7th 2:00pm	Friday, October 7th 5:00pm	Saturday, October 8th 5:00 pm



Homecoming Parade
50 Participants

Community Tailgate
Sold 450 Tickets

Steaks on the Bricks
102 Participants



Community Tailgate 2022

Main Dishes

- Chili
- Pulled Pork Sandwiches
- Frito Chili Pie
- Hot Dogs
- Smoked Pulled Chicken

Side Dishes

- Baked Beans
- Mac and Cheese
- Potato Salad
- Cheesy Potatoes
- Coleslaw
- Roasted Corn
- Chips

Desserts

- Sugar Cookies
- Brownies
- Cake
- Cookies & Cocoa
- Caramel Apples

\$5 Meal Ticket

Choose one Main dish, one side dish, one dessert and one drink

Drinks

- Soda
- Water



STEAKS ON THE BRICKS

\$45

Dinner - Drinks - Concert
5:00pm

\$15

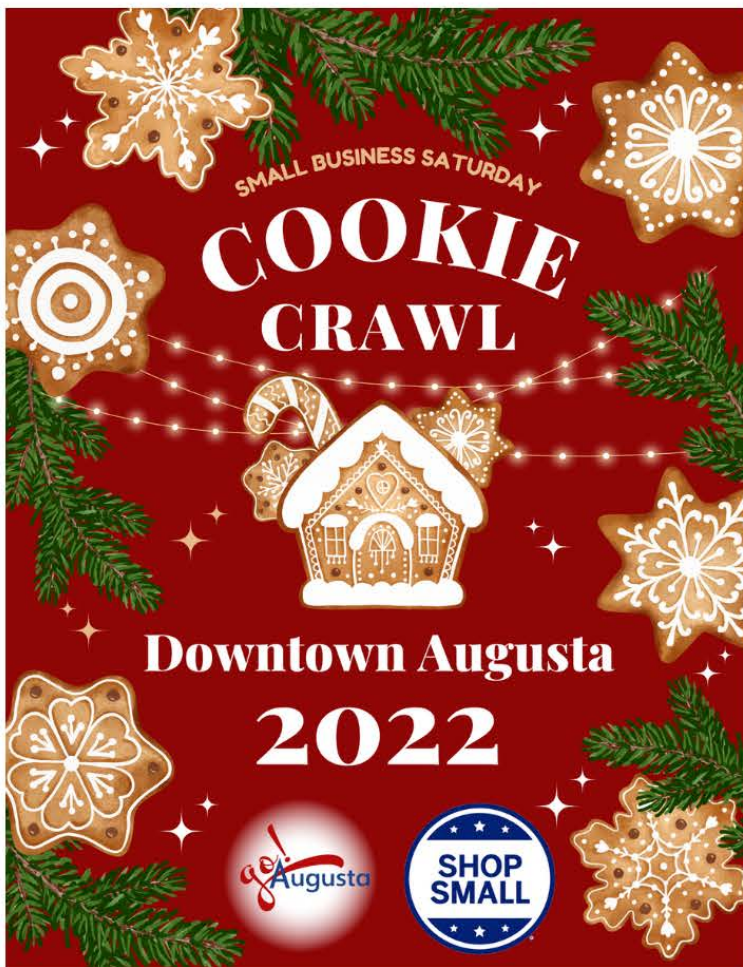
Concert Only
6:30pm

Includes Steak - Sides - Adult Beverages - Soda and Water
Must be 21 and over to attend

8th
October

Live Band: Soul Preachers
Cash Bar Onsite

Purchase tickets online at: www.goaugusta.org
Or In person at Marketplace 67010 - Ace Hardware - Free State Cycle Works or H+H Collection



COOKIE CRAWL
150 TICKETS SOLD
\$1000 DONATED

2022 Small Business Saturday
 Go! Augusta **Cookie Crawl** SHOP SMALL

Butler Co. Dept. on Aging Depot 618 State	Bon Bon's 614 State	Heather Holmes Sudduth Realty 608 State	Community Crossroads Church 102 E 6th	Martin Financial 516 State
Augusta Gold Shop 512 State	Beth Hall Shelter Insurance 104 E 5th	Augusta Barber Shop 106 E 5th	H+H Collection 110 E 5th	Joni's Barbershop 410 State
Pure Soul Therapeutic Massage 410 State	Butler County Outfitters 324 State	Sam's Fudge 407 State	Brick's Bar and Grill 409 State	ICOF Oddfellows 413 State
Boutique 1631 Laiker Nicole Flowers & Bethanie Brewer Salon 419 State	Tracey's Dreamweavers Salon and Spa 431 State	The Sweet Witch & Bardana Babe Designs 501 State	Walmart Valley Meat Market 507 State	Cooper Drug 509 State
Renee Michael Gift Emporium 519 State	Free State Cycle Works 529 State	Lori's Emporium 531 State	Marketplace 67010 601 State	Thank you for participating and have a wonderful Holiday season!



Christmas Parade

25 Entries

5 Sponsors

\$600 in Prizes
awarded



Thank You

Thank you to everyone who braved the cold weather
★ to make the 2022 Rockin' Around The Christmas
Tree Parade a success!

Volunteers	JUDGES
CONNIE THURMAN ANDREW EBERT TRISHA RALSTON BRIAN JACKSON DOUG LAW GAVIN RICHARDSON BRENNAN DENNISON AMAYA ESCOBEDO TRAILERS & HITCHES PARKS MOTORS	ERIC BROWN HEATHER HOLMES KERRY ASHENFELTER

goAugusta



*Thank you to our 2022 Rockin' Around
the Christmas Tree Parade Sponsors!*



**ROCKIN' AROUND
THE CHRISTMAS TREE**
TUESDAY, NOVEMBER 29TH 6:00 PM

*An evening holiday parade brought to you
by Go! Augusta*

\$200 SPONSORSHIPS AVAILABLE
Benefits of sponsorship include:

- YOUR BUSINESS LISTED ON ALL PRINTED MATERIALS
- YOUR BUSINESS REPRESENTED ON ALL SOCIAL MEDIA AND PROMOTIONS FOR THE EVENT
- 15 SECOND "COMMERCIAL" PROMOTING YOUR BUSINESS TO BE READ BY PARADE EMCEE DURING THE PARADE

LET US KNOW IF YOU ARE WILLING TO SPONSOR! EMAIL US AT
GOAUGUSTAKS@GMAIL.COM ASAP IF YOU WOULD LIKE TO TAKE
ADVANTAGE OF THIS OPPORTUNITY! THE SOONER THE BETTER TO GET
YOUR INFO INCLUDED ON GRAPHICS! JUST LET ME KNOW AND I WILL SEND
YOU AN INVOICE!



**ROCKIN' AROUND
THE CHRISTMAS TREE**
2022 LIGHTED HOLIDAY PARADE
TUESDAY, NOVEMBER 29TH - 6:00 PM
DOWNTOWN AUGUSTA

Kick off the Holiday Season with the Lighted
Christmas Parade in Downtown Augusta

Come down early for some Christmas
Shopping and get a cup of cocoa at the
Augusta Arts Center

Join us after the parade at the Augusta
Historical Museum to visit with Santa and
his reindeer while enjoying a hot cup of
cocoa provided by the Lions club.





**CITY OF AUGUSTA
CITY COUNCIL AGENDA REPORT**

Meeting Date: February 23, 2023
 Department: Administration
 Submitted By: Josh Shaw, City Manager
 Prepared By: Josh Shaw, City Manager
 Agenda Title: **DISCUSS ENTERPRISE FLEET MANAGEMENT PROPOSAL**

BACKGROUND:

Over the past two years, the supply chain environment arising during the COVID pandemic has resulted in major manufacturing delays for passenger vehicles, work trucks, and patrol cars. The bidding environment has largely dried up and traditional processes are not securing the vehicles that the City needs to operate at a high level. In multiple instances, the City has awarded bids and waited several months for delivery, only to have the purchase canceled because manufacturers were unable to send vehicles to dealerships to fulfill orders. Staff began reaching out to other cities to explore options for reliably securing vehicles and discussed a number of cities utilizing a partnership with Enterprise Fleet Management to meet their fleet needs (summary of reference feedback attached).

The basic concept of the program is that the City moves away from purchasing and owning vehicles outright and moves instead to an equity leasing model. Since governments are able to buy vehicles cheap and Enterprise is able to sell them high, the equity lease model attempts to maximize the life cycle value of the vehicles by trading them in used when their value is at its peak rather than running the vehicle into the ground until it has no value left and then buying a new one. As shown in the attached financial synopsis, Enterprise expects this strategy to reduce the average age of the city's fleet vehicles from 16 years to 3 years. It will result in more regular turnover of vehicles so that employees stay operating in newer equipment, which reduces maintenance costs, mitigates productivity loss from downtime, and improves appearance of the City fleet and overall morale of employees. Enterprise estimates that the proposed model could save the City about \$500,000 over the next 10 years.

Kenneth Olsen from Enterprise Fleet Management will be present to discuss the proposal and answer questions from the City Council regarding this fleet strategy.

Department Head Approval Date:

City Manager Approval Date:

City Attorney Approval Date:

Attachment *(list in packet assembly order):*

1. *Enterprise Fleet Synopsis*
2. *Reference Feedback*
3. *Equity Lease Agreement*



FLEET MANAGEMENT

PREPARED FOR:

City of Augusta, KS

Ken Olsen

FLEET CONSULTANT

314-825-2208

PHONE

Kenneth.P.Olsen@efleets.com

EMAIL



FLEET SYNOPSIS | City of Augusta, KS

Executive Summary

Enterprise Fleet Management is a privately held, full-service fleet management business for government agencies and other organizations operating medium-sized fleets of 20 or more vehicles. Enterprise Fleet Management is an affiliate of Enterprise Holdings and owned by the Taylor family of St. Louis.

With more than 50 fully staffed offices in the U.S. and Canada, the local Enterprise Fleet Management teams of experts assemble customized fleet management programs that are just right for our clients. Our expertise covers the full spectrum of a vehicle's lifecycle, including acquisition, registration, maintenance, use reporting, fuel card programs, and remarketing, as well as fleet analysis and optimization. And with more than 630,000 fleet vehicles managed across North America, Enterprise supplies a vast variety of makes and models for all vehicle categories, from cars to light and medium-duty trucks, service vehicles, and emergency response police units.

The City of Augusta will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs. Your Account Team is located in the Wichita area so we can quickly arrive in-person to address any of your needs. Your Client Strategy Manager, Justin Harper, will meet with the City 4 times per year at a minimum to discuss strategy, budget preparation, and operational excellence.

Enterprise Fleet Management uses a combination of online tools, technologies, and automated processes to give our clients complete oversight of their fleet, lower overall costs, and provide convenience for drivers and administrators. These resources complement our local account management teams and allow us to supplement local support with self-service capabilities.

Enterprise is prepared to assist in all aspects of the City of Augusta's fleet management structure. We have already designed a financial model that will guide your Account Team from the start. Enterprise will work with department heads to ensure we have the vehicles built and spec'd exactly as needed, we will have all aftermarket equipment confirmed, and the timeframe that the vehicles are needed to be delivered. Logistically, the new vehicles will be delivered to a local dealership, then to an aftermarket vendor if necessary for equipment upfit, after delivery Enterprise will then pick up the aged city units and sell them on the city's behalf.

Enterprise has built a financial model designed around Augusta's fleet. Given the strong government acquisition power, low mileage patterns, and the Enterprise resale abilities, this financial model will allow the City to operate a newer, more efficient fleet at a lower budget and overall cost of ownership. This will also reduce the operational fuel and maintenance expenses, along with lowering the carbon footprint.

THE SITUATION

Current fleet age is negatively impacting the overall budget and fleet operations

- 46% of the light and medium duty fleet is currently 10 years or older
- 81% of the light and medium duty fleet is currently 6 years or older
- 12 years is the current average age of the fleet
- Over 16 years – time it would take to cycle the entire fleet at current acquisition rates
- Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, causing increased downtime and loss of productivity.

THE OBJECTIVES

Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of over \$535,324 in 10 years

- Shorten the current vehicle life cycle from 16 years to 3 years
- Provide a lower sustainable fleet cost that is predictable year over year
- Significantly reduce cost of maintenance and repairs
- Reduce the overall fuel spend through more fuel-efficient vehicles
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity

Increase employee safety with newer vehicles

- Currently:
 - 12 vehicles predate Anti-Lock Brake standardization (2007)
 - 17 vehicles predate Electronic Stability Control standardization (2012)
 - ESC is the most significant safety invention since the seatbelt
 - 30 vehicles predate standardization of back up camera (2018)

THE RESULTS

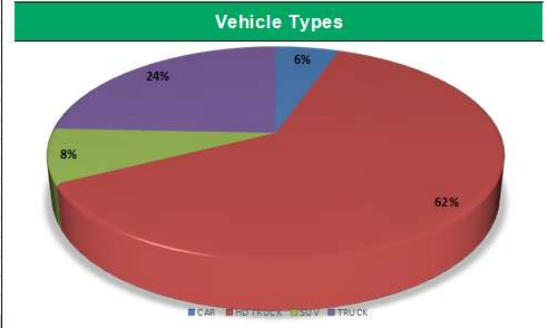
By partnering with Enterprise Fleet Management, it is estimated that the City will reduce their fuel costs by over 20%. The City will also reduce maintenance cost by approximately 72%. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold. Furthermore, the City will leverage Enterprises Fleet Management's ability to sell vehicles at an average of 112% above Commercial Value Index. By shifting from reactively replacing inoperable vehicles to planning vehicle purchases, Augusta will be able replace 37 of its oldest vehicles within the first five years, turning 100% of their vehicles into newer, safer, more efficient models.

