



ABILENE CITY COMMISSION - REGULAR MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
July 28, 2025 - 4:00 pm

VIEW THIS CITY COMMISSION MEETING VIRTUALLY AT
www.abilenecityhall.com/watchlive

1. Call to Order
2. Roll Call: _____ Rein _____ Miller _____ Witt _____ Kollhoff _____ Meysenburg
3. Pledge of Allegiance
4. Approval of the Agenda for the July 28, 2025, City Commission Meeting
5. Consent Agenda - Consent Agenda items are considered routine business items. The consent agenda can be acted upon by one motion unless a majority of the City Commission votes to remove an item for discussion and separate action.
 - a. Meeting Minutes for July 14, 2025, Regular Meeting
6. Public Comments and Communications
 - a. Public Forum: Persons who wish to address the City Commission regarding items outside the agenda may do so when called upon by the Mayor. Speakers will be allowed a three-minute time limit.
7. Business Items
 - a. Consider approval of a bid from Denny's Plumbing in the amount of \$37,452.23 for the replacement of water service lines at the Wastewater Treatment Plant. – Public Works Director, Anderson
 - b. Consider approval of authorization for the Mayor to sign the Lease Purchase Agreement documents for the lease payment to First Bank for the street sweeper. Interim City Manager Quinday/Interim Finance Director Briand
 - c. Consider approval of authorization for the Mayor to sign the Incumbency Certificate and Lease Payment Agreement with Community First National Bank for the lease payment to Rosenbauer SD for the firetruck chassis. – Interim City Manager Quinday/Interim Finance Director Briand
8. Items for discussion
9. Reports

10. Recess of Regular Meeting

- a. Consider a motion to recess the July 28, 2025, City Commission Meeting. The study session will begin no sooner than 4:30 pm.



Abilene City Commission Meeting Minutes
Abilene Public Library – 209 NW Fourth Street
July 14, 2025, 4:00 pm.
Abilene, Kansas

1. Call to Order

2. Roll Call – City Commission Present: Mayor Rein, Commissioners, Kollhoff, Witt, Miller and Meysenburg.

Staff Present: Interim City Manager Quinday, City Clerk Mohr, Interim Finance Director Briand, City Attorney Martin, Parks and Recreation Director Timbrook, Fire Chief Strunk, Interim Police Chief Wilkins, Community Development Director Zook, Public Works Director Anderson, Convention and Visitors Bureau Director Roller-Weeks, City Engineer Bachamp, Street Maintenance Worker Sims, Street Maintenance Worker Reifsnnyder, and Administrative Assistant Olson.

3. Pledge of Allegiance

Agenda

4. Approval of the Agenda for the July 14, 2025, City Commission Meeting

Motion by Commissioner Witt, seconded by Commissioner Miller, to approve the agenda as presented. Roll call vote: Miller YES, Witt YES, Kollhoff YES, Meysenburg YES, Rein YES. The motion carried 5-0.

Consent Agenda

5. Consent Agenda - Consent Agenda items are considered routine business items. The consent agenda can be acted upon by one motion unless a majority of the City Commission votes to remove an item for discussion and separate action.

a. Meeting Minutes for June 23, 2025, Regular Meeting

b. Meeting Minutes for June 26, 2026, Special Meeting

Motion by Commissioner Miller, seconded by Commissioner Witt, to approve the consent agenda as presented. Roll call vote: Witt YES, Kollhoff YES, Meysenburg YES, Miller YES, Rein YES. The motion carried 5-0.

6. Public Comments and Communications

- a. Public Forum:** Persons who wish to address the City Commission regarding items outside the agenda may do so when called upon by the Mayor. Speakers will be allowed a three-minute time limit.

Wendy Moulton, Library Director, gave information about a Candidate Chat on Tuesday, July 22, from 5:30 to 6:30 pm for the candidates for City Commission at the library.

7. Business Items

- a. Consider approval of Ordinance No. 25-3461, AN ORDINANCE AUTHORIZING THE SALE, CONSUMPTION AND POSSESSION OF ALCOHOLIC LIQUOR AT SPECIFIED LOCATIONS ON THE PUBLIC RIGHT-OF-WAY AND APPROVING THE CLOSURE OF CERTAIN STREETS FOR THE ABILENE OKTOBERFEST.**

Motion by Commissioner Witt, seconded by Commissioner Miller, to approve Ordinance No. 25-3461, AN ORDINANCE AUTHORIZING THE SALE, CONSUMPTION AND POSSESSION OF ALCOHOLIC LIQUOR AT SPECIFIED LOCATIONS ON THE PUBLIC RIGHT-OF-WAY AND APPROVING THE CLOSURE OF CERTAIN STREETS FOR THE ABILENE OKTOBERFEST. Roll call vote: Kollhoff YES, Meysenburg YES, Miller YES, Witt YES, Rein YES. The motion carried 5-0.

- b. Consider approval of Resolution No. 071425-1, A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION NOTES, SERIES 2025, OF THE CITY OF ABILENE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS THERETO; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

Motion by Commissioner Witt, seconded by Commissioner Miller, to approve Resolution No. 071425-1, A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION NOTES, SERIES 2025, OF THE CITY OF ABILENE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS THERETO; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH. Roll call vote: Meysenburg YES, Miller YES, Witt YES, Kollhoff NO, Rein YES. The motion carried 4-1.

Motion by Commissioner Witt, seconded by Commissioner Miller, to accept the bid from Loop Capital Markets, LLC with true interest costs of 3.342003% for the General Obligation Notes, Series 2025. Roll call vote: Miller YES, Witt YES, Kollhoff NO, Meysenburg YES, Rein YES. The motion carried 4-1.

- c. Consider approval of Resolution No. 071425-2, A RESOLUTION ON INTENT TO EXCEED THE REVENUE NEUTRAL RATE FOR PURPOSES OF THE CITY OF ABILENE, KANSAS 2026 BUDGET, AND DIRECTING THE CITY MANAGER TO NOTIFY THE COUNTY CLERK OF SUCH INTENT.**

Motion by Commissioner Witt, seconded by Commissioner Meysenburg, to approve Resolution No. 071425-2, A RESOLUTION ON INTENT TO EXCEED THE REVENUE NEUTRAL RATE FOR PURPOSES OF THE CITY OF ABILENE, KANSAS 2026 BUDGET, AND DIRECTING THE CITY MANAGER TO NOTIFY THE COUNTY CLERK OF SUCH INTENT. Roll call vote: Witt YES, Kollhoff NO, Meysenburg YES, Miller YES, Rein NO. The motion carried 3-2.

