

## 2012 Resolutions

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|       | 2012                            | 1  | GAAP Resolutions                                      |  |
|       |                                 | 2  | Lease Resolution - Caterpillar                        |  |
| April | <del>July 16<sup>th</sup></del> | 3  | <del>Burn Ban</del> Helinger                          |  |
| 23    | April 23                        | 4  | RR Crossing   |  |
|       | 11                              | 5  | RR Crossing   |  |
|       | April 30                        | 6  | Solid waste mang. plan                                |  |
|       | 6-29                            | 7  | Burn Ban  |  |
|       | 7-16                            | 8  | Liberty Ins fund.                                     |  |
|       |                                 | 9  | Rd Vacation # 21 Road                                 |  |
|       | 11-13                           | 10 | move funds between Road Machinery / Bridge Build Fund |  |
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2012

RESOLUTION # 2012 - 1

WHEREAS the County of Chase, Kansas, has determined that the financial statements and financial reports for the year ended December 31, 2012 to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the Board of County Commissioners or the members of the general public of the County of Chase, and

WHEREAS there are no revenue bond ordinances or resolutions or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with. K.S.A. 75-1120a(a) for the year ended December 31, 2012.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of County of Chase, Kansas, in regular meeting duly assembled this 23rd day of January, 2011 that the Board of County Commissioners waives the requirements of K.S.A. 75-1120a(a) as they apply to the Chase County for the year ended December 31, 2012.

BE IT FURTHER RESOLVED that the Board of County Commissioners shall cause the financial statements and financial reports of the County of Chase to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

ADOPTED and approved this 23rd day of January, 2012.

  
Janice A. Gianville, Chairman

  
J.C. McNee, Member

  
Kenneth C. Dawson, Member

ATTEST:

  
Brande Studer, Chase County Clerk

2012-2  
ATTACHMENT B

**LESSEE'S AUTHORIZING RESOLUTION**

Whereas, CHASE COUNTY ROAD & BRIDGE (the "Governmental Entity"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Kansas (the "State"), is authorized by the laws of the State to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into contracts with respect thereto, and

Whereas, in order to acquire such equipment, the Governmental Entity proposes to enter into a lease-purchase transaction pursuant to that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar Financial Services Corporation, the form of which has been presented to the governing body of the Governmental Entity at this meeting;


Now, Therefore, Be It And It Is Hereby Resolved,

Section 1. Approval of Documents. The form, terms and provisions of the Agreement and all other schedules and exhibits attached thereto are hereby approved in substantially the form presented at this meeting, with such insertions, omissions and changes as shall be approved by counsel of the Governmental Entity or other members of the governing body of the Governmental Entity executing the same, the execution of such documents being conclusive evidence of such approval, and the persons holding the titles listed below or any other officer of the Governmental Entity who shall have the power to execute contracts on its behalf are hereby authorized and directed to execute, acknowledge, countersign and deliver the Agreement and all Exhibits attached thereto, and the Secretary/Clerk of the Governmental Entity is hereby authorized to attest to the foregoing and affix the seal of the Governmental Entity to such documents.

Section 2. Other Actions Authorized. The officers and employees of the Governmental Entity shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated hereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

Section 3. No General Liability. Nothing contained in this Resolution, the Agreement, or any other instrument shall be construed with respect to the Governmental Entity as incurring a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement.

Section 4. Authorized Signatories. Following are the true names, correct titles and specimen signatures of the incumbent officers referred to in the foregoing resolution:

| Name (Print or Type) | Title (Print or Type) | Signature  |
|----------------------|-----------------------|--|
| Janice A. Glanville  | Chairman of Board     |  |

Section 5. Effective Date. This Resolution shall be effective immediately upon its approval and adoption. This Resolution was adopted and approved on \_\_\_\_\_.

Signature:   
Secretary/Clerk

Name Printed: Brande Studer

Date: 1-23-12



**CATERPILLAR FINANCIAL SERVICES CORPORATION**  
**GOVERNMENTAL EQUIPMENT LEASE-PURCHASE AGREEMENT**  
**DOCUMENT PACKAGE**

## Explanation of Contents

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

**A. Governmental Equipment Lease-Purchase Agreement.** The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

**B. Delivery Certification.** The Delivery Certification is signed by you when you receive and confirm that the equipment being lease purchased under the Governmental Equipment Lease-Purchase Agreement is operational and in good working order. As we are not involved in the manufacture, selection or delivery of the equipment we are relying upon you to ensure that the equipment works.