FLEET ANALYSIS | City of Augusta

Fleet Profile | Fleet Replacement Schedule | Replacement Criteria

Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2023	2024	2025	2026	2027	Under-Utilized
Full-size Sedan-ERV	2	12.9	7,900	2	0	0	0	0	0
Compact SUV 4x4	1	5.8	18,300	1	0	0	0	0	0
Mid-Size SUV 4x4-ERV	2	1.8	17,200	2	0	0	0	0	0
Compact Pickup Reg 4x2	2	11.4	8,200	2	0	0	0	0	0
1/2 Ton Pickup Reg 4x2	1	15.0	7,800	1	0	0	0	0	0
1/2 Ton Pickup Ext 4x4	2	8.4	11,200	2	0	0	0	0	0
1/2 Ton Pickup Quad 4x2	4	3.3	8,400	4	0	0	0	0	0
3/4 Ton Pickup Reg 4x2	4	21.3	5,200	4	0	0	0	0	0
3/4 Ton Pickup Reg 4x4	1	18.0	3,900	1	0	0	0	0	0
3/4 Ton Pickup Ext 4x4	1	9.9	4,200	1	0	0	0	0	0
3/4 Ton Pickup Quad 4x2	4	19.5	5,300	4	0	0	0	0	0
1 Ton Pickup Reg 4x2	1	24.1	6,600	1	0	0	0	0	0
1 Ton Pickup Ext 4x2	1	9.9	4,100	1	0	0	0	0	0
1 Ton Pickup Quad 4x4	3	5.9	7,300	3	0	0	0	0	0
1 Ton Cab Chassis	2	22.1	3,000	2	0	0	0	0	0
1 1/2 Ton Cab Chassis	6	7.7	4,000	6	0	0	0	0	0
Totals/Averages	37	11.8	7,100	37	0	0	0	0	0

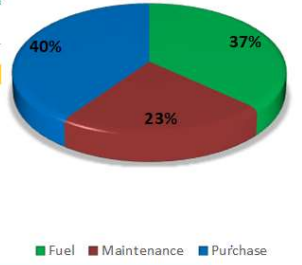
* Fiscal Year 2023 = 1 years old and older, or odometer over 100,000
 * Fiscal Year 2024 = 8 years old and older, or odometer over 93,300
 * Fiscal Year 2025 = 6 years old and older, or odometer over 86,800
 * Fiscal Year 2026 = 3 years old and older, or odometer over 79,900
 * Fiscal Year 2027 = Remaining Vehicles
 * Underutilized = Annual Mileage less than 1,000



Current Fleet	37	Fleet Growth	0.00%	Proposed Fleet	37
Current Cycle	16.09	Annual Miles	7,100	Proposed Cycle	3.11
Current Maint.	\$130.17			Proposed Maint.	\$36.84
Maint. Cents Per Mile	\$0.22	Current MPG	10	Price/Gallon	\$3.50

Fleet Costs Analysis

Fiscal Year	Fleet Mix				Fleet Cost						Annual	
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
Average	37	2.3	37	0	100,699	-2,300			57,794	91,945	248,138	0
'23	37	37	0	37	0	387,414	-666,000		16,357	70,727	-191,502	439,640
'24	37	0	0	37	0	387,414	0	-301,962	16,357	70,727	172,536	75,602
'25	37	22	0	37	0	387,414	0	-22,882	16,357	70,727	451,616	-203,478
'26	37	2	0	37	0	387,414	0	-301,962	16,357	70,727	172,536	75,602
'27	37	22	0	37	0	387,414	0	-277,236	16,357	70,727	197,263	50,875
'28	37	13	0	37	0	387,414		-324,844	16,357	70,727	149,654	98,484
'29	37	24	0	37	0	387,414		0	16,357	70,727	474,498	-226,360
'30	37	0	0	37	0	387,414		-301,962	16,357	70,727	172,536	75,602
'31	37	22	0	37	0	387,414		-22,882	16,357	70,727	451,616	-203,478
'32	37	2	0	37	0	387,414		-579,198	16,357	70,727	-104,699	352,837



10 Year Savings	\$635,324	Avg. Sustainable Savings	\$19,417
------------------------	-----------	---------------------------------	----------

CASE STUDY | City of Augusta

CASE STUDY | CITY OF LENEXA



The City of Lenexa see big savings with new fleet vehicles.

BACKGROUND

Location: Lenexa, KS
Industry: Government
Total vehicles: 72 vehicles

THE CHALLENGE

The City of Lenexa was holding onto vehicles for 10 years and would only replace the vehicles if maintenance costs became too high or they were inoperable. As issues would arise, city managers would rush to get the vehicle fixed, find funds to cover the repair and make sure the employee was able to do his or her job. The process of maintaining an aged fleet with high and unpredictable maintenance costs became a grueling task for The City to manage.

THE SOLUTION

Enterprise Fleet Management presented the City of Lenexa with a proactive fleet management program. The solution would replace most of the light-duty vehicles within the first year of partnering with Enterprise, which would provide the city with a newer, more reliable fleet.

"We were skeptical at first because the numbers looked too good to be true. Once we made the choice to work with Enterprise Fleet Management, it was exciting to have a new fleet of vehicles for our employees. When we saw savings over 22% on fuel costs, just by switching to newer vehicles, that alone was worth the change."

— Nick Arena, Asst. Municipal Services Director

By replacing 45 light-duty vehicles in the first year, The City realized immediate operational savings. Enterprise Fleet Management helped acquire vehicles with volume incentives to lower the initial order and reduce the total cost of ownership for the City of Lenexa.

THE RESULTS

The City now offers its employees vehicles that have up-to-date safety features and with overall improved reliability. This has helped improve the satisfaction of the workforce. The partnership has also helped The City standardize its fleet and utilize the best vehicles based on the equipment needed for the job. The program offers flexibility to replace units more frequently, in shorter cycles so it will continue to experience overall savings. With a newer fleet of vehicles, The City of Lenexa experienced a 22% decrease in fuel costs and a 70% decrease in unplanned maintenance expenses. Additionally, the new fleet strategy allows city employees to focus solely on their core responsibilities instead of vehicle maintenance issues.

To learn more, visit efleets.com or call 877-23-FLEET.

Enterprise and the 'e' logo are registered trademarks of Enterprise Fleet Management, Inc. All other trademarks are the property of their respective owners. © 2018 Enterprise Fleet Management, Inc. J02018_031



Key Results

22%
SAVINGS
IN FUEL COSTS



REDUCED MAINTENANCE
SPEND BY
70%

6%
TOTAL SAVINGS
WITH FLEET AGE
LESS THAN 5 YEARS



PROGRAM RESOURCES | City of Augusta

SAFETY

- 46% of all vehicles are older than 10 years of age and do not contain the most up to date safety features, such as electronic stability control and airbag standardization and anti-lock brake control.

ACCOUNT MANAGEMENT

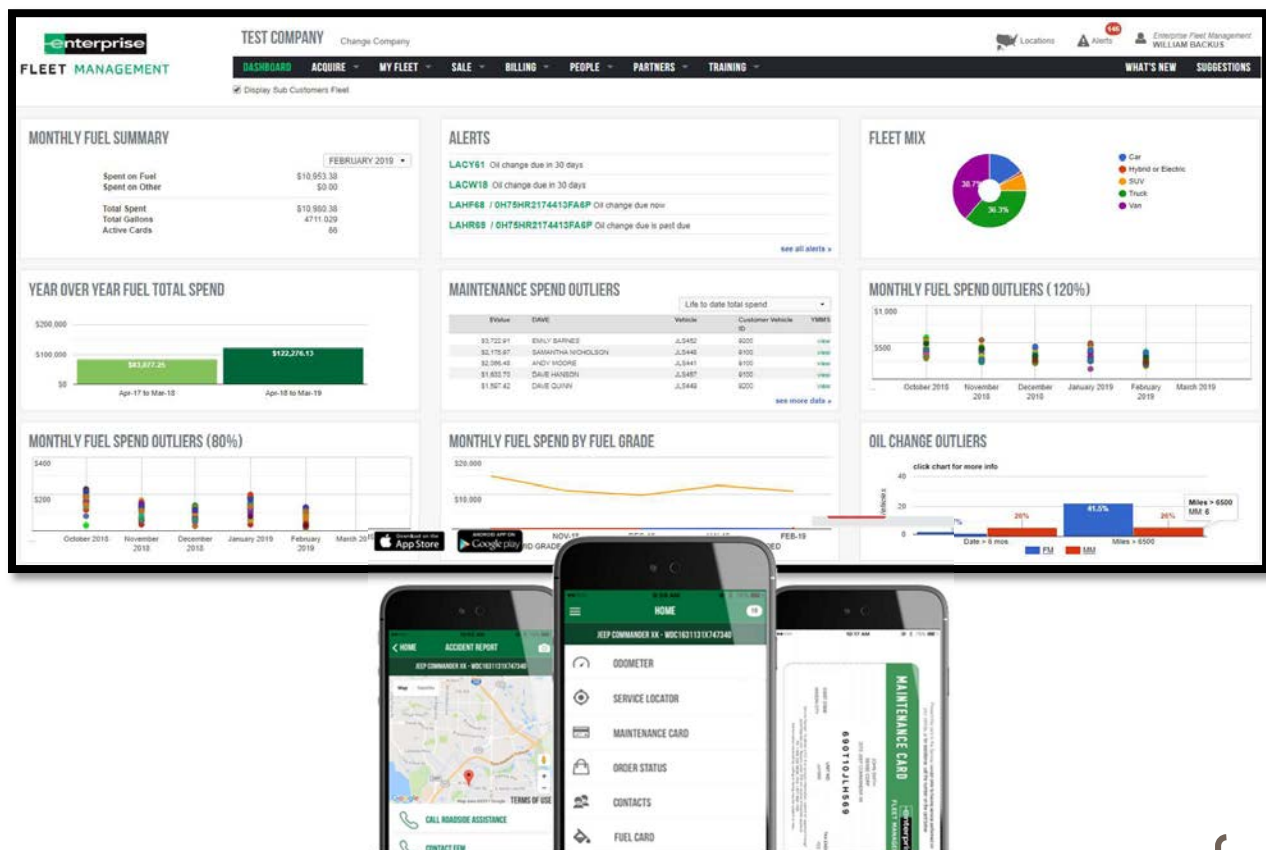
Augusta will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Your dedicated Client Strategy Manager meets with you 4 times at a minimum per year for both financial and strategic planning.
- Your Client Strategy Manager will provide on-going analysis – this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and fleet replacement analysis.

TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data so that you may have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our Mobile App gives drivers all of the convenience and functionality they need.

- **Consolidated Invoices** - Includes lease, maintenance, and any additional ancillaries
- **Maintenance Utilization** - Review the life-to-date maintenance per vehicle
- **Recall Information** - See which units have open recalls
- **License & Registration** - See which plate renewals are being processed by Enterprise and view status
- **Alerts** - Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis** - See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



REFERENCES | City of Augusta

LOCAL CURRENT PARTNERS

- Unified Government of WYCO/KCK
- City of Prairie Village, KS
- City of Lenexa, KS
- City of Arkansas City, KS
- City of Valley Center, KS
- Shawnee County, KS
- Jackson County, MO
- City of Derby, KS
- City of Andover, KS
- City of Emporia, KS
- City of Salina, KS
- City of Osawatomie, KS
- City of Wellington, KS
- City of Independence, MO

REFERENCES:

Below is a list of three client references including company name, contact person, and telephone number.

1. City: **City of Lenexa, KS**
Business Phone #: (913) 477-7880
Contact Person: Nick Arena, Municipal Services Director
4. City: **City of Prairie Village, KS**
Business Phone #: (913) 477-7880
Contact Person: James Carney, Superintendent
3. City: **Unified Government of Wyandotte County, KS**
Business Phone #: (913) 593-3970
Contact Person: Jeff Miles, Fleet Manager

COOPERATIVES:

SOURCEWELL Purchasing Cooperative - *Member ID # is 82929*

Enterprise Fleet Rental
Reference Checks
Jim Sutton

Kenneth Olsen, Fleet Rental Account Exec., provided a list of 19 local governments for the city to contact, and staff learned of two (2) additional governments during a conversation with Kenneth. Jim Sutton contacted nine (9) of the 21 local governments. Jim asked each of those governments the following questions:

1. What can you share about your experience with them?
2. Do you have a city-wide lease or is this just by department?
3. Are you getting the savings that you expected?
4. Are you getting the right vehicles for the job?
5. Are the vehicles being replaced in a timely manner?
6. Is the maintenance done inhouse or does Enterprise perform the maintenance?
7. Is there anything I should know that I have failed to ask?
8. Are you happy with the lease and would you recommend it for the City of Augusta?

The cities interviewed have been with Enterprise anywhere from a few weeks to seven or eight years. All of them told me that it is still hard to get vehicles, but they do not feel that it is Enterprise's fault; they blame delays/cancellations on supply chain factors. All of them felt that communication with Enterprise is the key to a good working relationship. Some of them had a story to tell me about how Enterprise came through for them when they needed a vehicle. Eight of the nine cities recommend them, the ninth city said they did not yet have enough information to recommend them but had nothing negative to say either.

The 21 organizations provided. Those contacted are highlighted.

1. City of Prairie Village, KS
2. Unified Government of Wyandotte County, KS
3. City of Derby, KS
4. City of Valley Center, KS
5. City of Andover, KS
6. City of Lenexa, KS
7. City of Emporia, KS
8. City of Salina, KS
9. City of Osawatomie, KS
10. City of Wellington, KS
11. City of Independence, MO
12. City of Arkansas City, KS
13. Shawnee County, KS
14. Jackson County, MO
15. Geary County, KS
16. Ellis County, KS
17. City of Park City, KS

- 18. Wichita Public Schools
- 19. Raytown, MO – 10+ years
- 20. Branson, MO – 6-7 years
- 21. Haysville Schools – 3-4 years

Answers from the nine local governments interviewed are summarized in the table below. Extended answers are provided in the narrative following the table.