8. Items for Discussion

- a. 2nd Quarter Treasurer's Report**

9. Reports

There were no reports.

10. Recess of Regular Meeting

- a. Consider a motion to recess the July 14, 2025, City Commission Meeting.**

Motion by Commissioner Kollhoff, seconded by Commissioner Witt, to recess the July 14, 2025, City Commission Meeting at 4:57 pm. Roll call vote: Kollhoff YES, Meysenburg YES, Miller YES, Witt YES, Rein YES. The motion carried 5-0. The City Commission Study Session will begin immediately.

City Commission Study Session

1. Call to Order – City Commission Study Session

The City Commission Study Session was called to order at 4:58 pm.

2. July 14, 2025, City Commission Study Session Agenda

- a. Request for SE Street Paving by Eisenhower Foundation
- b. WWTP waterline replacement bids
- c. 15th Street Drainage/Detention Discussion
- d. CCLIP Engineering Services – SW 6th to City limits

3. Adjournment

- a. Consider a motion to adjourn the July 14, 2025, City Commission Meeting

Motion by Commissioner Witt, seconded by Commissioner Miller, to adjourn the July 14, 2025, City Commission Meeting at 5:34 pm. Roll call vote: Meysenburg YES, Miller YES, Witt YES, Kollhoff YES, Rein YES. The motion carried 5-0.

(Seal)

Brandon Rein, Mayor

ATTEST:

Shayla L. Mohr, CMC
City Clerk



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

CITY STAFF

Jon Quinday
Interim City Manager

Kelsey Briand
Interim Finance Director

Shayla Mohr
City Clerk/HR Director

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Jason Wilkins
Interim Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, July 28, 2025

Session: Regular Meeting

Topic: Abilene Wastewater Treatment Plant Water Service Improvement

Department: Public Works

Staff Contact: Brad Anderson, Public Works Director

Background:

Due to several water line breaks within the facility grounds at the Wastewater Treatment Plant, it is necessary to replace all internal lines with new service lines.

The bid opening for the Abilene Wastewater Treatment Plant Water Service Replacement took place at 10:00 am on Wednesday, July 2, 2025.

Bids were received from three contractors:

- J & K Contracting LC, Junction City - \$39,805
- Ditch Diggers, Salina - \$74,200
- Denny's Plumbing, Abilene - \$37,452.23

Recommendation:

Award the contract to the lowest bidder, Denny's Plumbing for \$37,452.23.

Fiscal Note:

Even though this waterline project is for the Wastewater Treatment Plant, it will be taken out of Water Distribution.

Funding Source:

Water Distribution Fund - Water Line Maintenance - 002-022-520661

TOTAL Bid Amount \$ \$39,805.00

Signed this 2nd day of July, 2025.

By Shannon Locke
(Individual's Name)

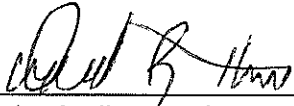
doing business as J & K Contracting LC

Business Address: P.O. Box 306, 801 W. 6th, Suite B, Junction City, KS. 66441

Phone No.: 785-238-3298

TOTAL Bid Amount \$ 74,200.00

Signed this 2nd day of July, 2025.

By Daniel R. Hess, office manager 
(Individual's Name)

doing business as Ditch Diggers, Inc.

Business Address: 640 Pheasant Circle, Salina KS 67401

Phone No.: 785-823-5881



DENNY'S PLUMBING

1618 NW 4th
Abilene, KS 67410
785-263-2661
office@dennysplumbing.com

July 1, 2025

City of Abilene - customer
419 N Broadway
Abilene, KS 67410

Waste Water Plant Water Line Upgrades

Per your request, I have put together pricing for the following project.

- Excavate roughly 900' of 2" cts poly and 300' of 3/4 cts poly
- Install customer provided 2" meter in 36" pit
- Install 2- 2" curb stop valves in a 36" pit
- Tie water back in at 3 building and water pit
- Cut and remove and pour back concrete by south building
- Tracer wire from start to tie in points
- Pack Joint connections
- Boyds Excavation will remove tree, remove old valves and all excavation

For this we quote \$37,452.23

Minimum of one half down is required before start of project.

Accepted by: _____

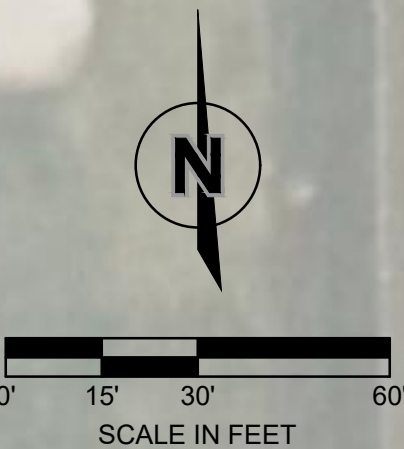
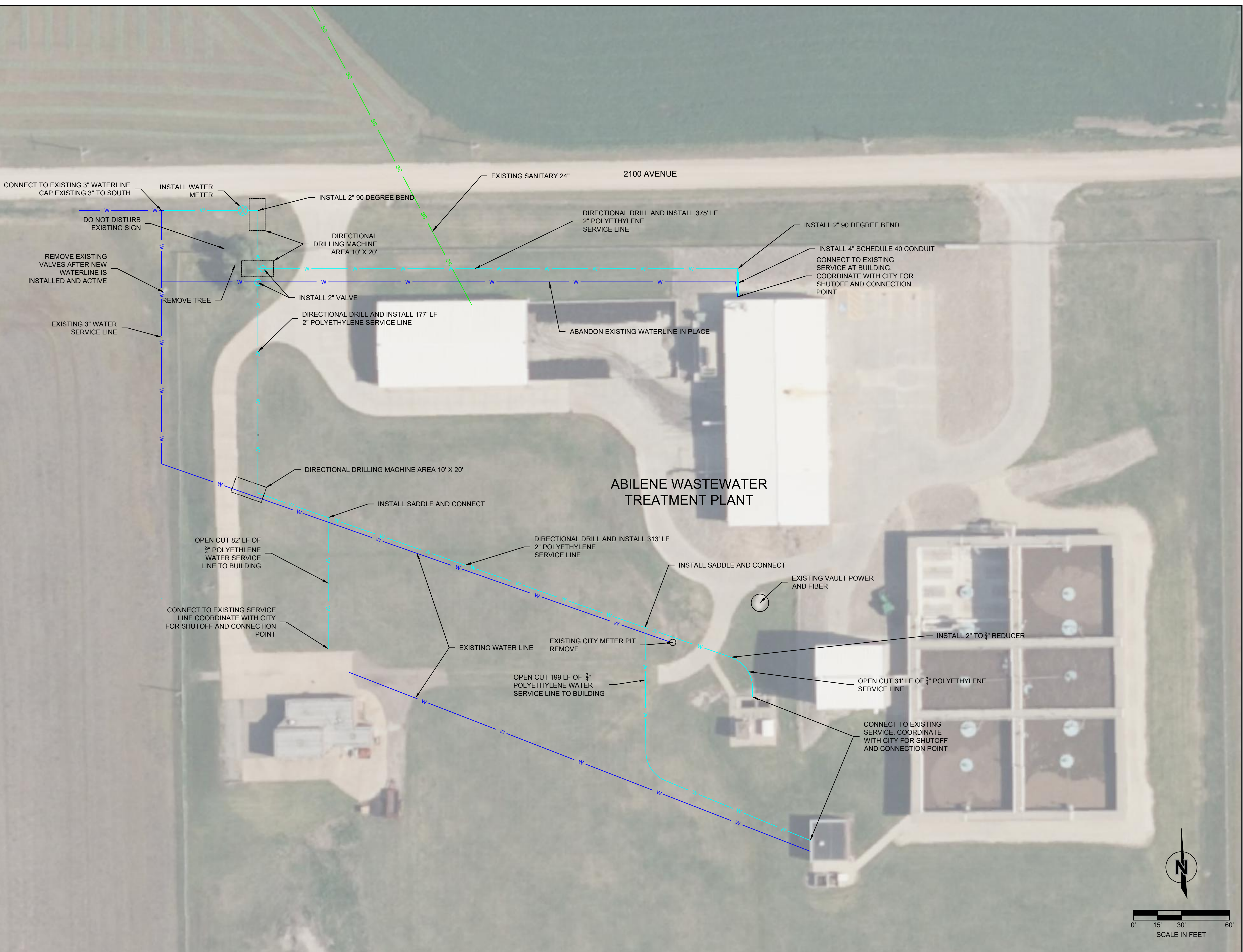
Respectfully,
Nathan Wuthnow

GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT THE PLANS IN THEIR POSSESSION ARE THE MOST CURRENT VERSION ISSUED, ARE FULLY COORDINATED WITH ALL SUBCONTRACTORS, AND PRESENT ON SITE AT ALL TIMES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEVIATIONS FROM THESE PLANS WITHOUT WRITTEN APPROVAL FROM ENGINEER AND OWNER.
3. ALL WORK AND MATERIALS SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE OWNER OR THE OWNER'S REPRESENTATIVE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL LABOR, MATERIALS, AND EQUIPMENT REQUIRED TO COMPLETE THE WORK SHOWN IN THE PLANS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS, PAYING ALL FEES, AND FOR OTHERWISE COMPLYING WITH ALL APPLICABLE REGULATIONS GOVERNING THE WORK.
6. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, THE SAFETY OF ALL PERSONS INCLUDING VISITORS AND THE GENERAL PUBLIC, AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY THROUGHOUT THE PROJECT AND NOT BE LIMITED BY WORKING HOURS. ANY CONSTRUCTION OBSERVATION BY THE ENGINEER OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES.
7. PRIOR TO COMMENCEMENT OF WORK THE CONTRACTOR SHALL NOTIFY AND COORDINATE WITH ALL UTILITY COMPANIES AND OBTAIN ANY RELEVANT INFORMATION. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES.
8. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL BOUNDARY CORNERS AND SECTION CORNERS. ANY BOUNDARY CORNER AND/OR SECTION CORNER DISTURBED OR DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE RESET BY A LAND SURVEYOR LICENSED IN THE STATE OF KANSAS, AT THE CONTRACTOR'S EXPENSE.
9. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ADJACENT PROPERTIES AND SHALL TAKE ALL PRECAUTIONS NECESSARY TO PREVENT DAMAGE DURING CONSTRUCTION. THE CONTRACTOR IS ALSO RESPONSIBLE FOR REPAIRING ANY DAMAGE RESULTING FROM CONSTRUCTION ACTIVITIES.
10. THE CONTRACTOR SHALL PROVIDE AN "AS-BUILT" PLAN WITH ALL MODIFICATIONS/CHANGES NOTED/SHOWN ON THE FINAL DRAWING SET.

WATER NOTES:

1. PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL NOTIFY AND COORDINATE CONSTRUCTION WITH UTILITY OWNER.
2. ALL PUBLIC WATER LINES SHALL BE A MINIMUM OF 42 INCHES BELOW THE FINISHED GRADE ELEVATIONS SHOWN HEREIN UNLESS OTHERWISE NOTED.
3. THE CONTRACTOR SHALL EXPOSE EXISTING UTILITIES AT LOCATIONS OF POSSIBLE CONFLICT AND POINTS OF CONNECTION PRIOR TO ANY CONSTRUCTION OF WATER.
4. DISENFECTION AND PRESSURE TESTING OF WATER LINES SHALL BE PERFORMED AND PAID FOR BY THE CONTRACTOR AND AS REQUIRED BY THE UTILITY OWNER.
5. TRACING TAPE SHALL BE INSTALLED ALONG ALL NON-METALLIC SURFACES OR AS DIRECTED BY LOCAL CODES AND ORDINANCES.
6. ALL WATER SYSTEMS THAT ARE TO BE PUBLIC LINES SHALL BE CONSTRUCTED IN ACCORDANCE WITH GOVERNING REGULATORY AGENCIES AS WELL AS THE APPROPRIATE STATE AGENCY AND SHALL BE INSPECTED BY SAID AGENCY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASSURE THAT THIS INSPECTION OCCURS.



PROJECT NO: 025-05594

DRAWN BY: TR

DATE: 05.29.2025

ABILENE WASTEWATER TREATMENT
PLANT WATER SERVICE IMPROVEMENT

olsson

302 South 4th Street
Suite 110
Manhattan, KS 66502
olsson.com
TEL 785.539.6900

EXHIBIT

A

\\scoms1\proj\2025\05594\025-05594.dwg USER: hseema DATE: May 29, 2025 8:43am



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

CITY STAFF

Jon Quinday
Interim City Manager

Kelsey Briand
Interim Finance Director

Shayla Mohr
City Clerk/HR Director

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Jason Wilkins
Interim Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, July 28, 2025

Session: Regular Meeting

Topic: Lease Purchase Agreement – Street Sweeper

Department: Administration

Staff Contact: Jon Quinday, Interim City Manager, Kelsey Briand, Interim Finance Director

Background:

This allows the mayor to sign the lease purchase agreement documents for the lease payment to First Bank for the street sweeper, previously approved by commission on June 9, 2025.