**C. Lessee's Authorizing Resolution.** The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official.

**D. Verification of Insurance.** The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

**E. Opinion of Counsel.** An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

**F. Form of 8038G or GC.** Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance.

IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC

<http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

ATTACHMENT C

OPINION OF LESSEE'S COUNSEL

(Please Furnish this Text on Attorney's Letterhead)

Date: January 23, 2012

Lessor: Caterpillar Financial Services Corporation  
2120 West End Avenue  
Nashville, TN 37203-0001

Re: Governmental Equipment Lease-Purchase Agreement Transaction Number 1905921, by and between CHASE COUNTY ROAD & BRIDGE and Lessor.

Ladies and Gentlemen:

I have acted as counsel to Lessee in connection with the execution and delivery by Lessee of the Governmental Equipment Lease-Purchase Agreement described above, and all related exhibits, attachments and other documents necessary to consummate the transactions contemplated therein (collectively, the foregoing is referred to as the "Lease").

Based upon the foregoing examination and upon an examination of such other documents, records, and certificates and having made such other investigation as I consider necessary to render the opinions herein, I am of the opinion that:

1. Lessee is a County duly organized and legally existing as a political subdivision under the Constitution and laws of the State of Kansas (the "State") with full power and authority to enter into the Lease and to carry out its obligations thereunder and the transactions contemplated thereby.

2. The Lease has been duly authorized, executed and delivered by Lessee and, assuming due authorization, execution and delivery thereof by Lessor, constitutes the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally, and does not violate any judgment, order, law or regulation applicable to Lessee.

3. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery or performance by Lessee of the Lease or in any way to contest the validity of the Lease, to contest or question the creation or existence of Lessee or its governing body or the authority or ability of Lessee to execute or deliver the Lease or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease.

4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public records, public bidding and all other laws, rules and regulations of the State. The appropriation of moneys to pay the Lease Payments coming due under the Lease does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

5. The Lessee is within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and Treasury Regulations and Rulings related thereto, a state or fully constituted political subdivision or agency of a state. The portion of Lease Payments made by Lessee identified as the interest component thereof will not be includible as Federal gross income under applicable statutes, regulations, court decisions and rulings existing on the date of this opinion is not an item of tax preference and consequently will be exempt from present Federal income taxes except to the extent taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations.

Very truly yours,

  
\_\_\_\_\_

William T. North  
County Attorney

**GOVERNMENTAL EQUIPMENT LEASE-PURCHASE AGREEMENT**  
Transaction Number 1905921

Lessee: CHASE COUNTY ROAD & BRIDGE  
Address: PO BOX 529  
City: COTTONWOOD FALLS  
State: Zip KS 66845

Lessor: Caterpillar Financial Services Corporation  
Address: 2120 West End Avenue  
City: Nashville  
State/Zip: Tennessee 37203-0001

LESSOR SHALL BE UNDER NO OBLIGATION TO PURCHASE THE UNIT(S) AND ENTER INTO THIS LEASE UNLESS LESSEE EXECUTES AND RETURNS THIS LEASE-PURCHASE AGREEMENT TO LESSOR ON OR BEFORE FEBRUARY 9, 2012

**1. LEASE PAYMENTS; CURRENT EXPENSE.** Lessee agrees to pay the lease payments (the "Lease Payments") with respect to this Agreement during the term hereof in the amounts and on the dates specified below. A portion of each Lease Payment is paid as and represents the payment of interest and the balance of each Lease Payment is paid as and represents payment of principal. Lessor is authorized to insert the due dates of the Lease Payments and any other information that should be added hereto in order for this Agreement to reflect the specific agreements of the parties hereto. All Lease Payments shall be paid to Lessor without notice or demand at such place as Lessor may from time to time designate by written notice to Lessee. Lessee shall pay the Lease Payments exclusively from moneys legally available therefor in lawful money of the United States of America. The obligations of Lessee, including its obligation to pay the Lease Payments due in any fiscal year, shall constitute a current expense of Lessee for such fiscal year and shall not constitute an indebtedness of Lessee within the meaning of the constitution and laws of the State in which Lessee is located (the "State"). Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys (other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Paragraph) owing hereunder. EXCEPT AS PROVIDED IN PARAGRAPH 4, LESSEE'S OBLIGATIONS TO MAKE THE PAYMENTS TO LESSOR IN THE AMOUNTS REQUIRED HEREBY ARE ABSOLUTE AND UNCONDITIONAL. LESSEE FURTHER EXPRESSLY AGREES THAT IT WILL MAKE ALL SUCH PAYMENTS TO LESSOR REGARDLESS OF, AND WILL NOT ASSERT AGAINST LESSOR ANY DEFENSE, CLAIM, SETOFF, OR COUNTERCLAIM OR OTHER RIGHT EXISTING OR FUTURE WHICH LESSEE MAY HAVE AGAINST THE LESSOR OR ANY OTHER PERSON OR ENTITY FOR ANY REASON. As used in this Agreement, "Payments" shall mean the Lease Payments and any other amounts required to be paid by Lessee hereunder.