Question	Prairie Village	Derby	Valley Center	Andover	Lenexa	Wellington	Arkansas City	Park City	Branson, MO
Time with Enterprise	+3 years	07.2022	15 months	2 years	7-8 years	2022	09.2021	2022	2018
Experience (Good/Bad)	Good	Great	Good	Wonderful	Good	Very good	Good	-----	Good
City-wide Lease/Dept.	Citywide, Except police	Yes	Citywide	Citywide	Citywide, Except Police	Citywide	Citywide, Except Police	3-5 Vehicles	Citywide
Savings	Don't know	See notes	Too soon to know	Yes	Yes	Too soon to know	Too soon to know	-----	Yes
Right Vehicles	Yes	Too Soon to Know	Yes	Yes	Yes	-----	-----	-----	Yes
Timely Replacement	Yes	Too Soon to Know	Too Soon to Know	Yes	Yes	Too Soon to Know	Too Soon to Know	-----	Yes
Maintenance In House	In House	Warranty Enterprise; Other Work in House	Enterprise local vendor	Enterprise local vendor	In House	Enterprise local vendor	Enterprise local vendor	-----	In House
Additional Comments	See notes	-----	-----	-----	-----	-----	-----	-----	See notes
Recommend	Yes	Yes	Yes	Yes	Yes, Highly	Too Soon to Know	Yes	Too Soon to Know	Yes

City 1

Augusta is considering using Enterprise Fleet leasing.
I have been told you lease with them.

What can you share about your experience with them?

Customer service is amazing, the only drawback is about once a month they call wanting a survey done.

Do you have a city-wide lease or is this just by department?

The entire city.

Are you getting the saving that you expected?

Has not been with them long enough to see yet. Started in September of 2021, and they have not flipped the fleet yet.

Are you getting the right vehicles for the job?

Enterprise took quite a bit of time going over ever vehicle to get equipped correctly.

Are the vehicles being replaced timely?

Everyone having trouble getting vehicles, but it's been just over a year.

Is the maintenance done inhouse or does Enterprise do the maintenance?

They pay the \$25.00 a month per vehicle and send them out to local shop to do the service.

Is there anything I should know that I have failed to ask?

Are you happy with the lease and would you recommend it for the city of Augusta?

Yes, they had very great to work with.

City 2

Augusta is considering using Enterprise Fleet leasing.
I have been told you lease with them.

What can you share about your experience with them?

Biggest issue has been the lack of vehicles, out of 50 vehicles 32-35 were pickups they have received 1 to date and they had to fight to get it. They did get 8 Traverses and a few police interceptors. They have been on the program for 18 months.

Do you have a city-wide lease or is this just by department?

The entire city, fleet of car, SUV, and pickups up to ¾ ton

Are you getting the saving that you expected?

Are you getting the right vehicles for the job?

Are the vehicles being replaced timely?

All of the 2022 orders were cancelled and their 2023 chevy order have been canceled. He was told yesterday 1/4/23 that they had 5 pickups headed their way and then told this morning that 1 had been pulled.

Is the maintenance done inhouse or does Enterprise do the maintenance?

They are using local vendor through Enterprise did have some trouble getting them set up. Set up 2 and then had to do some talking to get the other set up, but Enterprise did set them up after that talk. Said that they even did that with the part of the fleet they own, \$6.00 a month per vehicle for the old fleet and said the new part of the fleet is more unsure what.

Is there anything I should know that I have failed to ask?

Are you happy with the lease and would you recommend it for the city of Augusta?

Did not feel that the problems getting vehicles had anything to do with Enterprise.
Did not want to say either way on a recommendation.

City 3

It is my understanding that your city uses Enterprise fleet leasing for the city fleet. Augusta is considering using Enterprise and I have a few questions.

What can you share about your experience with Enterprise?

Been with them for 7 or 8 years now, they are on a five-year lease program but meet with Enterprise regularly to see about trading based on value

How long has the city been using Enterprise fleet leasing?

7 or 8 years

Do you have a city-wide lease or do departments engage Enterprise individually?

No vehicle that can go through a red light. When they first joined, Enterprise insurance would not allow it and the city fills that they put too much equipment to be switching that often. Also, only lease vehicle smaller than a one ton.

Are you getting the savings that you expected?

The first year they got the fuel saving with the newer vehicle getting that much better fuel milage. They feel that enterprise does a good job watching the market, so they get top dollar for trade ins.

Are you getting the appropriate vehicles for the job?

Yes sat down with Enterprise to size and equip the vehicles correctly (not every job needs a 1-ton four-wheel drive pickup)

Are the vehicles being replaced in a timely manner?

yes

Is vehicle maintenance performed inhouse or does Enterprise do the maintenance? Does the city have a maintenance shop?

All maintenance is done in house

Is there anything I should know that I have failed to ask?

Are you satisfied with your relationship with Enterprise, and would you recommend the firm to the City of Augusta?

Yes, highly recommended

City 4

Augusta is considering using Enterprise Fleet leasing.
I have been told you lease with them.

What can you share about your experience with them?

They have just started using Enterprise.

Do you have a city-wide lease or is this just by department?

They have started using Enterprise but just 3 to 5 vehicles for the first year or so to see how it works out.
They will not lease the police vehicles but will use Enterprise fleet leasing to buy them outright.

Are you getting the saving that you expected?

Are you getting the right vehicles for the job?

Are the vehicles being replaced timely?

Is the maintenance done inhouse or does Enterprise do the maintenance?

Is there anything I should know that I have failed to ask?

Are you happy with the lease and would you recommend it for the city of Augusta?

City 5

It is my understanding that your city uses Enterprise fleet leasing for the city fleet. Augusta is considering using Enterprise and I have a few questions.

To start with it is my understanding that there was some discontent when you first started using Enterprise, how was it resolved?

The issues were resolved with better communication. We had some billing issues; they ordered a wrong vehicle in the beginning, and they had a couple vehicles delivered to a dealership that was an hour away instead of delivering them to a dealership here in our town. If you would like more specifics please feel free to call.

What can you share about your experience with Enterprise?

Now that we have been with them for a few years the experience has been good. They are usually pretty quick to respond to any needs that we have but many of the issues now are out of Enterprises hands since the vehicle industry tanked after COVID. We used to get vehicles pretty quickly after ordering but now they can take a year or longer before receiving them, and this is obviously a manufacturing problem and not an Enterprise issue. They have been able to find us some slightly used vehicles from dealerships that we can get quicker so that has helped us some as well.

How long has the city been using Enterprise fleet leasing?

We received our first vehicles in 2018 but began the process in 2017.

Do you have a city-wide lease or do departments engage Enterprise individually?

Our lease is city-wide.

Are you getting the savings that you expected?

We will probably start seeing better savings now since most of our vehicles are 5-year leases and we are just now at that point, but our Police vehicles were our first go around with replacements and the Police department are harder on vehicles than most and they probably don't get as much at auction. For example, we had 6 2018 Dodge Chargers (3-year leases) that we paid a total of \$157,350.45 in lease payments and title fees (for all 6 vehicles). The amount we received back from Enterprise after auction for all 6 was \$43,985.16. I would say for these vehicles that probably wasn't too bad.

Are you getting the appropriate vehicles for the job?

Yes. They have even built us a couple F-550 & Ram 5500 Crane bodies and some 5500 Dump Beds as well. We've had them add after-market on many of our units.

Are the vehicles being replaced in a timely manner?

Enterprise will give you the lease end date, but they do not remind you when the lease is getting close to ending so I have to keep a detailed spreadsheet on all vehicles, so I know when we need to order and as far as getting them in a timely manner.....that goes back to when the manufacturers open production. We had to wait a year after ordering our Police Chargers, but this was not Enterprises fault. Before COVID, yes, we got vehicles in a timely manner. So hopefully we will get back to how it was before COVID.

Is vehicle maintenance performed inhouse or does Enterprise do the maintenance? Does the city have a maintenance shop?

Our city does have a maintenance shop and we have not had Enterprise do any of our maintenance. We have talked about it a few times because it really sounds good, but I think we have never pulled the trigger because the maintenance program with Enterprise does not include Public Safety vehicles. We do all maintenance on our fleet.

Is there anything I should know that I have failed to ask?

Above I mentioned that our lease is city-wide, but we give the departments the option to also purchase vehicles. This is mainly because the maximum lease for Enterprise is 5 years, and we have some units that we want to keep longer than 5 years so we will purchase those outright either from State bid or dealerships.

Are you satisfied with your relationship with Enterprise, and would you recommend the firm to the City of Augusta?

I do recommend Enterprise because we have a great relationship now and it seems to be an easier process than buying vehicles outright since they take care of the ordering and then auctioning the old vehicles.

City 6

Augusta is considering using Enterprise Fleet leasing. I have been told you lease with them.

What can you share about your experience with them?

Use Enterprise for just over 3 years they decided to do about 22 light duty vehicles of their fleet but over the 3 years they have replace 8 the first, 7 the next 2 years, this will be their first year to sale the first-year lease. He did tell me of 10-F250, 8-F150, and 2 chevy volts they have received on the program.

Do you have a city-wide lease or is this just by department?

No police vehicles are part of the program currently, but maybe in a few years.

Are you getting the saving that you expected?

Unknown but they have got top dollars for the vehicles they have sold of ours.

Are you getting the right vehicles for the job?

Yes, they are very good a setting down with us and going over all the options available they last city hall car that was to be replace with a chevy volt the next year and within 8 days they had a new one with more safety features that the other one they had got the year before for less money

Are the vehicles being replaced timely?

This is the first year to turn them over but the last 3 years replacing our old fleet has been right on schedule

Is the maintenance done inhouse or does Enterprise do the maintenance?

In house.

Is there anything I should know that I have failed to ask?

Any aftermarket equipment can be bought outright and installed or rolled into the lease. He does a little of both, but it is all installed before they see the trucks. Half the trucks have tommy lifts on them. With the first set of trucks, they did not get the tailgates or bumpers back and the backup cameras were not mounted correctly. Enterprise had the company that installed them come out and fix everything to their satisfaction. The tailgates and bumper were not missed for 3 years until they took the tommy gates off Enterprise make the company replace them.

Are you happy with the lease and would you recommend it for the city of Augusta?

Yes.

City 7

It is my understanding that your city uses Enterprise fleet leasing for the city fleet. Augusta is considering using Enterprise and I have a few questions.

What can you share about your experience with Enterprise?

We spent an extensive amount of time vetting Enterprise, the overall process, and numbers this past year. The overall experience was great. Ken and his team answered every question, met our team multiple times, and attended a couple of council/budget meetings. Transitions were without issue. Like everyone else, we're just waiting on our vehicles.

How long has the city been using Enterprise fleet leasing?

We transitioned to them in July. We are expecting our first round of vehicles in March/April.

Do you have a city-wide lease or do departments engage Enterprise individually?

We did a city-wide lease and we specifically structured things in a way where Enterprise works directly with our Asst. PW Director over Facilities and Fleet. Examples: Police want 6 interceptors, P&E needs 3 utility vehicles. Those departments would then work with the Asst. PW Director to determine equipment on the vehicles, then the Asst. PW Director works with his Enterprise POC. Beyond that, I'm the POC of administrative pieces, and then our Finance Director does the finance piece when we have sold them vehicles, or when we pay our monthly invoice.

Are you getting the savings that you expected?

We took a unique approach to fund this and sold them 30 of our newest fleet vehicles (about of 1/3 our total fleet). They bought those and leased them back to us until our replacement (new vehicles) arrive. By selling those 30 vehicles we received around \$570,000. We created a fleet management fund and then used this as startup funding. Beyond that, our plan is to transfer \$200,000 a year into this fund in order to keep it well funded. You're probably asking yourself where the cost savings comes from after reading that, but our city is large enough that our 5-year average yearly vehicle replacement cost was \$332,590, so there was a savings of \$132k. We also generate equity for the additional vehicles that we sell. Enterprise claims we will have savings on maintenance and fuel, which we agree with but didn't factor into things. Finally, we are saving a tremendous amount of staff time funneling fleet vehicles through PW. I know our PD indicated that it would save one of the captains about a week's worth of work not having to hunt for vehicles.

Are you getting the appropriate vehicles for the job?

Since we are newer to the program, we have yet to receive vehicles, but we have selected the appropriate vehicles for what we want and need. Enterprise helped with this as they know the resale on some vehicles, so it sounds odd, but most of the vehicles are leather seats with all the bells and whistles because they resell so well.

Are the vehicles being replaced in a timely manner?

This is a challenge for us with Enterprise as it is for everyone else. At the end of the day, we felt we stood a better chance working with them to get vehicles as opposed to doing it on our own. Similar to you guys, we've had really bad luck the past few years with ordering vehicles, only to have them get cancelled by the manufacturer. It's just a challenging time to buy vehicles, but we are pretty confident in Enterprises approach to vehicle acquisition.

Is vehicle maintenance performed inhouse or does Enterprise do the maintenance? Does the city have a maintenance shop?

What's not under warranty will be handled by our Fleet maintenance team. We were very clear up front that this transition was not going to cost anyone a job. The decrease in fleet maintenance will give our fleet team more time to work on the bigger equipment, track data on vehicles (which is important in this Enterprise process), and serve as a logistics front for the warranty work, transitioning vehicles (in/out), etc.

Is there anything I should know that I have failed to ask?

No.

Are you satisfied with your relationship with Enterprise, and would you recommend the firm to the City of Augusta?

Yes, we are satisfied, and we would recommend them to you. Not knowing Augusta, I can't say if they are or are not a good fit, but I do believe Enterprise is honest and fair in approach, so with a bit of work, you guys will be able to determine if it's the right fit for Augusta.

City 8

Augusta is considering using Enterprise Fleet leasing.
I have been told you lease with them.

What can you share about your experience with them?

Wonderful, except for production. Been with the program for 2 years and are still working on getting vehicles flip into the program.

Do you have a city-wide lease or is this just by department?

City wide

Are you getting the saving that you expected?

Yes, can even make more money if you can afford an extra pickup on two and put them in a place they get very few miles and sale them after a year. They have made between \$5,000.00 and \$7,000.00 per truck.

Are you getting the right vehicles for the job?

Yes, you have full control of what vehicle you get and how its equipped. Also, can get any or all aftermarket equipment added before the city receives the vehicle. Do not let it become a buffet make sure for everyone set down as a team, so you get what equipment is needed.

Are the vehicles being replaced timely?

Yes, if their vehicles have no aftermarket equipment, they look at trading ever year.

Is the maintenance done inhouse or does Enterprise do the maintenance?

The Vehicles from Enterprise are serviced by outside sources while the vehicles that were not in the lease program are done inhouse, that way Enterprise has good records on what's done.