Recommendation:

Fiscal Note:

none

Funding Source:

Funding was previously identified when street sweeper lease was approved, funding will be from Equipment Reserve 020-000-530399



MUNICIPAL LEASE AGREEMENT DOCUMENTATION PACKAGE

PREPARED FOR: City of Abilene

WITH OFFICES AT: 419 N Broadway Ave, Abilene, KS 67410

Prepared on July 22, 2025 for these to be executed on July 23, 2025

A detailed list of the equipment to be leased and the payment terms of the lease are located on the Equipmemnt Schedule on page 5.

Please carefully review these attached documents and sign and initial the appropriate fields to certify your understanding and acceptance of the terms of this municipal lease. Once signed, please return the "original wet-signature" copies to First Bank at:

First Bank
Attn: Loan Support
128 S Broadway Ave
Sterling, KS 675179

Those parties whose signatures are required are:

Jon Quinday - Interim City Manager
Kelsey Briand - Interim Finance Director
Shayla Mohr - City Clerk

Once the properly signed documents are received at our office, along with all necessary supporting articles (i.e. certificate of insurance, down payment money), First Bank will remit payment for the equipment as agreed.

Documents included in the packet to be signed:

Document Name	Pages	Signatures Required
☐ Municipal Lease Agreement	4	All Parties, Jon Quinday on page 3, others on page 4
☐ Municipal Schedule A.	1	All Parties with Jon Quinday's initials
☐ Municipal Delivery / Acceptance	1	All Parties
☐ Certificate of Appropriation	1	Jon Quinday only
☐ Non-Appropriation of Funds	1	All Parties
☐ Municipal Resolution	1	Jon Quinday only with Notary
☐ Incumbency Certificate	1	All PartiesWith Notary
☐ Insurance	1	Jon Quinday only

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 23rd day of July, 2025, by and between First Bank (hereinafter referred to as the Lessor), and City of Abilene with offices at 419 N Broadway Ave, Abilene, KS 67410 (hereinafter referred to as the Lessee).

WITNESSETH:

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

1. LEASE. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the personal property set forth in the schedule (hereinafter referred to as "Schedule") executed by the parties concurrently herewith or at any time hereafter and made a part hereof, together with all repair and replacement parts, additions, substitutions, accessories, and accessions, and the like, now or hereafter incorporated therein and/or affixed to such personal property (hereinafter collectively referred to as the "Equipment") Lessee alone has selected the Equipment and the supplier thereof. Lessor agrees to cause the Equipment to be ordered from the supplier, but Lessee agrees that Lessor shall not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to fill the order or meet the conditions thereof. Lessee agrees that it will make, at its own expense, all necessary inspections and test of the Equipment to determine if the Equipment is in compliance with the provisions of any applicable purchase agreement or order, and, if in compliance, Lessee shall accept each such item of Equipment on behalf of the Lessor, as delivered by the supplier. Lessee shall execute an Acceptance Certificate with regard to each item of Equipment. Lessor hereby authorizes Lessee to add to this Lease the serial number of, and/or any descriptive matter necessary or helpful in identifying, each item of the Equipment so delivered. Any delay in such delivery shall not affect the validity of this Lease, except as provided in Section 10 hereof. Regardless of whether Lessee has executed an Acceptance Certificate, if within forty-eight (48) hours after Lessee has received an item of Equipment, Lessee has not given Lessor written notice of a defect therein or of other proper objection thereto, Lessee agrees that it shall be conclusively presumed as between Lessor and Lessee, that Lessee has fully inspected the Equipment, that the Equipment is in full compliance with the terms of this Lease and is deemed to be in good condition and repair, and that the Lessee has accepted it as satisfactory in all respects for the purpose of this Lease. Lessee hereby agrees to indemnify, defend, and save harmless Lessor from all claims, damages, actions, expenses (including attorney fees) and liabilities of any kind arising out of or connected with the failure or refusal of Lessee to accept, or the delay of Lessee in accepting, the Equipment.

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

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

4. NO WARRANTIES BY LESSOR. LESSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE CONDITION, DESIGN, OR QUALITY OF THE EQUIPMENT; THE FITNESS OF THE EQUIPMENT FOR USE OR FOR A PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE EQUIPMENT, COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS OR CONTRACTS PERTAINING THERETO; PATENT INFRINGEMENT; OR LATENT DEFECTS; THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR THE CONFORMITY OF THE EQUIPMENT TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO; THE OPERATION, USE OR PERFORMANCE OF THE EQUIPMENT OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR OF ANY OTHER OBLIGATION UNDER THIS LEASE. THE LESSEE ALSO ACKNOWLEDGES THAT THE LESSOR HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESSED OR IMPLIED, WITH RESPECT TO THE OPERATION, USE OR PERFORMANCE OF THE EQUIPMENT. LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY PERSON WHOMSOEVER FOR ANY CLAIM, LOSS, DAMAGE, OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY, OR CONSEQUENTIALLY BY THE EQUIPMENT OR ANY PART THEREOF OR PRODUCTS THEREFROM, BY ANY INADEQUACY OF THE EQUIPMENT OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM LESSOR'S OR LESSEE'S NEGLIGENCE OR OTHERWISE, BY THE USE OR MAINTENANCE THEREOF, OR FOR REPAIR, SERVICING OR ADJUSTMENT THERETO, OR FOR ANY INTERRUPTION OF SERVICE OR LOSS OF USE OF THE EQUIPMENT, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT OF THIS LEASE. LESSEE SHALL INDEMNIFY AND HOLD LESSOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, EXPENSES, DAMAGES, LOSSES, LIABILITIES INCURRED OR SUFFERED BY THE LESSOR, LESSEE, OR ANY OTHER PARTY IN CONNECTION WITH THE DELIVERY, OPERATION, USE OR PERFORMANCE OF THE EQUIPMENT, OR AS A RESULT OF ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY IN TORT). FURTHER, LESSEE UNDERSTANDS AND AGREES THAT THERE SHALL BE NO ABATEMENT OF RENT DURING ANY PERIOD OF BREAKDOWN OR NONUSE OF THE EQUIPMENT.