Lease Payments shall be paid by Lessee to Lessor as follows: \$39,564.04 will be paid in arrears and the balance of the Lease Payments is payable in 4 successive payments of which the first 3 payments are in the amount of \$39,564.04 each, and the last payment is in the amount of \$39,565.04 plus all other amounts then owing hereunder with the first Lease Payment due one \_\_\_\_\_ after the date that Lessor signs this Lease and subsequent Lease Payments due on a like day of each thereafter until paid in full. If Lessor does not receive a Lease Payment on the date it is due, Lessee shall pay to Lessor, on demand a late payment charge equal to the lesser of five percent (5%) of the payment not paid when due or the highest charge allowed by law, whichever is less.

The portion of the Lease Payments constituting principal shall bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 2.98% per annum.

**2. SECURITY INTEREST.** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the items of equipment (the "Equipment") described below. In order to secure all of its obligations hereunder, Lessee hereby: (a) grants to Lessor a first and prior security interest in any and all right, title, and interest of Lessee in the Equipment and in all additions, attachments, accessories, and substitutions thereto, and on any proceeds therefrom and (b) agrees to do any further act and hereby authorizes the filing of such financing statements, or to execute and deliver such certificates of title, notices or acknowledgements or other instruments in form satisfactory to Lessor necessary or appropriate to evidence such security interest. Lessee at its expense will protect and defend Lessor's security interest in the Equipment and will keep the Equipment free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.

Description of Unit(s)

Serial#

VIN#

(1) 12M Caterpillar Motor Grader 1991 00981

199100981

Lessee certifies that it has an immediate need for and expects to make immediate use of substantially all the Equipment, which need is not temporary or expected to diminish during the term of this Agreement. The Equipment will be used by Lessee for the purpose of performing one or more of Lessee's governmental functions consistent with the scope of Lessee's authority and not in any trade or business carried on by a person other than Lessee.

**3. WARRANTIES.** LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND EXPRESS OR IMPLIED AS TO THE EQUIPMENT. AS TO LESSOR, LESSEE'S LEASE AND PURCHASE OF THE EQUIPMENT SHALL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS." Lessee shall enforce all warranties, agreements and representations, if any, with regard to the Equipment against the maker of such warranties. Except pursuant to an amendment as provided herein, no person is authorized to waive or alter any term or condition of this Agreement.

**4. NONAPPROPRIATION.** Lessee covenants and represents to Lessor that: (a) Lessee will, to the extent permitted by State law include in its budget for each successive fiscal year during the term of this Agreement a sufficient amount to permit Lessee to discharge all of its obligations hereunder; (b) Lessee has budgeted and has available for the current fiscal year sufficient funds to comply with its obligations under this Agreement and (c) there are no circumstances presently affecting Lessee that could reasonably be expected to adversely affect its ability to budget funds for the payment of same due hereunder. Notwithstanding any provision of this Agreement to the contrary, Lessor and Lessee agree that in the event that prior to the commencement of any of Lessee's fiscal years Lessee does not have sufficient funds appropriated to make the Payments due hereunder for said fiscal year, Lessor shall have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving Lessor sixty (60) days prior written notice of its intent to cancel this Agreement. No later than the last day of the last fiscal year for which appropriations were made for the Payments due hereunder (the "Return Date") Lessee shall return to Lessor all, but not less than all, of the Equipment at Lessee's sole expense in accordance with Paragraph 18, and this Agreement shall terminate on the Return Date without penalty or expense to Lessee; and Lessee shall not be obligated to pay the Lease Payments beyond such fiscal year provided that Lessee shall pay all Lease Payments and other Payments for which moneys have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set by Lessor for each month in part instead that Lessee fails to return the Equipment.



**5. TAX WARRANTY.** Lessor is validly existing as a body corporate and public instrumentality of the State with the power and authority to enter into this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. Lessee shall, at all times, do and perform all acts and things necessary and within its control in order to assure that the interest component of the Lease Payments received by the Lessor shall, for the purposes of Federal income taxation, be excluded from the gross income of the Lessor and shall not take or permit any act or thing that could cause the interest component of the Lease Payments received by the Lessor to be included in the gross income of the Lessor for the purposes of Federal income taxation. The Equipment will not be used in any trade or business carried on by a person other than Lessee. Lessee will report this Lease Purchase to the Internal Revenue Service by filing Form 8038G, 8038C or 8038 whichever is applicable. Failure to do so will cause the agreement to lose its tax exempt status. Lessee agrees that if the appropriate form is not filed, the interest rate will be adjusted to the equivalent taxable interest rate.

**6. ASSIGNMENT.** Lessee may not, without Lessor's written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of its right, title and interest in and to this Agreement and the Equipment and/or grant or assign a security interest hereon, in whole or in part. Lessor may not transfer, sell, assign, pledge, hypothecate or otherwise dispose of its right, title and interest in and to this Agreement and the Equipment and/or grant or assign a security interest hereon, in whole or in part.