Is there anything I should know that I have failed to ask?

Are you happy with the lease and would you recommend it for the city of Augusta?

Yes

City 9

Augusta is considering using Enterprise Fleet leasing.
I have been told you lease with them.

What can you share about your experience with them?

They have just been in the program since September 2021 so not a lot to say. But she did tell me that their first go around to get vehicles was for 20 trucks and could not get any, but they did receive the 3 suburbans they wanted. They had a few more features than they would have bought, but Enterprise was looking at resale. This was before the tornado. After the tornado in which they lost 1 suburban and 17 trucks in their fleet, Enterprise found 17 pickups on dealer lots around the area. They cost a little more than they would have had to pay if bought on the government discount, so there will not be as much profit when they sell them. Enterprise rebuilt the suburban at a cost of about \$35,000.00 because they felt there was at least that much residual value. She said that insurance left them in good shape.

Do you have a city-wide lease or is this just by department?

No safety yet

Are you getting the saving that you expected?

They have not got to sale anything yet so unsure.

Are you getting the right vehicles for the job?

Are the vehicles being replaced timely?

unknown

Is the maintenance done inhouse or does Enterprise do the maintenance?

Enterprise, they do not have a maintenance shop

Is there anything I should know that I have failed to ask?

No.

Are you happy with the lease and would you recommend it for the city of Augusta?

Yes.

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under

this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

Initials: EFM,JA _____ Customer JS _____

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: <u>City of Augusta, Kansas</u>	LESSOR: Enterprise FM Trust
Signature: _____	By: Enterprise Fleet Management, Inc. its attorney in fact
By: <u>Josh Shaw</u>	Signature: _____
Title: <u>City Manager</u>	By: <u>Jesse Amsinger</u>
Address: <u>113 E. 6th</u>	Title: <u>Finance Director</u>
<u>Augusta, KS 67010</u>	Address: <u>5359 Merriam Drive</u>
_____	<u>Merriam, KS 66203</u>
_____	_____
Date Signed: _____	Date Signed: _____

Initials: EFM JA Customer JS



**CITY OF AUGUSTA
CITY COUNCIL AGENDA REPORT**

Meeting Date: February 25, 2023
 Department: Administration
 Submitted By: Josh Shaw, City Manager
 Prepared By: Josh Shaw, City Manager
 Agenda Title: **Discuss Electric Rate Ordinance**

BACKGROUND:

The City has been working with the Kansas Power Pool (KPP Energy) on an electric rate study since fall 2022. Council had a work session in November 2022 to discuss electric rates and the needs driving our current situation in which the City is forecasting a negative cash balance in the utility in the next 2-3 years if adjustments are not made. Despite a number of major structural changes to our budgeting process and utilizing grant funding to mitigate costs, the city is simply not generating enough revenue under the 2007 rate structure to keep up with the rising costs we are experiencing. Attached is a draft electric rate ordinance implementing the recommended changes by KPP Energy, in addition to a talking points memo outlining the reasons for the change and steps the City took to try and mitigate the need for increases. During the strategic retreat, we will discuss the impacts of the proposed rate change, effect on customers, communications strategy, and timing of rollout for the new electric rates.

Department Head Approval Date:

City Manager Approval Date:

City Attorney Approval Date:

Attachment *(list in packet assembly order):*

1. *Draft Electric Rate Ordinance*
2. *Talking Points – Explaining Increases*

THE CITY OF AUGUSTA, KANSAS

ORDINANCE NO. XX

AN ORDINANCE ESTABLISHING NEW RATES AND CHARGES TO THE USERS OF THE ELECTRICAL SERVICES OF THE MUNICIPALLY OWNED AND OPERATED ELECTRICAL UTILITY OF THE CITY OF AUGUSTA, KANSAS, CLASSIFYING USES OF THE ELECTRICAL SERVICES IN THE CATEGORIES OF RESIDENTIAL, GENERAL SERVICE/SMALL COMMERCIAL, AND LARGE COMMERCIAL/INDUSTRIAL, AND PROVIDING FOR THE EFFECTIVE DATE OF SUCH RATES AND CHARGES BY AMENDING SECTIONS 15-303, 15-304, 15-305, 15-306, 15-307, AND 15-310 OF ARTICLE 3, CHAPTER 15 OF THE CODE OF THE CITY OF AUGUSTA, KANSAS 2020, AND REPEALING ALL CONFLICTING ORDINANCES AND PARTS OF ORDINANCES OF THE CITY OF AUGUSTA, KANSAS.

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

SECTION 1. Section 303, 304, 305, 306, 307, and 310 of Article 3, Chapter 15 of the City of Augusta, Kansas 2020, shall be amended to read as follows:

15-303 Rates.

The users of electrical current or electrical energy from the municipally owned electric utility of the city shall be classified as follows:

- (a) Residential Service
- (b) General Service/Small Commercial Service
- (c) Large Commercial/Industrial Service

The charges under such classified uses of electrical current or electrical energy shall be as stated as hereinafter set forth.

15-304 Residential Service.

The application, character of services, and net monthly rate for residential service shall be as follows:

- (a) Application: To provide electric service for all domestic purposes in single family residences and individually metered apartments when supplied at one point of delivery and measured through one-watt hour meter.
- (b) Character of Service: Alternative current at approximately 60 cycles, single phase at such voltage as may be available for the service required.
- (c) Net Monthly Rate:

Base Rate: \$16.00 per month.
Energy Rate: \$0.1516 per kWh.

15-305 General Service/Small Commercial Service.

The application, character of services, and net monthly rate for general service/small commercial service shall be as follows:

(a) Application: To provide electric service supplied to a commercial customer whose entire requirements on the premises are supplied under this rate at one metering point and customer energy usage is 0 to 15,000 kwh's monthly.

(b) Net Monthly Rate:

Base Rate: \$30.00 per month.

Energy Rate: \$0.145 per kWh.

15-306 Large Commercial/Industrial Service.

The application, character of services, and net monthly rate for large commercial/industrial service shall be as follows:

(a) Application: To provide electric service supplied to a commercial customer whose entire requirements on the premises are supplied under this rate at one metering point and customer energy usage is over 15,000 kwh's monthly.

(b) Net Monthly Rate:

Base Rate: \$75.00 per month.

Energy Rate: \$0.145 per kWh.

15-307 Electric Cost Adjustment (ECA).

An Electric Cost Adjustment (ECA) will be computed monthly by city staff, which will be applicable to all rate classes. A positive ECA charge may be assessed to customers when the total actual expenses exceed the budgeted expenses in the Electric Fund during a certain period. In the event, there is a surplus of revenue over actual expenses, excess may be carried over to another month or transferred to an Electric Reserve fund.

$$\text{Monthly ECA} = (\text{Actual Costs} - \text{Budgeted Costs}) / \text{Total kWh's Sold}$$

15-308 Connection Fees. (Order Change)

15-309 Electric Transformer and Service Connection Fees. (Order Change)

15-310 Interconnection Standards for Customer-Owned Renewable Electric Generation Facilities and Distributed Generation.

(a) There is hereby adopted Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities dated July 6, 2021.

- (b) The adopted Interconnection Standards for Installation and Parallel Operation of Customer-Owned Renewable Electric Generation Facilities dated July 6, 2021, may be amended, and modified in whole or in part by the Governing Body of the City of Augusta, Kansas, as deemed appropriate by the Governing Body.
- (c) Distributed generation will be offered on first come first served basis to all customers. In no case shall the City be obligated to purchase an amount greater than four percent (4%) of the utility's peak power requirement for the previous year.
- (d) Distributed Generation Customers:

Residential Customers: Any residential customer of the City's electric utility that installs an energy producing system or renewable generator with a capacity of 25 kilowatts or less must first successfully complete and have approved the City of Augusta's "Interconnection Standards for Installation and Distribution Operation of Customers-Owned Renewable Electric Generation Facilities."

General Service/Small Commercial and Large Commercial/Industrial Customers: Any general service/small commercial or large commercial/industrial customer who wish to install an energy producing system or renewable generator with a capacity of 200 kilowatts or less must first successfully complete and have approved the City of Augusta's "Interconnection Standards for Installation and Distribution Operations of Customer-Owned Renewable Electric Generation Facilities."

All distributed generation contracts shall comply with the requirements of K.S.A. 66-1,184 et seq., as amended. The cost of any equipment required to be installed for such attachment or metering and installation shall be the sole responsibility of the customer and such equipment shall not cause damage to the City's electric system or equipment or present an undue hazard to City personnel.

- (e) Interconnection Application Fee: Residential, general service/small commercial, and large commercial/industrial customers are subject to a non-refundable processing fee of \$250.00 and must accompany a completed Interconnection Application.
- (f) Net Monthly Rate:

Base Rate: Determined by customer class described in section 15-304-306 above.

Energy Rate: Determined by customer class described in section 15-304-306 above.

Appropriately sized generators (as defined in K.S.A. 66-1,184) owned by customer-generators will at times either generate more electricity than the customer can consume on premises or only meet a portion or none of the customers electricity needs. During periods of time when the generator owned by the customer-generator cannot provide all of the customer's electricity needs, the electricity provided by the electric utility will be billed at the same rate as that

established for similar rate class customers that do not own generation. During periods of time when the generator owned by the customer-generator produces electricity in excess of its own needs, and such excess electricity is supplied back to the electric utility, the electric utility shall compensate the customer for this excess energy at a rate that is 150% of the utility's monthly system average cost of energy per kilowatt hour, per K.S.A. 66-1,184.

The City may, at its discretion, either pay the customer for excess energy at aforementioned rate or calculate such payment and deduct from the customer's bill as a credit.

SECTION 2. Repeal:

All ordinances, including but limited to Ordinance 2127, 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 publication in the official city newspaper.

Passed by the City Council this XX day of XX, 2023.

Approved by the Mayor this XX day of XX, 2023.

(seal)

City of Augusta

Mike Rawlings, Mayor

ATTEST:

Erica Jones, City Clerk

Electric Rate Increase Talking Points

Reasons for Increase

- As a result of Winter Storm Uri, COVID-19 Pandemic, and Russian War in Ukraine, energy prices spiked in 2021-2022 eroding nearly \$3.0 million of the City's electric reserve funds (city projected to run out cash in the utility in next 2-3 years without increases).
- City has not increased base electric rates since 2007.
- Increases experienced by customers since 2007 have come from the fuel and energy adjustment (FECA), which is a variable rate that adjusts to recoup part of the cost of purchased power from the Kansas Power Pool (KPP). When the price of inputs like diesel, natural gas, oil, etc. which go into the production of energy increase, the EFA increases to help offset those costs.
- The FECA is not structured to recoup all of the city's costs for the electric utility, so there has been a structural budget imbalance for many years (see End Note).
- We need to rebuild the cash reserve balance in case we encounter another utility emergency (similar to Winter Storm Uri).

Reasons for Structural Changes

- It is not common for "total-electric" customers to have different rates from other customers. Augusta's existing rate structure is unique compared to other utilities.
- There is no cost difference to the City selling a unit of power to a "total-electric" customer compared to a customer that has gas utility and electric. Consequently, other customers are subsidizing "total-electric" customers who currently pay a lower rate.
- Augusta's existing tier rate structure reduces customer rates the more power is sold. This is unique to Augusta and not done in most modern utilities because it results in the city losing money because our costs do not get cheaper the more we sell.
- New rate structure essentially zeroes out EFA variable rate, which provides customers with more consistent bills and less variation month to month.

City Steps to Mitigate Rate Increases

- City injected \$1.0 million in federal ARPA grant funding into electric utility to mitigate need for rate increases.
- City secured \$4.0 million in BASE grant funding to upgrade substations and electric grid infrastructure to improve capacity and reliability of our electric grid (not paid by ratepayers). These projects were previously being considered for bonding (debt) that would have impacted customer rates.
- City restructured budget to minimize need for electric utility revenues to financially support other aspects of the city organization.
 - Wastewater Treatment Plant started paying its own electric bill.
 - Positions like mechanics and utility clerks have been reclassified from electric utility to solid waste and wastewater utilities so wage and salary costs are shared by other utilities.

- Transfers from electric utility to support employee benefits funds, special parks, etc. were reduced or eliminated.

End Note: Fuel and Energy Cost Adjustment (Deeper Dive)

The growing costs of doing business are not offset with an increased FECA because the FECA recovers only unbudgeted costs of purchased power and produced power. The FECA does not cover any other costs of doing business: personnel costs, maintenance of plant and distribution facilities and equipment, capital improvements or capital maintenance. Rates must cover these additional costs, but have not been increased in more than a decade, while those costs have continued to rise.

The FECA covers unbudgeted expenses of only four things: 1) purchased power, 2) natural gas, 3) fuel oil, 4) grease & oil for generators.

ECA/Current Rates have fallen behind due to the following:

- Increased cost of purchased power
- Increased costs of electric production (fuels, oils, fluids)
- Increased costs of materials, equipment & labor (both production and distribution)
- Increased costs of technology (SCADA, AMI)
- Increased cost of training & education
- Inability to recapture the cost of 20-25% of energy (line loss: transmission & distribution; free energy: city facilities, streetlights, abatements to 501C groups)



CITY OF AUGUSTA CITY COUNCIL AGENDA REPORT

Meeting Date: February 25, 2023
 Department: Administration
 Submitted By: Josh Shaw, City Manager
 Prepared By: Josh Shaw, City Manager
 Agenda Title: **Lunch and Learn Session – Discussion of 2023 Legislative Session and Bills that Might Impact City of Augusta**

BACKGROUND:

City Manager Josh Shaw will provide an overview of the current legislative session and highlight some of the bills cycling through committees that might impact the City of Augusta. The League of KS Municipalities (LKM) and Kansas Municipal Utilities (KMU) are cities’ primary advocates in the legislature that lobby on behalf of municipal interests. Attached for Council’s review are several documents summarizing the different bills being considered. For simplicity, staff has added to comments to tracker tables indicating staff’s perspective regarding whether the bill is **GOOD / BAD / UGLY / NEUTRAL**.