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

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

7. TAXES AND EXPENSES PAID BY LESSEE. Lessee, at its expense, shall obtain such licensing and registration of the Equipment as shall be at any time required by law and Lessee shall pay and discharge when due all license fees, registration fees, charges, taxes (federal, state and local) and assessments (and interest and penalty, if any thereon) which may be levied, directly or indirectly, against the Equipment or any interest therein or with respect to the ownership, possession or use thereof whether such taxes or charges are levied against Lessor or Lessee. Such taxes or charges to be paid by Lessee shall include, without limitation, property, sales, rent, and use taxes, and any other tax measured by the gross rent payable hereunder, but shall not include net income or franchise taxes, if any, payable by Lessor. If such taxes are levied against Lessor, Lessor shall notify Lessee of such fact. Lessor shall have the right but not the obligation, to pay any such taxes, whether levied against Lessor or Lessee. In such event, Lessee shall reimburse Lessor therefore within five (5) days after receipt of invoice, and in the event Lessee shall fail to make any such reimbursement when due, Lessor shall have all remedies provided herein with respect to the nonpayment of the rental hereunder. Lessee, at its expense, shall pay any and all other charges related to the Equipment, including but not limited to, its registration, rental, shipment, transportation, delivery, installation, operation and/or removal. If any such charges are levied against Lessor, Lessor shall notify Lessee of such fact. Lessor shall have the right, but not the obligation, to pay any such charges, whether billed to Lessor or Lessee. In such event, Lessee shall reimburse Lessor therefore within five (5) days after receipt of invoice, and for the failure to make such reimbursement when due, Lessor shall have all remedies provided herein with respect to the nonpayment of the rental hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. DEFAULTS AND REMEDIES. The following events (each an "Event of Default") shall constitute Events of Default:

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

same shall be continuing, Lessor may declare this Lease in default. Such declaration shall be made by written notice mailed to Lessee at the address specified as Lessee's address above. Upon the mailing of such notice, Lessee hereby authorizes Lessor at any time and from time to time to enter upon, with or without legal process, any premises where the Equipment may be located and take possession thereof at Lessee's expense. Additionally, upon the mailing of the notice declaring the Lease in default, Lessee, without further demand, shall pay to Lessor an amount equal to any unpaid rentals or other monies due on or before Lessor's declaring the Lease to be in default, plus as liquidated damages for loss of bargain, and not as a penalty, an amount equal to the total of all rentals remaining to be paid under the lease if no default occurred. Thereupon, Lessor shall (i) sell the Equipment at a private or public sale, in bulk or in parcels, with or without notice, and at Lessor's option, without having to have the Equipment present at the place of sale, or (ii) lease, otherwise dispose of or keep idle all or part of the Equipment subject, however, to its obligation to mitigate damages, and (iii) at Lessor's option, use Lessee's premises for any or all of the foregoing without cost, damages or otherwise. The proceeds of sale, lease or other disposition of the Equipment shall be applied first (1st) to all of Lessor's costs incurred in obtaining possession of and selling the Equipment, then second (2nd) to any unpaid sums or monies due Lessor under the Lease, including unpaid rentals, costs and any indemnification then remaining unpaid, then third (3rd) to the liquidated damages due Lessor under this Lease, and any surplus funds shall be retained by Lessor. No remedy provided herein is intended to be exclusive, but each shall be cumulative, and shall be in addition to any other remedy referred to herein or otherwise available to Lessor at law or in equity. Lessee shall pay Lessor all costs and expenses, including reasonable attorney's fees, incurred by Lessor in exercising any of its rights or remedies hereunder. The exercise of any of the remedies provided herein shall not be deemed to constitute a termination of this Lease unless Lessor so notifies Lessee in writing.

24. ASSIGNMENTS. Neither this Lease nor Lessee's rights hereunder shall be assignable by Lessee except with Lessor's written consent. Lessor shall have the unqualified right to assign this Lease or any part hereof. Additionally, should the Owner as listed on the Schedule be any party other than Lessor, the Lessee understands that prior the execution of this Lease Lessor has agreed to lease the Equipment from Owner, and that this Lease constitutes a sublease of the Equipment to Lessee. Lessee understands in such case that Lessor, immediately upon execution of the Acceptance Certificate relating to this Lease, shall assign and transfer to Owner this Lease and any and all of Lessor's interest in the Equipment and Lease. For the purpose of this Lease, whenever a party receives an assignment and transfer of this Lease from Lessor that party shall herein be referred to as "Lessor's Assignee". The right of Lessor's Assignee to receive the rentals hereunder, as well as any other right of Lessor's Assignee, shall not be subject to any defense, set off, counterclaim, or recoupment of Lessee against Lessor of any kind whatsoever. Following any such assignment, the term "Lessor" as used herein shall be deemed to mean and refer to Lessor's Assignee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As of the day and year first above written.

LESSOR: First Bank

By: _____

LESSEE: City of Abilene

By: _____

Jon Quinday, Interim City Manager

LESSEE: City of Abilene continued

By:

Kelsey Briand, Interim Finance Director

By:

Shayla Mohr, City Clerk

EQUIPMENT SCHEDULE No. A

This equipment Lease Schedule is executed 7/23/2025, by the parties whose signatures is affixed below as a Schedule to that certain Lease Agreement between the parties hereto dated 7/23/2025 (herein “Lease”). This Schedule contains additional terms and provisions which are an integral part of the Lease.

A. Equipment Leased:

Quan	EQUIPMENT MODEL SERIAL NUMBER/DESCRIPTION	PRICE
1	New Global M3-N Street Sweeper	\$307,517.00
	SER# 1G9AM6N17SS462078	

Total Equipment Cost **\$307,517.00**

B. TERM: Unless sooner terminated as set forth in the Lease, the term of this Lease respecting each item of equipment listed on this Schedule expires on the expiration of 60 months from the date the Acceptance Certificate is signed.

C. RENT: Except as otherwise provided in the Lease or in this Schedule, said rent shall be payable as follows:

5 rentals of \$67,498.50 beginning 8/23/2025 with a final rental due 8/23/2029.

THIS IS A NONCANCELABLE LEASE AND ALL RENTALS ARE ABSOLUTE AND UNCONDITIONAL OBLIGATIONS OF LESSEE. Unless sooner paid, all said rent shall be payable in any event on or before the expiration or sooner termination of this Lease.

D. LOCATION: The above described equipment shall be located at _____

City of Abilene, KS

and shall not be removed therefrom without the prior written consent of Lessor.

E. DEPOSIT: None, pursuant to paragraph 8 of the Lease of which this Schedule is part.

F. SPECIAL CONDITIONS: (1) advance rental(s) are due on the execution of the Acceptance Certificate, with one advance rental applied to the first lease payment,

(2) Lessee is hereby given an option to purchase the Equipment at the end of the lease for \$1.00.

G. OWNER: The Equipment leased herein is owned by First Bank (referred to in the Lease as "Owner").

H.Lessor does not provide tax information or advice. During the negotiation and execution of this lease, Lessor has not provided Lessee with any advice or counsel regarding the tax affect of this transaction on Lessee or anyone else. By initialing Lessee is acknowledging that Lessee has not received such advice from Lessor and that Lessee will not claim Lessor has ever provided any such information or advice.