**7. INDEMNITY.** To the extent permitted by law, Lessee assumes liability for, agrees to and does hereby indemnify, protect and hold harmless Lessor and its agents, employees, officers, directors, subsidiaries and stockholders from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects) and whether or not discoverable by Lessee or Lessor, operation, ownership, sale, action, delivery, storage, leasing or return of any item of Equipment, regardless of where, how and by whom operated, or any failure on the part of Lessee to accept the Equipment or otherwise to perform or comply with any conditions of this Agreement. The indemnities contained in this Paragraph shall continue in full force and effect notwithstanding the termination of this Agreement. Lessee is an independent contractor and nothing contained in this Agreement shall authorize Lessee or any other person to operate or use any Equipment so as to incur any obligation on behalf of Lessor or impose any liability on Lessor. Nothing in this Agreement is intended nor should any provision of this Agreement be construed to, limit, waiver, abridge or otherwise modify any rights, claims, or causes of action that the Lessee may have against any person or entity other than Lessor.

**8. LOSS AND DAMAGE.** Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment or any part thereof from any cause whatsoever. No loss, theft, destruction or damage of the Equipment shall relieve Lessee of the obligation to make Lease Payments or to perform any obligation owing hereunder. In the event of loss, theft, destruction or damage of any kind to any item of the Equipment, Lessee shall immediately notify Lessor and, at the option of Lessor, shall: (a) place the same in good repair, working order and condition (ordinary wear and tear excepted); or (b) replace the same with like equipment in good repair, working order and condition (ordinary wear and tear excepted). The "net proceeds" (as defined in the last sentence of this Paragraph) of any insurance recovery shall be applied to clause (a) or (b) as provided above unless an Event of Default shall have occurred and be continuing in which case the net proceeds shall be paid to Lessor to the extent of, and applied to the amount due and payable to Lessor under this Agreement. Any net proceeds remaining after application of net proceeds in accordance with the preceding sentence shall be paid to, and belong to, Lessee. If the net proceeds of any insurance recovery are insufficient to pay in full for the repair, restoration or replacement of the Equipment, Lessee shall either complete the work to the satisfaction of Lessor, and pay any costs in excess of the net proceeds without any claim for reimbursement or credit from Lessor or pay the then applicable purchase price for the Equipment (as determined by Lessor according to its usual and customary manner) plus all Payments then due and owing hereunder. "Net proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including reasonable attorney's fees) incurred in the collection of such claim or award.

**9. INSURANCE.** Lessee agrees to keep the Equipment insured to protect all interests of Lessor, at Lessee's expense, for such risks, in such amounts, in such forms and with such companies as Lessor may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage and personal liability and property damage liability insurance. Lessor may (but shall not be obligated to) insure the Equipment at the expense of Lessee. Any insurance policies relating to loss or damage to the Equipment will name Lessor as loss payee as its interests may appear and the proceeds may be applied toward the replacement or repair of the Equipment or the satisfaction of the Payments due hereunder. Any such policies shall contain a provision that they may not be cancelled or the coverage reduced without thirty (30) days prior written notice to Lessor. Any liability insurance policies will name Lessee and Lessor as co-insured and the proceeds shall be applied first to Lessor to the extent of its liability if any and the balance to Lessee. Lessee shall furnish certificates, policies or endorsements to Lessor as proof of such insurance. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premiums under any insurance policy issued on the Equipment and hereby assigns to Lessor all of its right, title and interest in and to such insurance policies and the proceeds thereof. If Lessor is self insured with respect to equipment such as the Equipment, Lessee shall maintain an actuarially sound self-insurance program in form satisfactory to Lessor and shall provide evidence thereof in form and substance satisfactory to Lessor.

**10. TAXES, MAINTENANCE AND INSPECTION.** The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. Nevertheless, if the use, possession or acquisition of the Equipment is determined to be subject to taxation, Lessor shall pay when due all taxes and governmental charges assessed or levied against or with respect to the Equipment. Lessee agrees to use, operate and maintain the Equipment in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Equipment and in accordance with the U.S. Department of Transportation or appropriate regulatory agency requirements, and shall not rent the same or permit the same to be used by anyone other than Lessee or Lessee's employees. Lessee agrees to keep the Equipment in good repair, working order and condition (ordinary wear and tear excepted) and house the same in suitable shelter and to permit Lessor or its assigns to inspect the Equipment at any time and to otherwise protect its interests therein. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for the Equipment will be provided by Lessor. Without the prior written consent of Lessor, Lessee shall not make any alterations, modifications or attachments to the Equipment that cannot be removed without materially damaging the functional capabilities or economic value of the Equipment. In the event the Equipment is returned to Lessor, the Lessee, at its sole cost and expense and at the request of Lessor, will remove all alterations, modifications and attachments, and repair the Equipment, as necessary to return the Equipment to the condition in which it was furnished, ordinary wear and tear and permitted modifications excepted. All replacement parts shall be free and clear of liens of others and shall become part of the Equipment and subject to the terms hereof.