These comments do dive into the particular policy matter deeply, but simply indicate if a bill will have negative financial consequences to cities by cutting revenues, passing along unfunded mandates for cities to take on new responsibilities, or cutting city programs. A neutral stance indicates that the bill does not directly impact the city or that the impact is minimal/unclear. For the lunch and learn session, staff will not spend much time on neutral impact bills unless requested by the City Council.

Department Head Approval Date:

City Manager Approval Date:

City Attorney Approval Date:

Attachment *(list in packet assembly order):*

1. *League of Kansas Municipalities Bill Tracker & Bill Progress Summary*
2. *HB 2083 Vacant Property Registrations*
3. *Kansas Municipal Utilities Bill Tracker*

2023 Legislative Tracking

[2022](#) | [2021](#) | [2020](#) | [2019](#) | [2018](#) | [2017](#) | [2016](#)

The League's online legislative tracking page makes it easy for city officials and interested parties to track the League's position on bills impacting local government and the status of where these bills are at in the Legislature. Below each SMP category, (click the heading and a drop down menu with bills will appear) members and interested parties can see what bills (click on the bill #) our organization is monitoring and which lobbyist to contact directly about a particular bill along with the League's testimony delivered before committees on each bill. For more information, please contact League Legislative Staff at 785-354-9565.

Finance & Taxation

HB 2002: Continuing in existence the reimbursement from the taxpayer notification costs fund for printing and postage costs for county clerks beyond calendar year 2023.

HB 2002

Last Action: House - Committee report recommending bill be passed.

GOOD



Lobbyist: Spencer Duncan

Testimony: [2023_hb_2002_rnr_notice_reimbursement](#)

SB 21: Providing an annual sales tax holiday for sales of certain school supplies.

BAD



SB 21

Last Action: Hearing: Thursday, 1/19, 9:30AM Rm 548-S

Lobbyist: Spencer Duncan

Testimony: [2023_sb_21_school_sales_tax_holiday](#)

SB 57: Establishing a 0% state rate for sales and use taxes for food and food ingredients, providing a sales tax exemption for children's diapers and feminine hygiene products, establishing the STAR bonds food sales tax revenue replacement fund and altering the calculation for STAR bond districts.

SB 57

Last Action: Referred to Assessment and Taxation

NEUTRAL



Lobbyist: Spencer Duncan

Testimony:

SB 60: Providing a sales tax exemption for custom meat processing services.

NEUTRAL/BAD



SB 60

Last Action: Senate - Committee report recommending bill be passed.

Lobbyist: Spencer Duncan

Testimony:

SB 168: Authorizing cities and counties to exempt sales of food and food ingredients from sales taxes levied by such city or county.

SB 168

Last Action: Senate - Hearing: Thursday, 2/16, 9:30 AM, Rm 548-S

GOOD / BAD



Lobbyist: Spencer Duncan
Testimony:

SB 196: Reinstating transfers to the local ad valorem tax reduction fund (LAVTRF).

GOOD



SB 196

Last Action: Referred to Assessment and Taxation

Lobbyist: Spencer Duncan

Testimony:

HB 2009: Providing for sales tax exemption for feminine hygiene products and diapers.

BAD



HB 2009

Last Action: Referred to Taxation

Lobbyist: Spencer Duncan

Testimony:

HB 2036: Creating a property tax exemption for retired and disabled veterans.

BAD



HB 2036

Last Action: Committee Report recommending bill be passed.

Lobbyist: Spencer Duncan

Testimony: 2023_hb_2036_property_tax_exemption

HB 2041: Providing a sales tax exemption for purchases by a not-for-profit corporation operating a community theater.

HB 2041

Last Action: House - Committee Report recommending bill be passed.

Lobbyist: Spencer Duncan

Testimony: 2023-1-25_hb_2041_community_theater_exemption

BAD



HB 2066: Providing for a property tax exemption for up to two motor vehicles for firefighters and emergency medical service providers.

HB 2066

Last Action: House - Committee Report recommending bill be passed as amended.

Lobbyist: Spencer Duncan

Testimony: 2023_hb_2066_firefighter_ems_testimony

BAD



HB 2106: Providing a sales tax exemption for sales of property and services used in the provision of communications services.

HB 2106

Last Action: House - Committee Report recommending bill be passed.

Lobbyist: Spencer Duncan

Testimony: 2023_hb_2106_communication_services_sales_tax_exemption

BAD



HB 2108: Providing a back-to-school sales tax holiday for sales of certain school supplies, computers and clothing.

HB 2108

Last Action: Hearing in Taxation: Thursday, 2/2, 3:30 PM, Rm 346-S

Lobbyist: Spencer Duncan

Testimony: 2023_hb_2108_school_sales_tax_holiday_testimony

BAD



HB 2111: Establishing a 0% state rate for sales and use taxes for food and food ingredients, providing a sales tax exemption for children's diapers and feminine hygiene products, establishing the STAR bonds food sales tax revenue replacement fund, altering the calculation for STAR bond districts and discontinuing the food sales income tax credit.

HB 2111

Last Action: Hearing: Tuesday, 2/7, 3:30 PM, Rm 346-S

Lobbyist: Spencer Duncan

Testimony: 2023_hb_2111_0_food_tax_hygiene_products_STAR_Bonds_Testimony

NEUTRAL / BAD



HB 2137: Authorizing taxing subdivisions to send notices required to exceed the revenue neutral rate if the county clerk fails to send such notice and providing for reimbursement of printing and postage costs.

HB 2137

Last Action: Hearing: Monday, 2/6, 3:30 PM, Rm 346-S cancelled

Lobbyist: Spencer Duncan

Testimony: 2023_hb_2137_taxing_subdivision_RNR_notice_testimony

GOOD



HB 2162: Providing for sales tax exemption for hygiene products.

UGLY



HB 2162

Last Action: Referred to Taxation

Lobbyist: Spencer Duncan

Testimony:

HB 2182: Enacting the Kansas film and digital media industry production development act, providing a tax credit, sales tax exemption and loans and grants to incentivize film, video and digital media production in Kansas and establishing a program to be administered by the secretary of commerce for the purpose of developing such production in Kansas.

HB 2182

Last Action: Hearing: Monday, 2/13, 3:30 PM, Rm 346-S

Lobbyist: Spencer Duncan

Testimony: 2023-2-13_hb_2182_film_credit_testimony

NEUTRAL / BAD



HB 2220: Establishing a five-year property tax exemption for city, county and township property used for business incubator purposes.

HB 2220

Last Action: Hearing: Thursday, 2/16, 3:30 PM, Rm 346-S

Lobbyist: Spencer Duncan

Testimony:

GOOD / NEUTRAL



HB 2231: Providing a property tax exemption for residential property where a day care facility is operated.

HB 2231

Last Action: Referred to Taxation

Lobbyist: Spencer Duncan

BAD



Testimony:

HB 2319: Providing a property tax exemption for business property that operates in competition with property owned or operated by a governmental entity.

HB 2319

Last Action: Hearing: Wednesday, 2/15, 3:30 PM, Rm 346-S

Lobbyist: Spencer Duncan

Testimony: [2023-2-15_hb_2319_government_competition_testimony](#)

UGLY



HB 2366: Providing for transfers to the local ad valorem tax reduction fund.

GOOD



HB 2366

Last Action: Referred to Taxation

Lobbyist: Spencer Duncan

Testimony:

2023 Legislative Tracking

[2022](#) | [2021](#) | [2020](#) | [2019](#) | [2018](#) | [2017](#) | [2016](#)

The League's online legislative tracking page makes it easy for city officials and interested parties to track the League's position on bills impacting local government and the status of where these bills are at in the Legislature. Below each SMP category, (click the heading and a drop down menu with bills will appear) members and interested parties can see what bills (click on the bill #) our organization is monitoring and which lobbyist to contact directly about a particular bill along with the League's testimony delivered before committees on each bill. For more information, please contact League Legislative Staff at 785-354-9565.

Finance & Taxation

Public Safety

SB 2: Authorizing certain individuals with revoked driver's licenses to be eligible for restricted driving privileges.

SB 2

Last Action: Hearing: Monday, 2/13, 10:30 AM, Rm 346-S

Lobbyist: John Goodyear

Testimony:

NEUTRAL



SB 135: Creating the medical cannabis regulation act to regulate the cultivation, processing, distribution, sale and use of medical cannabis.

SB 135

Last Action: Referred to Federal and State Affairs

Lobbyist: John Goodyear

Testimony:

BAD



SB 156: Repealing statutes that prohibit, limit and otherwise restrict municipal regulation of firearms.

SB 156

Last Action: Referred to Federal and State Affairs

Lobbyist: John Goodyear

Testimony:

NEUTRAL



SB 187: Providing for payment of interest in civil actions for wrongful conviction and directing the attorney general to seek damages for the state from any person who knowingly contributed to the wrongful conviction and prosecute ouster and criminal proceedings as warranted.

SB 187

Last Action: Referred to Committee on Judiciary

Lobbyist: John Goodyear

Testimony:

NEUTRAL



SB 212: Permitting an ambulance to operate with one emergency medical service provider in rural counties.

SB 212

Last Action: Hearing: Thursday, 2/16, 9:30 AM, Rm 142-S

Lobbyist: John Goodyear

Testimony:

NEUTRAL



SB 237: Requiring a criminal conviction for civil asset forfeiture and proof beyond a reasonable doubt that property is subject to forfeiture, remitting proceeds to the state general fund and requiring law enforcement agencies to make forfeiture reports more frequently.

SB 237

Last Action: Referred to Committee on Judiciary

NEUTRAL

Lobbyist: John Goodyear

Testimony:



HB 2059: Amending the alcoholic liquor or cereal malt beverage common consumption area law to permit rather than require the city ordinance or county resolution creating such area to block public streets or roadways from motorized traffic and to allow the boundaries to be designated by signage.

HB 2059

Last Action: House - Committee Report recommending bill be passed as amended

GOOD

Lobbyist: John Goodyear

Testimony: 2023-1-31_hb_2059_common_consumption_testimony



HB 2073: Prohibiting fines and fees from being assessed against a juvenile or a juvenile's parent, guardian or custodian in a case pursuant to the revised Kansas juvenile justice code.

HB 2073

Last Action: House - Committee Report recommending bill be passed as amended.

NEUTRAL

Lobbyist: John Goodyear

Testimony:



HB 2113: Prohibiting denial of a petition for expungement due to the petitioner's inability to pay outstanding costs, fees, fines or restitution, providing that the waiting period for expungement starts on the date of conviction or adjudication and authorizing expungement of a juvenile adjudication if the juvenile has not committed a felony offense in the previous two years.

HB 2113

Last Action: House - Committee report recommending bill be passed as amended.

GOOD

Lobbyist: John Goodyear

Testimony: 2023-1-31_hb_2113_expungement_testimony



HB 2216: Removing the mandatory term of imprisonment as a penalty for driving with license that is canceled, suspended or revoked for failure to pay fines.

HB 2216

Last Action: Hearing: Tuesday, 2/7, 3:30 PM, Rm 582-N

GOOD

Lobbyist: John Goodyear

Testimony: 2023-2-7_hb_2216_mandatory_imprisonment_testimony



HB 2352: Requiring the plaintiff's attorney to prove beyond a reasonable doubt that property is subject to forfeiture under the Kansas standard asset seizure and forfeiture act.

HB 2352

Last Action: Referred to Commerce

NEUTRAL

Lobbyist: John Goodyear

Testimony:



HB 2380: Requiring a criminal conviction for civil asset forfeiture, remitting proceeds from civil asset forfeiture to the state general fund, increasing the burden of proof required to forfeit property, making certain property ineligible for forfeiture, providing persons involved in forfeiture proceedings representation by counsel and the ability to demand a jury trial and allowing a person to request a hearing on whether forfeiture is excessive.

HB 2380

Last Action: House - Withdrawn from Judiciary; referred to Appropriations

Lobbyist: John Goodyear

Testimony: 2023-2-15_hb_2380_asset_forfeiture_testimony

BAD



2023 Legislative Tracking

[2022](#) | [2021](#) | [2020](#) | [2019](#) | [2018](#) | [2017](#) | [2016](#)

The League's online legislative tracking page makes it easy for city officials and interested parties to track the League's position on bills impacting local government and the status of where these bills are at in the Legislature. Below each SMP category,(click the heading and a drop down menu with bills will appear) members and interested parties can see what bills(click on the bill #) our organization is monitoring and which lobbyist to contact directly about a particular bill along with the League's testimony delivered before committees on each bill. For more information, please contact League Legislative Staff at 785-354-9565.

Finance & Taxation

Public Safety

Infrastructure

HB 2047: Increasing the amortization period on loans from the Kansas water pollution control revolving fund.

[HB 2047](#)

Last Action: House - Committee Report recommending bill be passed as amended. Section 1 of SB 120 inserted into HB 2047

Lobbyist: [Wendi Stark](#)

GOOD



Testimony: [2023-2-13_hb_2047_revolving_loan_amoritzation_testimony](#)

HB 2302: Modifying the distribution of moneys into the state water plan fund, creating the water technical assistance fund and the water projects grant fund for water-related infrastructure projects and distributing a portion of the revenue from the sales and compensating use tax to the state water plan fund.

[HB 2302](#)

Last Action: House - Committee Report recommending bill be passes as amended.

Lobbyist: [Wendi Stark](#)

GOOD



Testimony: [2023-2-14_hb_2302_water_funding_testimony](#)

HB 2309: Making the 911 coordinating council subject to the Kansas governmental operations accountability law and reducing the fees imposed on telecommunications services and prepaid wireless services under the Kansas 911 act.

[HB 2309](#)

Last Action: Referred to Committee on Energy, Utilities and Telecommunications

Lobbyist: [Spencer Duncan](#)

NEUTRAL



Testimony:

2023 Legislative Tracking

[2022](#) | [2021](#) | [2020](#) | [2019](#) | [2018](#) | [2017](#) | [2016](#)

The League's online legislative tracking page makes it easy for city officials and interested parties to track the League's position on bills impacting local government and the status of where these bills are at in the Legislature. Below each SMP category,(click the heading and a drop down menu with bills will appear) members and interested parties can see what bills(click on the bill #) our organization is monitoring and which lobbyist to contact directly about a particular bill along with the League's testimony delivered before committees on each bill. For more information, please contact League Legislative Staff at 785-354-9565.