(Initials)

APPROVED AND AGREED TO by the parties below.

LESSOR: First Bank

LESSEE: City of Abilene

By: _____

By: _____
Jon Quinday, Interim City Manager

By: _____
Kelsey Briand, Interim Finance Director

By: _____
Shayla Mohr, City Clerk

MUNICIPAL LEASE ACCEPTANCE CERTIFICATE

This Acceptance Certificate is executed in connection with that certain Municipal Lease dated as of 7/23/2025 (Lease) between First Bank, as Lessor, and the undersigned, as Lessee. The terms used herein, which are defined in the Lease, shall have the same meanings as are provided therefore in this Agreement.

Lessee hereby represents, warrants, and confirms to Lessor that this Equipment described below has been duly delivered to Lessee at the premises referred to in the Municipal Lease Schedule dated 7/23/2025, that Lessee has duly inspected the Equipment and that Lessee hereby accepts the Equipment for all purposes of the Lease as being in accordance with specifications, properly installed and/or assembled, in good working order, repair and appearance and without defect in condition, design, operation or fitness for use, whether or not discoverable by Lessee as of the date, provided, however, that nothing contained herein or in the Lease Agreement shall in any way diminish or otherwise affect any right Lessee or Lessor may have with respect to the Equipment against the seller or any manufacturer of the Equipment or any part thereof.

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

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

New Global M3-N Street Sweeper

LESSEE: City of Abilene

DATED: _____

By: _____
Jon Quinday, Interim City Manager

By: _____
Kelsey Briand, Interim Finance Director

By: _____
Shayla Mohr, City Clerk

CERTIFICATE OF APPROPRIATION

I, Jon Quinday, Interim City Manager, of City of Abilene (Lessee) hereby certify that all payments due by Lessee under that certain Municipal Lease Agreement dated as of 7/23/2025 between as Lessee, and First Bank as Lessor, for the fiscal year ending 12/31/2025, are within the limits of Lessee's fiscal year Budget and thereby constitute an available, and unencumbered appropriation for Lessee. IN WITNESS WHEREOF, I have set my hand this the 23rd day of July, 2025.

LESSEE: City of Abilene

By: _____

Jon Quinday, Interim City Manager

NON-APPROPRIATION OF FUNDS

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

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

LESSEE: City of Abilene

By: _____

Jon Quinday, Interim City Manager

By: _____

Kelsey Briand, Interim Finance Director

By: _____

Shayla Mohr, City Clerk

INCUMBENCY CERTIFICATE

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

NAME	TITLE	SIGNATURE

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

SEAL

TO:

July 23, 2025

First Bank
128 S. Broadway
Sterling, KS 67579

RE: INSURANCE COVERAGE

Gentlemen:

This is to advise you that, in connection with our acquisition of equipment under lease with you, the following Insurance Agent has been instructed to have you designated as a loss payee and an additional insured, and provide you with liability insurance of at least \$500,000.00 under our insurance on the equipment.

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

Equipment Description: New Global M3-N Street Sweeper

Total Equipment Cost: \$307,517.00

LESSEE: City of Abilene

By: _____
Jon Quinday, Interim City Manager



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

CITY STAFF

Jon Quinday
Interim City Manager

Kelsey Briand
Interim Finance Director

Shayla Mohr
City Clerk/HR Director

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Jason Wilkins
Interim Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, July 28, 2025

Session: Regular Meeting

Topic: Incumbency Certificate and Lease Payment Agreement – Fire Truck

Department: Administration

Staff Contact: Jon Quinday, Interim City Manager, Kelsey Briand, Interim Finance Director

Background:

This allows the mayor to sign the Incumbency Certificate and Lease Payment Agreement with Community First National Bank for the lease payment to Rosenbauer SD for the firetruck chassis. This lease purchase was approved by the commission July 24, 2023.

Recommendation:

Fiscal Note:

none

Funding Source:

Fire Apparatus Fund – 007-000-531150

EXHIBIT A
PAYMENT REQUEST FORM

Community First National Bank, Escrow Agent under an Escrow Agreement dated as of 9/15/2023, by and among the said Escrow Agent, Community First National Bank (Lessor), and the City of Abilene, (Lessee) is hereby requested to pay, from the Equipment Acquisition Fund held under said Escrow Agreement, to the persons, firms or corporation designated below as payee, the amount set forth opposite each such person's firm's or corporation's name, in payment of the Acquisition Costs (as defined in said Escrow Agreement) of the Equipment described on the attached page(s) designated opposite such Payee's name and account.

<u>Payee</u>	<u>Amount</u>	<u>Equipment</u>
Rosenbauer SD	\$412,043.00	2025 Chassis #WM13994

By executing this Payment Request Form the Lessee hereby represents that the Payee or Payees listed above who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Lessee and that the amounts requested above by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees.

Partial Disbursement. The undersigned certifies that the following documents are attached to this Payment Request Form when there is a request for a partial release of funds from the Escrow Account to pay for a portion of the Equipment: (1) Invoice from the Vendor, (2) copy of the agreement between Lessee and Vendor (if requested by the Lessor or Escrow Agent), (3) front and back copy of the original MSO/Title (if payment from Escrow Account is for a chassis) listing Community First National Bank and/or its assigns as the first lien holder. By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted this portion of the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto in a proportionate amount of the total Rental Payment. By executing this Payment Request Form Lessee agrees that Lessee is the title owner to this portion of the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to this portion of the Equipment and keep the Lease in full force and effect.

Final Disbursement. The undersigned certifies that the following documents are attached to this Payment Request Form when there is a final release of funds from the Escrow Account: (1) Final Vendor Invoice, (2) Signed Acceptance Certificate, (3) Insurance Certificate, (4) front and back copy of the original MSO/Title listing Community First National Bank and/or its assigns as first lien holder (if not already received). By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto. By executing this Payment Request Form Lessee certifies that Lessee is the title owner to the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to the Equipment and keep the Lease in full force and effect.

LESSEE:
City of Abilene

Brandon Rein, Mayor
OR
Jon Quinday, Interim City Manager

Date

INCUMBENCY CERTIFICATE

RE: Lease Purchase Agreement, dated as of 9/15/2023 (the "Agreement") between Community First National Bank ("Lessor") and City of Abilene ("Lessee").

I the undersigned, DO HEREBY CERTIFY, I am a duly qualified and acting officer of City of Abilene and currently hold the position noted next to my signature. I have all authority necessary to execute the Payment Request Form, Acceptance Certificate, and any other documents related to the above mentioned lease agreement on behalf of City of Abilene.