**11. LATE PAYMENTS AND PERFORMANCE OF LESSEE'S OBLIGATIONS BY LESSOR.** If (a) any Payment other than a Lease Payment is not paid when due or (b) Lessor fails to perform any of its obligations hereunder and Lessor performs the same for the account of Lessee and incurs expenses, costs, penalties or liabilities in so doing ("Reimbursable Expenses"), Lessee shall pay interest on such Payment from the date due and, with respect to the Reimbursable Expenses, from the date incurred, in each case until paid, at the rate of eighteen (18%) percent per annum (or, if such rate is in excess of the maximum rate permitted by law, the maximum rate permitted by law).

**12. DEFAULT.** The following shall constitute an event of default under this Agreement and the terms "Event of Default" and "default" shall include, whenever they are used in this Agreement, the following: (a) subject to Paragraph 4 hereof, failure by Lessee to pay any Lease Payment or any other Payment required to be paid when due and such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Agreement or any writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect; (d) any determination by the United States Internal Revenue Service that the portion of the Payment constituting "interest" is includable in the gross income of Lessor for Federal income tax purposes; or (e) the filing of a petition in bankruptcy by or against Lessee, or failure of Lessee promptly to lift any execution, garnishment, or attachment of such consequences as would impair the ability of Lessee to carry on its governmental functions, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into agreement of composition with creditors or the approval by a court of competent jurisdiction of any adjustment of indebtedness of Lessee, or the dissolution or liquidation of Lessee.

**13. REMEDIES.** Whenever any Event of Default shall have occurred, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps: (a) Lessor may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by Lessee; (b) Lessor may repossess any or all of the Equipment by giving Lessee written notice to deliver the Equipment to Lessor in the manner provided in Paragraph 1d, or in the event Lessee fails to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including



has had a attorney fees. Lessee hereby expressly waives any damages occasioned by such repossession. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Lease Payments due during the fiscal year then in effect. (c) if Lessor terminates this Agreement and takes possession of the Equipment or any portion thereof, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs, including, but not limited to, attorneys' fees) incurred in securing possession of the Equipment; (ii) all expenses incurred in completing the disposition of the Equipment; (iii) any sales or transfer taxes; (iv) all costs and expenses incurred by Lessor to return the Equipment to the condition required by Paragraph 18 hereof; and (v) all Payments whether due or due in the future hereunder. Any disposition proceeds remaining after these disbursements have been made shall be paid to Lessee. In addition, Lessor may exercise any other right, remedy or privilege that may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations hereunder. Lessor's rights and remedies are cumulative and may be exercised concurrently or separately. No such right or remedy is exclusive of any other right or remedy permitted by this Agreement or by law or in equity. Further, if Lessor finances Lessee's obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, Lessor may cancel such extended warranty agreement on Lessee's behalf and receive the refund of the extended warranty agreement fees that Lessor financed but had not received from Lessee as of the date of Event of Default. To the extent that Lessee is entitled to a refund from Lessor for any reason, Lessee agrees that Lessor shall have the right to effect any obligation that Lessee has with Lessor or Lessor's affiliate with such refund, and in the event that a refund is less than or equal to Lessor's cost of returning such refund to Lessee, Lessor may retain such refund if no obligation to Lessor or Lessor's affiliates exists.

**14. NOTICES.** For the purpose of this Agreement any notices required to be given shall be given to the parties hereto in writing and by certified mail at the address herein set forth or to such other addresses as each party may substitute by notice to the other, which notice shall be effective upon its receipt.

**15. DELIVERY, TITLE.** Lessee has advised Lessor of its desire to lease the Equipment, the cost of the Equipment, the expected delivery date and the desired lease terms for the Equipment. Lessee shall order such Equipment and shall cause such Equipment to be delivered pursuant to Lessee's directions. Lessor shall have no liability to Lessee, or to any other person for transportation, delivery or installation of the Equipment. Lessee shall bear the risk of loss with respect to any Equipment. Notwithstanding the designation of Caterpillar Financial Services Corporation as Lessor, Caterpillar Financial Services Corporation shall not own the Equipment. Unless applicable law requires to the contrary, legal title to the Equipment, including, if applicable, any software license component thereof shall, so long as an Event of Default or the termination of this Agreement pursuant to Paragraph 4 hereof has not occurred, and only as provided by law, is in Lessee. Upon the occurrence of an Event of Default or termination of this Agreement pursuant to Paragraph 4 hereof, full and unencumbered legal title to the Equipment shall pass to the Lessor without the necessity of further action by the parties hereto, and the Lessee shall have no further interest therein. In connection with the reversion of title to Lessor, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of Lessee's title and interest therein, and upon request by the Lessor, the Lessee shall deliver possession of the Equipment to the Lessor at Lessee's sole cost and expense and in the condition required by Paragraph 18 hereof.