Finance & Taxation

Public Safety

Infrastructure

Human Resources

SB 140: Allowing cities, counties or other local units of government to raise the minimum wage by ordinance, resolution or law.

SB 140

Last Action: Referred to Commerce

Lobbyist: [Spencer Duncan](#)

Testimony:

NEUTRAL



SB 165: Permitting workers compensation benefits for first responders who suffer from post-traumatic stress disorder.

SB 165

Last Action: Referred to Commerce

Lobbyist: [Spencer Duncan](#)

Testimony:

NEUTRAL



HB 2348: Restoring local government control over wages, compensation and benefits for construction projects.

HB 2348

Last Action: Referred to Commerce

Lobbyist: [John Goodyear](#)

Testimony:

NEUTRAL / GOOD



2023 Legislative Tracking

[2022](#) | [2021](#) | [2020](#) | [2019](#) | [2018](#) | [2017](#) | [2016](#)

The League's online legislative tracking page makes it easy for city officials and interested parties to track the League's position on bills impacting local government and the status of where these bills are at in the Legislature. Below each SMP category,(click the heading and a drop down menu with bills will appear) members and interested parties can see what bills(click on the bill #) our organization is monitoring and which lobbyist to contact directly about a particular bill along with the League's testimony delivered before committees on each bill. For more information, please contact League Legislative Staff at 785-354-9565.

Finance & Taxation

Public Safety

Infrastructure

Human Resources

Government Policy & Procedure

SB 34: Expanding the use and availability of rural housing incentive districts.

[SB 34](#)

Last Action: Senate - Committee Report recommending bill be passed.

Lobbyist: [Wendi Stark](#)

Testimony: [2023-2-7_sb_34_rhid_expansion_testimony](#)

NEUTRAL



SB 47: Prohibiting cities and counties from regulating consumer merchandise and auxiliary containers for the consumption, transportation or protection of consumer merchandise.

[SB 47](#)

Last Action: Hearing in Commerce: Tuesday, 1/31, 10:30 AM, Rm 546-S

Lobbyist: [Spencer Duncan](#)

Testimony: [2023_sb_47_container_ban_preemption_testimony](#)

NEUTRAL / BAD



SB 100: Prohibiting ownership in certain real property in this state by foreign individuals and entities

[SB 100](#)

Last Action: Referred to Judiciary

Lobbyist: [John Goodyear](#)

Testimony:

GOOD



SB 181: Authorizing establishment of city or county child death review boards and permitting disclosure of records and information related to child deaths.

[SB 181](#)

Last Action: Referred to Committee on Public Health and Welfare

Lobbyist: [Brady Fisher](#)

Testimony:

NEUTRAL



SB 188: Removing an affirmative defense for public, private and parochial schools from the crime of promotion to minors of material harmful to minors.

SB 188

Last Action: Referred to Committee on Judiciary

Lobbyist: John Goodyear

Testimony:

NEUTRAL



SB 189: Authorizing state and local law enforcement agencies to receive files and information about an applicant from other agencies that received an application for employment from the applicant or conducted an employment background investigation on the applicant.

SB 189

Last Action: Senate - Above the Line - Tuesday, 2/21

Lobbyist: John Goodyear

Testimony: 2023-2-14,_sb_189,_law_enforcement_personnel_records_testimony

NEUTRAL



SB 210: Allowing nonpartisan candidates for office to include such candidate's political party affiliation on the ballot with the candidate's name.

SB 210

Last Action: Hearing: Monday, 2/20, 10:30 AM, Rm 144-S

Lobbyist: John Goodyear

Testimony:

BAD



SB 221: Requiring affidavits of write-in candidacy for certain locally elected offices and providing requirements for counting write-in votes on ballots.

SB 221

Last Action: Hearing: Thursday, 2/16, 10:30 AM, Rm 144-S

Lobbyist: John Goodyear

Testimony:

NEUTRAL



HB 2083: Creating the Kansas vacant property act to prohibit municipalities from imposing any fees or registration requirements on the basis that property is unoccupied.

HB 2083

Last Action: House - Committee Report recommending bill be passed as amended.

Lobbyist: Spencer Duncan

Testimony: 2023_hb_2083_vacant_property_preemption_testimony

BAD



HB 2145: Extending voting franchise in city elections to qualified electors living in areas subject to extraterritorial zoning or subdivision regulations.

HB 2145

Last Action: House - Scheduled Final Action, Wednesday, 2/15, 9:00 AM, Rm 281-N

Lobbyist: Spencer Duncan

Testimony: 2023_hb_2145_county_resident_voting_testimony

UGLY



HB 2150: Repealing the zoning and planning authority for cities in the three-mile area extending from the city boundaries.

HB 2150

Last Action: House - Scheduled Final Action, Wednesday, 2/15, 9:00 AM, Rm 281-N

Lobbyist: Spencer Duncan

Testimony: 2023_hb_2150_3_mile_zone__testimony

BAD



HB 2173: Ensuring that refrigerants that are approved for use under federal law may be used in Kansas.

HB 2173

Last Action: House - Committee Report recommending bill be passed

Lobbyist: John Goodyear

Testimony: 2023-2-6_hb_2173_refrigerant_testimony

NEUTRAL



HB 2174: Authorizing the Kansas human rights commission or any city or county to remove an unlawful restrictive covenant by recording a redacted plat or declaration.

HB 2174

Last Action: Referred to Local Government

Lobbyist: Spencer Duncan

Testimony:

NEUTRAL / GOOD



HB 2190: Expanding certain election crimes and creating new ones, eliminating the criminal prosecutorial authority of the secretary of state and defining special elections.

HB 2190

Last Action: House - Hearing: Tuesday, February 7, 3:30 PM, Rm 218-N

Scheduled Final Action: Thursday, 2/9, 3:30 PM, Rm 218-N

Lobbyist: Spencer Duncan

Testimony: 2023_hb_2190_election_law_city_filing_testimony

NEUTRAL



HB 2376: Prohibiting the recording of any restrictive covenant that violates the Kansas act against discrimination and authorizing the removal of such covenants from existing documents, and prohibiting city or county laws prohibiting discrimination that are more restrictive than state law.

HB 2376

Last Action: House - Scheduled Final Action, Monday, 2/20, 9:00 AM, Rm 281-N

Lobbyist: Spencer Duncan

Testimony: 2023-2-15_hb_2376_prohibiting_restrictive_covenants_testimony

GOOD



HB 2343: Authorizing legal publications to be made on internet websites selected by the governing body of a city, county or school district.

HB 2343

Last Action: Hearing: Wednesday, 2/20, 9:00 AM, Rm 281-N

Lobbyist: Spencer Duncan

Testimony:

GOOD



HB 2387: Providing funding for STAR bond districts to replace lost food sales tax revenue, authorizing renovation and construction costs for historic theaters as eligible STAR bond project costs and extending the deadline for the STAR bond report to certain legislative committees.

HB 2387

Last Action: Hearing: Wednesday, 2/16, 1:30 PM, Rm 346-S

Lobbyist: John Goodyear

Testimony: 2023-2-16,_hb_2387_star_bond_testimony

NEUTRAL



LEGISLATIVE UPDATES

Friday, February 10, 2023

Important dates and areas where testimony/contacting committees are needed have been highlighted.

TESTIMONY NEEDED: Government Competition: [HB 2319](#) would provide property tax exemptions for business property that could be determined to be in competition with property owned or operated by a government entity. The League opposes and it is a legislative priority to ensure local governments continue to retain local control over the services they provide to residents and businesses. This bill would have a significant negative economic impact on cities across Kansas. A hearing will be held Wednesday, February 15 in the House Committee on Taxation. Committee information can be found [here](#). Testimony can be submitted to lea.gerard@house.ks.gov but must be turned in NO LATER than 3 p.m. Tuesday, February 14.

CONTACT COMMITTEE MEMBERS: Container Ban Pre-emption: [SB 47](#) prohibits municipalities from passing regulations on containers, including straws, cutlery, bags, packages, bottles, or other packaging. It is a broad bill, and could extend to many other products. The League opposed during hearings. This is a local control issue as outlined in Article 12, Section 5 of the Kansas Constitution, and these decisions should be left to local units of government. The Senate Commerce Committee will vote on the bill Tuesday. Contact info for the Commerce Committee can be found [here](#). ***Please contact them before Tuesday and express your concerns with the legislation.***

Local Food Sales Tax Exemption: [SB 168](#) authorizes cities and counties to exempt sales of food and food ingredients from sales taxes levied locally. This would give cities the option to remove local sales tax from groceries, if they choose. The League supports it as it reinforces the right of local control over local tax levies.

STAR Bond Fund: [HB 2387](#) has been introduced, which provides funding for STAR Bond districts to replace lost food sales revenue. The League supports it as it is one of our Legislative Priorities. Failure to provide these funds could be costly to several cities in Kansas.

Business Incubator: [HB 2220](#) establishes a five-year property tax exemption for city, county and township property used for business incubator purposes. After the five-year period, the businesses would then begin paying property taxes. The League supports it as it assists with economic development and helps put properties back to use and contributes to property taxes. It sunsets in 2029.

3-Mile Zone Repeal: [HB 2150](#) would repeal city planning and zoning authority within the 3-mile area extending from city boundaries. The League opposes it as there are unanswered questions about the impact this would have on current development and agreements between cities and counties. The House Committee on Local Government held a hearing this past week, and could work on the bill in the next week or two. ***Contact information for the committee can be found [here](#).***

Tax Statements: [HB 2201](#) requires the previous four years of tax information to be included on valuation notices. The League supported and the bill was passed favorably by the House Taxation Committee.

Cybersecurity Attack Notification: Security experts with the State are asking for a requirement that a municipality notify the State if they are the victim of a cybersecurity attack. This would only include actual breaches with a promise of confidentiality. Reporting goes directly to State IT professionals. The League, after receiving feedback from the membership, is supportive of this recommendation.

Vacant Property Registry Pre-emption: [HB 2083](#) prohibits municipalities from enacting a vacant property registry. The bill is in direct conflict with Constitutional Home Rule, and concerns raised by proponents can be resolved at the local level. Statewide pre-emption is unnecessary. The League presented testimony in opposition. The House Local Government Committee will vote on the bill on Wednesday next week. *Contact info for the committee can be found [here](#).*

Common Consumption: [HB 2059](#) removes provisions from current law that require cities to block a street when creating a common consumption area for alcohol use. This would allow cities to create areas where alcohol could be taken from one location to another without closing streets. The League provided testimony in support, and the bill passed out of the House Federal and State Affairs Committee favorably.

If you have any questions or comments on any of these issues, or others, contact Spencer Duncan, Government Affairs Director, at 785-354-9565 or sduncan@lkm.org

Civil Asset Forfeiture

[HB 2380](#), a bill modifying civil asset forfeiture, will be heard on Wednesday afternoon in [House Judiciary](#). The bill would require a conviction of an offense for the fruits of criminal enterprise to be forfeited, would increase the burden of proof that seized contraband was used in the commission of or is the product of criminal activity, would direct funds away from law enforcement agencies to the state general fund, and would add additional proceedings to the asset forfeiture process. The League will oppose this bill as it will result in an unfunded mandate for local law enforcement agencies and will tend to increase the probability that bad actors will be able to retain the benefits of criminal activity. Please contact jgoodyear@lkm.org with any questions.

Partisan Elections

[SB 210](#) has a hearing on Tuesday morning in [Senate Federal and State Affairs](#). This bill would allow candidates in non-partisan elections to add their political party or political designation to their name on the ballot. The League is opposed to this provision because of the limiting effect it could have on the candidate pool. Federal law prohibits federal employees and active-duty military members from running for a partisan elected position. For the purposes of these laws, an election is considered partisan if a candidate lists a party affiliation. The bill would have the effect of preventing some people from running and would allow candidates to eliminate

competition if they know the person they are running against is barred from holding partisan office. We are looking for cities to submit testimony on this bill – particularly if you have a governing body member that may be affected. [See the rules for submitting testimony](#). **Any testimony will need to be in PDF format and emailed to the Committee Assistant Sheila.Wodtke@senate.ks.gov before 10:30 am MONDAY FEBRUARY 13.** Please forward us any testimony you submit and reach out to jgoodyear@lkm.org with questions.

Police Personnel Records

Current state law creates a mechanism for the sharing of police personnel records amongst the law enforcement agencies throughout the state. K.S.A. 75-4379 requires hiring agencies to have applicants who have held a position with another agency in the state to execute a written waiver authorizing the prior agency to share the applicants records with the hiring agency. Upon receipt of this waiver, the prior employer is required to release these records to the hiring agency. [SB 189](#), getting a hearing on Tuesday in [Senate Judiciary](#), would expand current state law to include the collected records of applicants for a position with a law enforcement agency in the records that must be requested and disclosed. This bill was brought by the law enforcement associations of the state and is supported by the League as a furtherance of the effort to encourage disclosure of these records amongst law enforcement agencies and make sure that we are hiring the best people for these positions. Please contact jgoodyear@lkm.org with questions.

Preemption on Refrigerants

On Monday the [House Commerce](#) Committee held a hearing on [HB 2173](#) and passed it out of Committee on Tuesday. The bill preempts cities from limiting or prohibiting the use of refrigerants that are approved and listed for use in federal law. Brought in response to federal legislation passed in 2020 and EPA regulations passed in 2021, the bill is intended to get out in front of changing standards for commercial refrigerants before they are added to building codes. The League opposed the preemptions featured in the bill and were unable to reach an agreement narrowing the preemption to these new refrigerants. If the bill is passed by the full House, the League will continue our efforts to narrow this preemption to secure local control in regard to other refrigerants still in use. If you have any questions on this bill, email jgoodyear@lkm.org

Restoration of LAVTR Funding

Two bills were introduced this last week that would restore funding to the Local Ad Valorem Tax Reduction fund – [SB 196](#) and [HB 2366](#). Neither bill has been set for a hearing yet, but the League supports restoring this funding stream that is obligated by statute so long as there is commitment by the Legislature to continue transferring money into the fund. A one year transfer to local governments will have an adverse effect on municipal budgets that far outweighs the benefits of a one year property tax reduction.