X

Brandon Rein, Mayor

and/ or

X

Jon Quinday interim City Manager

I, the undersigned Secretary/Clerk for City of Abilene, further certify the person who signed directly above is a qualified and acting officer of the Lessee, a body corporate and politic duly organized and existing under the laws of the State of Kansas. This person is now serving in the official capacity as set forth above and their signature is genuine.

City of Abilene

Shayla Mohr, City Clerk

Date



ABILENE CITY COMMISSION – STUDY SESSION AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
July 28, 2025 – following the adjournment of the regular meeting

VIEW THIS CITY COMMISSION MEETING VIRTUALLY AT
www.abilenecityhall.com/watchlive

1. Call to Order – July 28, 2025, City Commission Study Session
2. July 28, 2025, City Commission Study Session Agenda
 - a. 2024 Audit Review – April Swartz, Varney and Associates, LLC
 - b. 2026 Budget Review – Tax Levied Funds – Interim City Manager Quinday/Interim Finance Director Briand
3. Consider a motion to adjourn the July 28, 2025, City Commission Meeting.

Future Meeting Reminders

- *City Commission Regular Meeting, August 11, 2025, at 4 pm.
- *City Commission Study Session, August 11, 2025 - following the adjournment of the regular meeting, will not start before 4:30 pm.
- *City Commission Regular Meeting, August 25, 2025, at 4 pm.
- *City Commission Study Session, August 25, 2025 – following the adjournment of the regular meeting, will not start before 4:30 pm.



City Commission

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Vice-Mayor

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Interim Chief of Police

Kale Strunk
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Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, July 28, 2025

Session: Study Session

Topic: Financial Statement and Independent Auditor's Report

Department: Finance

Staff Contact: Jon Quinday, Interim City Manager, Kelsey Briand, Interim Finance Director

Background:

The City of Abilene's Independent auditor, April Swartz, with Varney & Associates, CPAs, LLC, will present the audited financial statements for year ending December 31, 2024.

Recommendation:

Fiscal Note:

none

Funding Source:

General Fund, Audit Services

RESOLUTION NUMBER 081125-1

A RESOLUTION ACCEPTING THE INDEPENDENT AUDIT OF THE FINANCIAL STATEMENTS OF THE CITY OF ABILENE, KANSAS, FOR YEAR-ENDING DECEMBER 31, 2024, AS PREPARED BY VARNEY AND ASSOCIATES, CPAS, LLC.

WHEREAS, the City of Abilene (“City”) approved on July 27, 2020, a Five-Year Contract with Varney and Associates, CPAs, LLC (“Consultant”) for the purposes of providing an audit of the financial statements for the year-ending December 31, 2024.

WHEREAS, the Consultant has presented the audited financial statements for the year-ending December 31, 2024, to the City Commission.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Abilene, Kansas:

Section 1. Acceptance of Financial Statements. The Financial Statements and supplemental documents for the year-ending December 31, 2024, are hereby accepted.

Section 2. Distribution. The Financial Statement, including supplemental documentation, shall be provided to the Kansas Department of Administration and published to the City’s website. The City shall also provide the Financial Statement to such other entities as required by its Continuing Disclosure Policy, as adopted by Resolution No. 120814-1.

Section 3. Effective Date. The effects of this Resolution shall be in full force after its approval by the City Commission.

Adopted by the Governing Body and signed by the Mayor this 8th day of August 2025.

Brandon Rein, Mayor

(SEAL)

ATTEST:

Shayla L. Mohr, CMC, City Clerk



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Kale Strunk
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Public Works Director

City Commission Meeting Date: Monday, July 28, 2025

Session: Study Session

Topic: 2026 Budget Review – Tax Levied Funds

Department: Finance

Staff Contact: Jon Quinday, Interim City Manager

Background:

Budget review for City of Abilene 2026 Budget – Tax Levied Funds

Recommendation:

Fiscal Note:

none

Funding Source:

General, Library, Airport, Fire Apparatus Fund, Debt Service



Abilene, KS

Check Register

Packet: APPKT00540 - BILLS 071525

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Checking - Gen-AP Checking - General						
1000270	AALCO MANUFACTURING CO.	07/15/2025	Regular	0.00	110.00	2165
VEN01195	ADIN BRUNA	07/15/2025	Regular	0.00	500.00	2166
19396	APAC, INC - SHEARS	07/15/2025	Regular	0.00	3,334.36	2167
1000699	CATLETT AUTOMOTIVE INC	07/15/2025	Regular	0.00	240.71	2168
1000892	CBK INC	07/15/2025	Regular	0.00	25.37	2169
3140	CENTRAL MECHANICAL CONSTRUCT	07/15/2025	Regular	0.00	289.00	2170
1000192	CINTAS CORP NO. 2	07/15/2025	Regular	0.00	570.70	2171
3350	CNA SURETY	07/15/2025	Regular	0.00	50.00	2172
3380	CONRAD FIRE EQUIPMENT, INC	07/15/2025	Regular	0.00	6,060.74	2173
8145	CORE & MAIN LP	07/15/2025	Regular	0.00	1,204.28	2174
1000061	DK CTY ROAD & BRIDGE DEPT	07/15/2025	Regular	0.00	12,031.95	2175
4320	DK CTY SHERIFF	07/15/2025	Regular	0.00	1,080.00	2176
4370	DON'S TIRE & SUPPLY	07/15/2025	Regular	0.00	70.50	2177
VEN01226	FLINT HILLS NEUROPSYCHOLOGY	07/15/2025	Regular	0.00	400.00	2178
VEN01112	GWALTNEY LLC	07/15/2025	Regular	0.00	2,810.00	2179
VEN01224	JAE'S ELECTRIC LLC	07/15/2025	Regular	0.00	6,325.90	2180
11223	KANSAS ONE-CALL SYSTEM, INC	07/15/2025	Regular	0.00	151.62	2181
11454	KDHE-ENVIRO LAB	07/15/2025	Regular	0.00	1,493.00	2182
11239	KEY EQUIPMENT & SUPPLY	07/15/2025	Regular	0.00	466.08	2183
1000307	KVK, INC	07/15/2025	Regular	0.00	2,876.00	2184
23110	LUMBER HOUSE TRUE VALUE	07/15/2025	Regular	0.00	311.86	2185
999623	METRO COURIER, INC	07/15/2025	Regular	0.00	27.44	2186
11227	MIDWEST CONCRETE MATERIALS	07/15/2025	Regular	0.00	461.00	2187
14840	O.C.C.K., INC	07/15/2025	Regular	0.00	6,166.67	2188
14860	OLSSON	07/15/2025	Regular	0.00	43,532.50	2189
16021	PACE ANALYTICAL SERVICES	07/15/2025	Regular	0.00	646.80	2190
16195	PIONEER FARM INC	07/15/2025	Regular	0.00	253.41	2191
VEN01227	PUBLIC SECTOR HR ASSOCIATION OF	07/15/2025	Regular	0.00	120.00	2192
14171	QUADIENT FINANCE USA, INC	07/15/2025	Regular	0.00	472.24	2193
12012	ROASTER JOES, INC	07/15/2025	Regular	0.00	51.66	2194
VEN01085	ROE, RUSSELL	07/15/2025	Regular	0.00	250.00	2195
999036	RYLAND, CORINA	07/15/2025	Regular	0.00	200.82	2196
19180	SALINA SUPPLY CO	07/15/2025	Regular	0.00	141.31	2197
999901	SECURE SHRED OF N.C.K.	07/15/2025	Regular	0.00	43.25	2198
19892	SUPERIOR SANITATION SERVICE	07/15/2025	Regular	0.00	370.00	2199
999925	THE WHITE CORPORATION, INC	07/15/2025	Regular	0.00	65.00	2200
20355	TRAILS END CAR WASH	07/15/2025	Regular	0.00	127.00	2201
21050	UTILITY SERVICE CO, INC	07/15/2025	Regular	0.00	19,117.18	2202
1000566	VALOR AUTOMOTIVE	07/15/2025	Regular	0.00	280.00	2203
11221	VERIZON	07/15/2025	Regular	0.00	2,063.69	2204
22014	VISA - UMB ADMINISTRATION	07/15/2025	Regular	0.00	5,564.74	2205
22022	VISA - UMB AIRPORT	07/15/2025	Regular	0.00	442.87	2206
22015	VISA - UMB FIRE DEPT	07/15/2025	Regular	0.00	1,893.24	2207
5046	VYVE BROADBAND	07/15/2025	Regular	0.00	2,553.52	2208
VEN01222	WILLIAM SUNDE	07/15/2025	Regular	0.00	500.00	2209