**16. MISCELLANEOUS.** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by both parties. In the event any provision hereof shall be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between Lessee and Lessor and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement.

**17. JURY TRIAL WAIVER.** THE PARTIES TO THIS AGREEMENT HEREBY UNCONDITIONALLY WAIVE, IN A KNOWING AND INTENTIONAL MANNER, THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR RELATED DOCUMENTS, ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER HEREOF OR ANY RELATED TRANSACTIONS AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN THEM.

**18. RETURN OF EQUIPMENT.** If Lessor is entitled to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (ordinary wear and tear excepted), shall be in good operating order and maintenance as required hereby, shall be free and clear of any liens (except Lessor's lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of this Agreement shall remain in full force and effect including, without limitation, Lessee's obligation to pay Lease Payments and to insure the Equipment.

**19. OTHER DOCUMENTS.** In connection with the execution of this Agreement, Lessee shall cause to be delivered to Lessor (i) a Delivery Certification substantially in the form attached hereto as Attachment A; (ii) a certified copy of Lessee's Authorizing Resolution substantially in the form attached hereto as Attachment B; (iii) a Verification of Insurance substantially in the form attached hereto; (iv) an opinion of Lessee's counsel substantially in the form attached hereto as Attachment C; (v) a form 8038 G or 8038 GC as required under the Code; and (vi) any other documents or items required by Lessor.

**20. APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws, excluding the laws relating to the choice of law, of the State

Lessee  
CHASE COUNTY ROAD & BRIDGE

Lessor:  
Caterpillar Financial Services Corporation

Signature: Janice A. Glanville

Signature: \_\_\_\_\_

By: Janice A. Glanville

By: \_\_\_\_\_

Title: Chairman of Board

Title: \_\_\_\_\_

Date: 1-23-2012

Date: \_\_\_\_\_

**EXHIBIT 2  
Concluding Payment Schedule to  
Governmental Agreement**

Quote number: 418-6182

Dated 1-23, 2012

between  
Caterpillar Financial Services Corporation  
and  
CHASE COUNTY (12M 60MO GOV)

Description of Unit: 1 Caterpillar 12M serial # B9F00981

| Date         | Number of Payments Made | Beginning Balance | Payment Amount | Balloon | Interest 2.98000% | Concluding Payment (0) |
|--------------|-------------------------|-------------------|----------------|---------|-------------------|------------------------|
| Dec 30 11    | 0                       | 81,396.10         | 0.00           | 0.00    | 0.00              | 181,296.10             |
| Dec 30 12    | 1                       | 181,296.10        | 39,564.04      | 0.00    | 5,302.62          | 147,134.68             |
| Dec 30 13    | 2                       | 147,134.68        | 39,564.04      | 0.00    | 4,384.62          | 111,955.26             |
| Dec 30 14    | 3                       | 111,955.26        | 39,564.04      | 0.00    | 3,336.26          | 75,727.48              |
| Dec 30 15    | 4                       | 75,727.48         | 39,564.04      | 0.00    | 2,280.68          | 38,420.12              |
| Dec 30 16    | 5                       | 38,420.12         | 39,565.04      | 1.00    | 1,144.92          | 0.00                   |
| <b>TOTAL</b> |                         |                   | 197,821.20     | 1.00    | 16,525.10         |                        |

0. Does not include any rent payment or other amount then due.

Initialed: AG  
(Lessee)

## FOLEY EQUIPMENT GOVERNMENTAL REPURCHASE AGREEMENT

|                 |  |                |             |
|-----------------|--|----------------|-------------|
| Customer:       | CHASE CO ROAD & BRIDGE                 | Manufacturer:  | Caterpillar |
| Contact Person: | JANICE GLENVILLE                       | Model:         | 12M         |
| Telephone:      |  | Serial Number: | 0B9F00981   |
| Address:        | PO BOX 529, COTTONWOOD FALLS, KS 66845 | Hour/Meter:    | 10          |

### Repurchase Option

Customer shall, on or before January 6, 2021, advise Foley Equipment Company, in writing, whether Customer intends to retain Equipment. Should Customer by said date advise Foley Equipment Company, in writing, that it does not desire to retain the Equipment after said date, and if (in addition) (i) Customer has fulfilled all its obligations hereunder (including, but not limited to, the Foley Equipment Purchase Agreement to which this has been added), (ii) the Equipment has fewer actual hours than the Hours Limit, and (iii) upon return of the equipment, the equipment's condition shall meet or exceed those requirements listed herein, then Foley Equipment Company shall purchase from Customer (and Customer shall sell, free from any lien, claim, or encumbrance and with warranty of title) the Equipment for \$82,500. If the Equipment should reach the Hour Limit of 10000 hours prior to the end of the 11 years, Foley Equipment Company shall not be obliged to repurchase the equipment, but will attempt to negotiate a new repurchase price with Customer.