If you have any questions or comments on any of these issues, contact John Goodyear, General Counsel, at 785-354-9565 or jgoodyear@lkm.org.

KPERS

Hearing on [HB 2195](#) on Wednesday at 9:00 am in the House Financial Institutions and Pensions Committee. HB 2195 is the working after retirement bill and increases the number of people who are eligible to work after retirement.

Hearing on [SB 172](#) on Friday at 10:30 am in the Senate Ways and Means Committee. This bill would increase the KPERs lump-sum death benefit from \$4,000 to \$6,000.

Expect to see some COLA bills in the next few weeks, there are no COLA bills scheduled for hearings next week.

Water

Hearing on [HB 2047](#) on Monday at 3:30 pm in the House Agriculture and Natural Resources Committee. Hearing on [SB 120](#) on Tuesday at 8:30 am in the Senate Agriculture and Natural Resources Committee. Both of these bills increase the amortization period on loans from the Kansas water pollution control revolving loan fund from 20-30 years.

The House Water Committee will be conducting a hearing next Tuesday at 9:00 am on [HB 2302](#).

Chairman Minnix has asked for cities to provide testimony for this bill and the testimony will be due Monday, February 13th by 9:00 am to Tony Prohaska Tony.Prohaska@house.ks.gov. Testimony should be submitted as a PDF and include your city's position (i.e., proponent, neutral, opponent). Be sure to include specific water infrastructure issues in your city in the testimony.

The League will be a **proponent** of this bill and we encourage cities who would like additional funding for water infrastructure projects to submit testimony as well. This bill would create a water technical assistance fund (\$5 million annually) and water projects grant fund (\$15 million annually). I've provided a few highlights from the bill below.

- establishes the water technical assistance fund by allocating \$5 million per year for five years. The technical assistance fund would provide grants to municipalities for engineering, grant applications and management, and other technical assistance. This fund would now allow all cities an opportunity to address their specific water infrastructure needs in their communities.
- establishes the water projects grant fund by allocating \$15 million per year for five years. This program would allow for the construction, repair, maintenance, or replacement of water related infrastructure. In addition, these funds could be used for matching funds for loan or grant applications.
- the water projects grant funds may be applied to an outstanding balance with the state revolving loan fund (SLRF).

Here is a draft of the League's testimony: [Testimony](#)

Finally, the League has scheduled a Zoom meeting to allow for discussion about water issues that directly affect cities at **9:30 am, next Friday, February 17**. David Barfield, former Chief Water Engineer, identified several issues that directly affect cities and will be participating in this Zoom meeting.

Municipal Water Issues:

- Flexibility in point of diversion moves
- New application with offset
- GMD 2 Reasonable Municipal Use regulation
- Dealing with ownership issues in unconverted water rights
- Increased representation on GMD Boards

Please contact [Wendi Stark](#) if you would like to participate in this dialogue or if you have any questions/comments on the items pertaining to KPERS through Water.

HOUSE BILL No. 2083

By Committee on Local Government

1-19

1 AN ACT concerning real property; creating the Kansas vacant property
2 act; prohibiting municipalities from imposing certain fees and other
3 requirements on vacant property.
4

5 *Be it enacted by the Legislature of the State of Kansas:*

6 Section 1. (a) This section shall be known and may be cited as the
7 Kansas vacant property act.

8 (b) As used in this section:

9 (1) "Municipality" means any city, county, township or other political
10 or taxing subdivision;

11 (2) "vacant property" means any parcel of residential or commercial
12 real estate that:

13 (A) For property consisting of a single unit, is not occupied; or

14 (B) for property consisting of multiple units, has one or more units
15 that are not occupied.

16 (c) No municipality shall adopt or enforce any ordinance, resolution
17 or regulation and no agent of any municipality shall take any
18 administrative action that requires any owner, operator, manager,
19 lienholder or mortgagee of any vacant property to:

20 (1) Register or otherwise submit such property to such municipality
21 for inclusion in a record of vacant properties maintained by such
22 municipality or any agent thereof;

23 (2) pay any tax, fee or other charge for such property if such tax, fee
24 or other charge is levied, assessed or otherwise imposed on the basis that
25 such property is vacant property; or

26 (3) pay any tax, fee or other charge for a legal mortgagee, equitable
27 mortgagee or lienholder to enforce a mortgage or lien by judicial means.

28 (d) Any ordinance, resolution or regulation prohibited by subsection
29 (c) that was adopted prior to July 1, 2023, shall be null and void.





30 (e) For purposes of this section, property shall be considered vacant
31 regardless of the cause of such vacancy, including, but not limited to,
32 default, foreclosure, probate or bankruptcy.





33 (f) Nothing in this section shall be construed to prohibit or otherwise
34 limit a municipality from adopting or enforcing any ordinances,
35 resolutions or regulations concerning vacant property that are applicable to
36 other real property located in such municipality.







1 Sec. 2. This act shall take effect and be in force from and after its
2 publication in the statute book.














2023/2024 Legislative Bill Tracker







Bill Number	Author	Bill Description	Status	Link
SB 46	Senate Utilities	Effective January 1, 2024 within six months of renegotiating a contract for power purchase application must be made with the FAA to consider light mitigation technology on operational wind farms. Installation to occur within 24 months. KDOT waiver process exists to delay installation if market conditions or supply chain issues arise.	Introduced 1.12 Hearing 1.25& 1.26 Senate Utilities	SB 46 Light Mitigation Operational GOOD 
SB 49	Senate Utilities	Effective July 1, 2023 requires application with FAA for installation of light mitigation technology. Install to occur within 24 months on approved turbines. KDOT waiver process if market conditions or supply chain issues.	Introduced 1.12 Hearing 1.25& 1.26 Senate Utilities	SB 49 Light Mitigation Prospective GOOD 
SB 54	Senate Utilities	Expanding the eligible uses to qualify for the 0% state sales tax rate for certain utilities and providing for the levying of local sales tax on such sales by cities and counties.	Introduced 1.20 Hearing 2.1.23	SB 54 Sales Tax Utilities NEUTRAL 
SB 57	Senate Assessment & Taxation	Establishing a 0% state rate for sales and use taxes for food and food ingredients, providing a sales tax exemption for children's diapers and feminine hygiene products, establishing the STAR bonds food sales tax revenue replacement fund and altering the calculation for STAR bond districts.	Introduced 1.18 Hearing	SB 57 sales tax STAR Bond NEUTRAL 







SB 68	Senate Utilities	Providing incumbent electric transmission owners a right of first refusal for the construction of certain electric transmission lines. Must be in RTO transmission plan, using SPP definition of transmission at 100kv and above.	Introduced 1.19 Hearing Senate Utilities 2.6 & 2.7 Proponents 2.8 & 2.9 Opponents	SB 68 ROFR NEUTRAL	
SB 71	Senate Ag & NR	Requiring the secretary of agriculture to establish a division of sustainable agriculture that shall apply for federal grant funds under the greenhouse gas reduction fund to assist farmers in converting to renewable energy and sustainable agriculture practices	Introduced 1.19 Hearing 2.15	SB 71 Sustainable Ag NEUTRAL	
SB 78	Senate Utilities	Requiring the state corporation commission to review the regional rate competitiveness of an electric utility's rates in electric utility rate proceedings.	Introduced 1.23	SB 78 Regional Rate Comparison NEUTRAL / BAD	
SB 86	Senate Fed & State	Requiring local governmental officials to disclose substantial interests in the construction and operation of a wind or solar energy conversion system and to abstain from all local governmental actions relating to such matters	Introduced 1.23 Referred Senate Local Gov't Hearing 2.2	SB 86 Local Gov't Disclosure NEUTRAL	
SB 88	Senate Utilities	Providing for the statewide election of commissioners of the state corporation commission, establishing the utilities regulation division in the office of the attorney general, requiring such division to represent and protect the collective interests of utility customers in utility rate-related proceedings and exempting the state corporation commission from the open meetings act	Introduced 1.23 Hearing 2.13 Proponents & 2.14 Opponents	SB 88 Election of Corporation Commissioners NEUTRAL	







SB 100	Senate Fed & State	Prohibiting ownership in certain real property in this state by foreign individuals and entities. Exceptions for SG, JO, DG and WY counties.	Introduced 1.28 Referred to Judiciary 1.29 Hearing	SB 100 Foreign Ownership of Land GOOD	
SB 120	Senate Ag & Natural Resources	Authorizing the secretary of health and environment to adopt rules and regulations for an annual certification program for the replacement of distribution systems segments and increasing the amortization period on loans from the Kansas water pollution control revolving fund.	Introduced 1.31 Hearing 2.14	SB 120 SRF NEUTRAL	
SB 126	Senator Tyson	Provides for an individual income tax credit for purchase and installation of certain wind and solar systems for residences	Introduced 1.31 Hearing 2.8	SB 126 Tax Credit Residential Wind & Solar NEUTRAL / BAD	
SB 136	Senator Doll	Provides a tax credit for water conservation systems installed in new homes	Introduced 2.1 Referred to Assessment & Tax Hearing	SB 136 Tax Credit Water Conservation Systems NEUTRAL	
SB 140	Senate Democrats	Allowing local units of government to increase the minimum wage in their community by ordinance	Introduced 2.1 Referred to Senate Commerce 2.2 Hearing	SB 140 Local govt & Minimum wage increase NEUTRAL	
SB 144	Senate Utilities	Exempting satellite service and video programming services accessed over the internet from the video competition act.	Introduced 2.2 Referred to Senate Utilities 2.3 Hearing 2.16	SB 144 Streaming & Franchise Fees NEUTRAL / BAD	
SB 154	Senator Haley	Limiting the amount of fees, taxes and other charges on a utility bill assessed by a board of public utilities.	Introduced 2.2 Referred to Utilities 2.3	SB 154 Limiting Fees, Charges on Utility Bills NEUTRAL / BAD	


SB 156	Senate Fed & State Affairs	Repealing statutes that prohibit, limit and otherwise restrict municipal regulation of firearms.	Introduced 2.2 Referred to Fed and State 2.3	SB 156 Municipal firearms regulation NEUTRAL / BAD 
SB 166	Senate Utilities	Requiring public disclosure of an application for a transmission line siting permit under the jurisdiction of the state corporation commission.	Introduced 2.6 Hearing 2.15	SB 166 Tline Public Disclosure Filing NEUTRAL
SB 169	Senate Tax	Setting the income tax rate at 4.75%	Introduced 2.7 Hearing 2.15	SB 169 4.75% Income Tax Rate NEUTRAL / BAD 
SB 196	Senate Tax	Reinstating transfers to the local ad valorem tax reduction fund (LAVTRF).	Introduced 2.7	SB 196 Bills and Resolutions Kansas State Legislature (kslegislature.org) GOOD / BAD 
SB 205	Senate Ag & NR	Authorizing certain water rights in a water bank to participate in multi-year flex accounts on a temporary basis.	Introduced 2.8 Hearing 2.15	SB 205 MYFA NEUTRAL 
SB 214	Senate Utilities	Prohibiting public utilities from recovering any dues, donations or contributions to any charitable or social organization or entity through customer rates.	Introduced 2.8 Hearing	SB 214 Allowable in rates BAD 
HB 2004	House Transpor.	Establishing the EV energy equity road repair tax act and providing for a road repair tax on electricity distributed from a public charging station for electric vehicles.	Introduced 1.9 Hearing 1.31	HB 2004 EV Fees GOOD / BAD 
HB 2047	House Water	Increasing the amortization period from 20 to 30 years on loans from the Kansas water pollution control revolving fund.	Introduced 1.17 Referred to House Ag & NR 1.20	HB 2047 SRF GOOD 

HB 2110	House Tax	Allowing single sales factor apportionment of business income for certain taxpayers.	Introduced 1.19 Hearing 2.7	HB 2110 Single Sales Factor NEUTRAL 
HB 2111	House Tax	Establishing a 0% state rate for sales and use taxes for food and food ingredients, providing a sales tax exemption for children's diapers and feminine hygiene products, establishing the STAR bonds food sales tax revenue replacement fund and altering the calculation for STAR bond districts.	Introduced 1.18 Hearing 2.7	HB 2111 Food sales tax & STAR Bonds BAD 
HB 2150	House Local Government	Repealing the zoning and planning authority for cities in the three-mile area extending from the city boundaries.	Introduced 1.23 Hearing 2.8	HB 2150 3 Mile Zoning BAD 
HB 2154	House Utilities	Providing for the statewide election of commissioners of the state corporation commission, establishing the utilities regulation division in the office of the attorney general, requiring such division to represent and protect the collective interests of utility customers in utility rate-related proceedings and exempting the state corporation commission from the open meetings act	Introduced 1.23 Hearing	HB 2154 Election of Corporation Commissioners NEUTRAL
HB 2155	House Utilities	Requiring the state corporation commission to review the regional rate competitiveness of an electric utility's rates in electric utility rate proceedings.	Introduced 1.23 Hearing	HB 2155 Regional Rate Comparison in Rate Case BAD / UGLY 
HB 2156	House Utilities	Authorizing public utilities subject to the jurisdiction of the state corporation commission to establish rates that benefit low-income residential customers.	Introduced 1.23 Hearing 2.9	HB 2156 Authorizing Low Income Tariff NEUTRAL
HB 2159	House Utilities	Providing for additional sources of revenue for the water program management fund and creating	Introduced 1.23 Hearing	HB 2159 Water Mang Fund & Underground Injection Wells

		additional fees for the regulation of underground injection control wells.		NEUTRAL 
HB 2220	House Tax	Establishing a five-year property tax exemption for city, county and township property used for business incubator purposes in counties with a population of 40,000 or less.	Introduced 1.31	HB 2220 Tax exemption biz incubation NEUTRAL / GOOD 
HB 2221	House Tax	Expanding the eligible uses for the 0% state rate for sales tax for certain utilities and the levying of sales tax on such sales by cities and counties and authorizing cities and counties to exempt such sales from such city or county taxes.	Introduced 1.31	HB 2221 Utility Sales Tax NEUTRAL 
HB 2225	House Utilities	Limiting cost recovery for certain transmission costs.	Introduced 1.31 Hearing 2.9	HB 2225 Limiting Transmission Cost Recover NEUTRAL / BAD 
HB 2226	House Utilities	Extending the time period for notice of excavations and permitting use of virtual whitelining for excavations.	Introduced 1.30 Hearing 2.9	HB 2226 KUUDPA NEUTRAL
HB 2227	House Utilities	Authorizing solar power purchase agreements with renewable energy suppliers, exempting the sales of electricity pursuant to power purchase agreements from public utility regulation and requiring electric public utilities to enter into parallel generation contracts with certain customers of the utility.	Introduced 1.31 Hearing 2.7	http://www.kslegislature.org/li/b2023_24/measures/hb2227/ NEUTRAL 
HB 2228	House Utilities	Increasing the capacity limitation of the total amount of net-metered generation systems that may operate within the service territory of an investor-owned electric utility and removing the load-size limitations on customers' net-metered systems.	Introduced 1.30 Hearing 2.7	http://www.kslegislature.org/li/b2023_24/measures/hb2228/ BAD / UGLY 