Check Register

Packet: APPKT00540-BILLS 071525

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1000852	XEROX FINANCIAL SERVICES	07/15/2025	Regular	0.00	1,161.82	2210

Bank Code AP Checking - Gen Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	91	46	0.00	126,908.23
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	91	46	0.00	126,908.23

Fund Summary

Fund	Name	Period	Amount
099	POOLED CASH	7/2025	126,908.23
			<u>126,908.23</u>



Packet: PYPKT00191 - 07/18/2025 PAYROLL
Payroll Set: 01 - Abilene, KS

Pay Period: 06/29/2025 - 07/12/2025

Total Direct Deposits: 127,091.87
Total Check Amounts: 0.00

Males Paid: 72
Females Paid: 50
Unknown Paid: 0
Total Employees: 122

EARNINGS

Pay Code	Units	Pay Amount
CALL OUT	116.50	2,681.25
CALL OUT VOLUTEER	41.00	1,230.00
CELL ALLOWANCE	0.00	253.84
COMMISSION	0.00	1,050.00
COMP TIME USED	50.26	1,079.25
CORRECTION	0.00	265.87
FIELD TRAINING OFC	72.00	2,204.76
FITNESS ALLOW	0.00	15.00
FLOATING HL	16.00	380.96
Funeral Leave	24.00	706.80
HOLIDAY	440.00	11,299.92
HOURLY	3,365.25	85,847.65
NIGHT SHIFT	270.50	8,458.36
NIGHT SHIFT OT	20.00	929.10
OT	71.50	2,600.66
PART-TIME	2,096.25	25,033.80
PO SL NO KPERS/KPF	12.00	365.04
PO VAC NO KPERS	71.50	1,492.21
PO VACATION NO KPF	58.85	1,621.97
SALARY	449.00	22,838.39
SICK LEAVE	156.82	3,366.88
SPEC. EVENT	8.00	203.04
TRAINING	61.50	1,070.10
VACATION LEAVE	344.67	8,174.95
Total:	7,745.60	183,169.80

BENEFITS

Pay Code	Units	Pay Amount
COMP EARNED 1.0	23.25	0.00
COMP EARNED 1.5	7.13	0.00
FTC 457	0.00	320.00
IMPACT SPORTS	0.00	150.00
Total:	30.38	470.00

TAXES

Code	Subject To	Employee	Employer
FEDERAL W/H	161,910.53	12,383.23	0.00
MEDICARE	173,612.92	2,517.43	2,517.43
SOCIAL SECURITY	173,612.92	10,763.96	10,763.96
STATE TAXES	172,314.92	7,738.56	0.00
UNEMPLOYMENT	181,853.93	0.00	181.85
Total:		33,403.18	13,463.24

DEDUCTIONS

Code	Subject To	Employee	Employer
AFLAC PRE-TAX	0.00	663.08	0.00
AFLAC-AFTER TAX	0.00	287.56	0.00
CHILD SUPPORT	0.00	392.25	0.00
DENTAL INSURANCE	0.00	17.54	52.60
EMPOWER KPERS 457 PT	0.00	296.00	120.00
EMPOWER KPERS ROTH	0.00	122.00	100.00
FLEX SPEND MEDICAL	0.00	1,381.67	0.00
FTC 457	0.00	682.00	320.00
GARNISHMENT	0.00	0.00	0.00
HEALTH INS	0.00	7,176.16	21,423.94
HEALTH SAVINGS ACCT	0.00	210.00	100.00
IMPACT SPORTS	0.00	227.70	150.00
KP&F	67,164.22	4,802.25	16,569.41
KP&F OGLI	0.00	97.60	0.00
KPERS BUY BACK	2,822.40	573.52	0.00
KPERS OGLI	0.00	158.32	0.00
KPERS TIER 1	31,561.11	1,893.67	3,380.19
KPERS TIER 2	11,777.31	706.63	1,261.36
KPERS TIER 3	40,472.28	2,428.32	4,334.57
LPL FIN. OPEN/ROTH	0.00	175.00	0.00
LPL FINANCIAL 529	0.00	50.00	0.00
POLICE & FIRE INS	0.00	20.92	0.00
VISION CARE DIRECT	0.00	269.94	0.00
VISION SERVICE PLUS	0.00	42.62	0.00
Total:		22,674.75	47,812.07

RECAP 01 - Abilene, KS

Earnings:	183,169.80	Benefits:	470.00	Deductions:	22,674.75	Taxes:	33,403.18	Net Pay:	127,091.87
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