During the term of this Agreement, Foley Equipment Company shall have first option to purchase the Equipment from Customer upon any proposed sale or transfer of the Equipment.

### Maintenance

"During the term of this agreement, Customer shall, at its expense, maintain the Equipment under a preventive maintenance program by qualified personnel who possess a working knowledge of the mechanical operation of the Equipment in the manner and in accordance with any schedule recommended or specified by the manufacturer and in a manner which will not limit any manufacturer's warranty thereon. All components, fuels, and fluids installed on or used in connection with the Equipment must meet the manufacturer's standards. The engine must be maintained in accordance with the manufacturer's recommendations as to service intervals and in conformance with the manufacturer's warranty. Lubricating and hydraulic fluid samples will be taken during preventative maintenance as recommended by the manufacturer and a written record of analysis results shall be maintained by the Lessee. Any malfunction of the hour meter shall be reported to Foley Equipment Company in writing, within thirty (30) days of any such malfunction. In addition, Customer shall maintain the Equipment in compliance with all applicable laws, rules, and regulations."

### For Municipal Customers Only

If Customer is a Municipality and acquired the covered equipment with a Governmental Lease-Purchase Agreement between Caterpillar Financial Services Corporation ("Lessor") and Customer ("Lessee"), Foley and Customer acknowledge that the Agreement between Lessor and Lessee provides that, "In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for payments due under this Lease, Lessee will immediately notify Lessor of such occurrence and the Lease shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Lessee, except as to the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available." In the event of such termination, this Agreement shall expire and be of no further force or effect.

### Return of Equipment

- A. Customer shall give written notice to the Foley Equipment Company at least ninety (90) days prior to the expiration of this agreement of its intent to return to Foley Equipment Company all, but not less than all, of the Equipment.
- B. Such notice shall contain a detailed inventory of the Equipment and all components and attachments comprising the Equipment
- C. At any time within sixty (60) days prior to expiration of this agreement, upon receiving reasonable notice from the Customer, Customer shall make the Equipment available for on-site operational inspections by Foley Equipment Company or potential purchasers.
- D. Not more than thirty (30) days prior to the expiration of this agreement, Customer shall at its own cost and expense, provide Foley Equipment Company with the report of a certified dealer or manufacturer of the Equipment, or qualified Equipment maintenance provider, acceptable to Foley Equipment Company, certifying that a comprehensive physical inspection and testing of the Equipment has been performed and that such Equipment is in the condition required by this agreement.
- E. Upon the expiration of this agreement, Customer shall store the Equipment on behalf of Foley Equipment Company in a secure and protected environment for up to ninety (90) days without charge.

F. Upon Delivery of each Item of Equipment to Foley Equipment Company, such Item of Equipment shall be in the following condition.