HB 2237	House Utilities	Authorizing certain telecommunications and video service providers to operate within county public right-of-way.	Introduced 1.31 Hearing	http://www.kslegislature.org/li/b2023_24/measures/hb2237/ GOOD / BAD 
HB 2256	House Tax	Decreasing the state rate for sales and use taxes for sales of food, food ingredients and prepared food and modifying the percent credited to the state highway fund from revenue collected	Introduced 2.1 Hearing	HB 2256 Sale Tax & Highway Fund GOOD 
HB 2268	House Local Government	Prohibiting certain local restrictions on rooftop solar.	Introduced 2.2 Hearing	HB 2268 Local Restrictions on Solar NEUTRAL 
HB 2279	House Water	Requiring groundwater management districts to submit annual written reports to the legislature and to provide water conservation and stabilization action plans to the chief engineer.	Introduced 2.2 Hearing 2.9	http://www.kslegislature.org/li/b2023_24/measures/hb2279/ NEUTRAL 
HB 2302	House Water	Modifying the distribution of moneys into the state water plan fund, creating the water technical assistance fund and the water projects grant fund for water-related infrastructure projects and distributing a portion of the revenue from the sales and compensating use tax to the state water plan fund.	Introduced 2.6 Hearing 2.14	HB 2302 Water Bill GOOD 
HB 2310	House Energy & Utilities	Increasing the number of commissioners on the state corporation commission subject to gubernatorial appointment and senate confirmation and prohibiting the appointment and confirmation of any person who has a conflict of interest.	Introduced 2.6	HB 2310 Expanding KCC & appt restrictions NEUTRAL
HB 2319	House Tax	Providing a property tax exemption for business property that operates in competition with property owned or operated by a governmental entity.	Introduced 2.7 Hearing 2.15	HB 2319 Bills and Resolutions Kansas State Legislature (kslegislature.org) UGLY 

HB 2320	House Financial Institutions	Enacting the commercial property assessed capital enhancement or C-PACE act, requiring the department of commerce to designate or establish a C-PACE board, providing for assessment contracts between C-PACE lenders and property owners and establishing rights, duties and responsibilities of mortgage lenders.	Introduced 2.7	HB 2320 CPACE NEUTRAL	
HB 2326	House Judiciary	Extending the sunset date on the scrap metal theft reduction act and clarifying that catalytic converters are covered by the act.	Introduced 2.8 Hearing 2.16	HB 2326 Bills and Resolutions Kansas State Legislature (kslegislature.org) GOOD	
HB 2365	House Financial Institutions & Pensions	Terminating the KPERS 3 cash balance plan and transferring the members of such plan to the KPERS 2 plan.	Introduced 2.8 Referred to FI 2.8	HB 2365 Bills and Resolutions Kansas State Legislature (kslegislature.org) NEUTRAL	
HB 2366	House Tax	Providing for transfers to the local ad valorem tax reduction fund.	Introduced 2.8 Hearing 2.8	HB 2366 Bills and Resolutions Kansas State Legislature (kslegislature.org) GOOD	
HB 2387	House Commerce & Economic Development	Providing funding for STAR bond districts to replace lost food sales tax revenue, authorizing renovation and construction costs for historic theaters as eligible STAR bond project costs and extending the deadline for the STAR bond report to certain legislative committees.	Introduction 2.9 Hearing 2.16	HB 2387 STAR Bond Districts & Food Sales Tax NEUTRAL	
HB 2394	House Welfare Reform	Concerning public assistance; relating to energy assistance and housing assistance; requiring the secretary for children and families to develop a low income energy assistance program and the secretary for aging and disability services to develop a program for unhoused individuals to find and secure	Introduced 2.10	HB 2394 Low Income Energy Assistance NEUTRAL	

		affordable housing; determining eligibility for such programs.		
HB 2397	House Ag & Natural Resources	Prohibiting conveyance of certain real property in this state to foreign adversaries.	Introduced 2.10	HB 2397 Foreign Ownership GOOD 
HB 2404		Enacting the Kansas protection of pensions and businesses against ideological interference act, relating to ideological boycotts involving environmental, social or governance standards, requiring KPERS to divest from and prohibiting state contracts or the deposit of state moneys with entities engaged in such boycotts as determined by the state treasurer and prohibiting discriminatory practices in the financial services industry based on such boycotts.	Introduced 2.10	HB 2404 ESG NEUTRAL
2.11.23				



**CITY OF AUGUSTA
CITY COUNCIL AGENDA REPORT**

Meeting Date: February 25, 2023
 Department: Administration
 Submitted By: Josh Shaw, City Manager
 Prepared By: Josh Shaw, City Manager
 Agenda Title: **Strategic Retreat Recap and Open Forum**

BACKGROUND:

The open forum format is an opportunity for the City Council to explore other topics of interest or conceptual projects identified by the City Council and city staff. This segment of the retreat is largely unstructured and will lead where the conversation takes us. Some potential topics identified for discussion include:

- Unimproved City Streets
 - Custer Lane
 - Utility Scale Solar
 - Firing Range
 - *Open Discussion*
-

Department Head Approval Date:

City Manager Approval Date:

City Attorney Approval Date:

Attachment (*list in packet assembly order*):

1. *Materials Regarding Unimproved Streets*

City of Wichita Special Assessments - FAQs

What are Special Assessments and where do they come from?

A developer of a new subdivision or the property owners in an established neighborhood may request a project by petitioning the City for new improvements, such as water lines, sewer lines, or paved streets. The owners of the property within a set improvement district pay for that project. The cost of the project is taxed to the property as a special assessment. Other improvements that may be assessed include sidewalks and weed mowing.

What is an improvement district?

An improvement district is a group of lots designated to share the cost of the project. The improvement district is determined when the petition is prepared either by the developer's engineer, or by the City Engineer's Office, following the guidelines set by state law.

Why doesn't the City just build it?

Kansas law requires a petition to be circulated on most public improvement projects. A petition gives the City Council an indication of support for the project as well as the legal basis to approve it. A valid petition has signatures of over 50% of the number of owners in the improvement district, or signatures representing over 50% of the square footage in the improvement district.

Why doesn't the City pay for it?

All developments, whether new or established, were once vacant fields. A developer decided to divide the land up into lots and plan streets, water lines and sewer lines to serve those lots in order to build houses and sell them for profit. The developer petitioned the City to build the improvements, and promised to pay the construction cost as special assessments on the property. Currently, it is a requirement to have paved streets, water lines and sewer lines serving a lot before construction can begin. This was not always the case; however, which is why some neighborhoods had to petition later for those improvements.

Why wasn't I notified?

In a new subdivision, the developer knows what petitions were required before construction could begin, and has an estimated monthly cost of the specials associated with those projects. The developer should have shared that amount when you purchased the lot.

When the City receives a petition from an established neighborhood, a certified letter is sent to each property owner in the improvement district. If you purchased your house after the project was approved by the City Council, your realtor or the previous owner should have let you know that there were pending specials on the property.

Why is my assessment higher than my neighbor's?

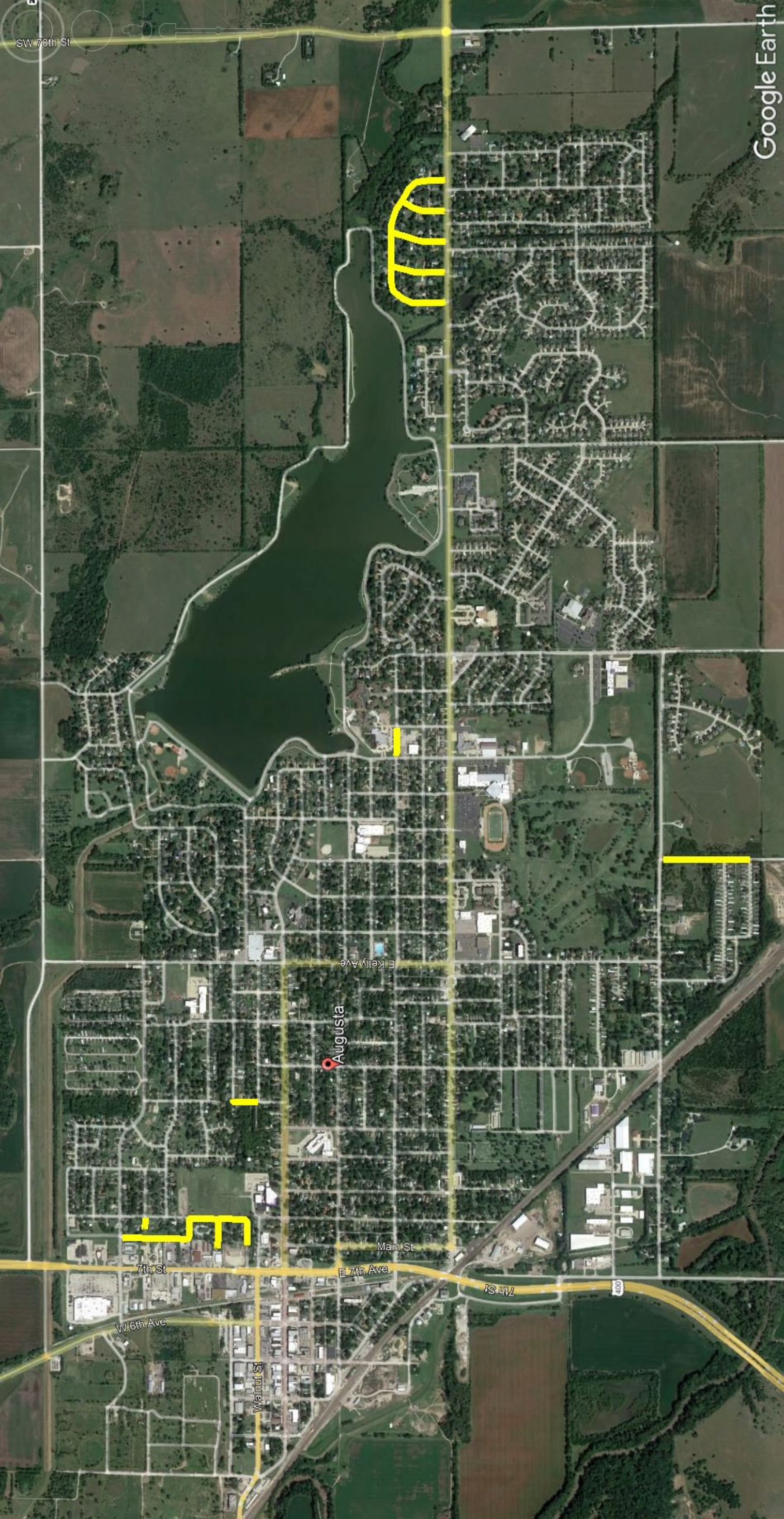
There are different methods allowed for dividing the cost among the lots in the improvement district. The method is designated on each petition. The most common methods of assessment are the square foot basis and the fractional basis. If the square foot basis is used, each property owner will be responsible for a share of the project cost, relative to the square footage of his/her lot; therefore, larger lots will pay more than smaller lots. If the fractional basis is used, each lot in the improvement district will pay a set fraction of the cost; for example, if an improvement district has 14 lots in it, each lot may pay 1/14 of the cost. Each petition is looked at individually to determine which method is the fairest for the largest number of owners.

How do I pay the assessment?

When the project is completed and the final cost is calculated, statements will be mailed to each property owner. At that time, you may either pay cash for the assessment or let it automatically be in the City's next bond sale, spread over 15 or 20 years at a relatively low interest rate. The following November, the first assessment will be on your tax statement listed as a special tax and will be due along with your property tax.

What if I can't afford the assessment?

The City has a deferral program for property owners who fall within certain income guidelines. If you qualify, the assessment will be deferred and you will not have to pay the specials. The assessment will stay with the property; however, and will have to be paid by the next owner. Application for deferral is not made until the project is constructed and statements are mailed out.



SW 70th St

Augusta

E Kelly Ave

Main St

E 7th Ave

7th St

W 6th Ave

Wanut St

7th St

400

Joshua Shaw

From: Chuck May <cmay@schwab-eaton.com>
Sent: Thursday, February 23, 2023 11:28 AM
To: Joshua Shaw
Subject: RE: Cost Estimate for one Block - Augusta, KS

Josh,
You had requested a ballpark cost for one block of Harrington St.

A ballpark number would be \$130,000 for construction for a 29' back to back street (5" Asphalt on 5" reinforced rock base and 2.5' curb and gutter) with sidewalk on one side. Per our discussion, this does not include storm sewer along the street. Also not included in the cost are items such as R/W, easements, utility relocation if needed.

Engineering cost would be in addition to the above number and ballpark number for survey and design would be \$15,000 and construction engineering \$20,000.

Let me know if you have any questions.

Chuck May, P.E.
President



800 E. 1st Street, Ste.240
Wichita, KS 67202
cmay@schwab-eaton.com
p 316.722.4472
c 316.772.2770
f 785.380.5007
Schwab-Eaton.com