- (i) The Equipment shall have good, clean overall appearance. All Customer installed identification, decals and advertising markings that are not necessary for the operation, maintenance or repair of the Equipment will be removed in a workman like manner without damage to the Equipment's finish.
- (ii) Tires shall be same size, type, tread, grade, and manufacturer (or other manufacturer of similar quality) as installed at delivery to Customer at the commencement of this agreement. The tires on each Item of Equipment shall be original casings with at least fifty percent (50%) of original tread remaining.
- (iii) Undercarriage track tension shall be properly adjusted to manufacturer's specifications, lubrication seals will not leak, track shoes and fasteners will not contain any cracks or breaks, and all components of the undercarriage will be of the same original size, type, grade and manufacturer as installed at delivery to Customer at the commencement of this agreement. The undercarriage will have at least fifty percent (50%) of original life remaining on all parts.
- (iv) The power train assembly shall be subjected to an oil sample and analysis. Results of the analysis and comparison to maintenance records must show that wear on the assembly does not exceed the manufacturer's then current standards for contamination or normal wear. There shall be no leaking fluids.
- (v) Brake system components shall operate within manufacturer's recommended tolerances and shall show no signs of fluid or oil leaks. Brake drums or disc shall not be cracked and shall not be worn in excess of the manufacturer's recommended wear limits. Brake friction linings shall have at least fifty percent (50%) remaining wear.
- (vi) Hydraulic systems. All pumps, motors, valves and cylinders shall be in good operating condition with no fluid leaks. The hydraulic system shall be subjected to an oil sample analysis in accordance with the manufacturer's recommendations. Results of the analysis and comparison to maintenance records must show that wear on the assembly does not exceed the manufacturer's then current standards for normal wear or contaminants. All motors and pumps will meet manufacturer's rated specifications.
- (vii) All air filters shall be within manufacturer's specifications.
- (viii) Cab interior headliner, heater and air conditioner must be present and in good condition. Seat may be worn but not damaged. All gauges, switches and controls must be present and functional.
- (ix) The alternator shall operate to manufacturer's specifications and the battery must accept and hold a charge. All wire harnesses must be properly routed, secured, clean and free of cracks or breaks. All motors, gauges and indicators shall be intact and in operating condition. On-board computer, electronic control and test systems, if installed, must be in good operating condition to meet manufacturer's specifications.
- (x) The engine must have at least fifty percent (50%) remaining life before the next overhaul or replacement at 10,000 hours. Determination of satisfaction of this requirement shall be made by subjecting the engine to manifold pressure, oil analysis, blowby, turbo boost pressure and exhaust back pressure tests that show wear does not exceed the manufacturer's then current standards. All test shall be performed by a factory authorized service center, at Customer's expense, and in accordance with the manufacturer's then recommended standards and procedures.
- (xi) If any of the Equipment is equipped with a blade, bucket or other attachments, the attachments shall be in good operating condition with no major dents or holes and no broken or cracked teeth or cutting edges.
- (xii) For each Item of Equipment the cost to repair physical damage, including but not limited to door operation, floor damage, dents in exterior or interior frame and body panels, may not exceed Two Hundred Fifty Dollars (\$250.00). Wear items such as bearings, belts pins and bushings, and drive chains will be within manufacturer's recommended tolerance. Each Item of Equipment shall be free of rust, washed, cleaned and/or steam cleaned, where applicable prior to return. Paint will be original color with slight weathering allowed. Each Item of Equipment will be in compliance with all applicable government safety standards and regulations G. Upon return of the Equipment, Customer shall provide Foley Equipment Company with copies of all maintenance and repair records for each Item of Equipment.
- (xiii) The compaction wheel on compaction equipment shall be the same or similar quality as installed at delivery to Customer at the commencement of this agreement. The compaction wheel shall still have at least fifty percent (50%) of the original tip adapter remaining.

H. The Equipment will be transported in accordance with the manufacturer's recommendation and all applicable government laws, rules and restrictions (collectively, the "Laws") If shipment is delayed Customer shall provide free, secure storage of the Equipment until the Equipment can be transported in accordance with the Laws."

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

|                 |   |                                |
|-----------------|---|--------------------------------|
| Customer        | Signed <u>Janice A. Glanville</u>       | Date <u>1-23-2012</u>          |
|                 | Printed Name <u>Janice A. Glanville</u> | Title <u>Chairman of Board</u> |
| Foley Equipment | Signed <u>Shane Adam</u> KP             | Date <u>1-6-12</u>             |
|                 | Printed Name <u>Shane Adam</u>          | Title <u>VP SALES</u>          |

FOLEY INDUSTRIES

Foley Equipment Company \* Foley Power Solutions  
Foley Rental



Wichita \* Chanute \* Colby \* Concordia \* Dodge City \* Great Bend  
\* Liberal \* Manhattan \* Park City \* Salina \* Topeka  
For credit inquiries on your account, please call (316) 529-5845

SOLD TO

SHIP TO

CHASE COUNTY ROAD & BRIDGE  
PO BOX 529  
COTTONWOOD FALLS KS

66845-0529

REP

|              |          |          |      |    |   |      |   |        |
|--------------|----------|----------|------|----|---|------|---|--------|
| EMSL00018555 | 01-05-12 | 016143   | PAUL | 50 | G | 061  | 2 | 1      |
| S64748       | 01-04-12 |          | 1G   |    |   |      |   | 158802 |
| AA           | 12M      | B9F00981 |      |    |   | 13.0 |   | 0GN687 |

CUSTOMER CONTACT: PAUL JONES

EQUIPMENT SALE  
CATERPILLAR 2011 MODEL 12M  
MOTORGRADER  
1.0 ID NO: 0GN687 SERIAL NO: B9F00981  
REF: 349-2550 PIN: \*CAT0012MAB9F00981\* 195,972.12  
1.0 349-3047 12M MOTORGRADER  
1.0 264-2392 MOLDBOARD, 14 FT, BASIC  
1.0 0P-9003 HITCH, TOWING  
1.0 352-2103 LANE 3 ORDER  
1.0 246-6097 GLOBAL ARRANGEMENT  
1.0 284-1060 LINES, STANDARD W/O ACCUMULATOR  
1.0 350-8807 NO COMPRESSOR  
1.0 235-6188 BASE & 2 (FL, RIP)  
1.0 252-0714 PRODUCT LINK, PL321  
1.0 302-2142 TIRES, 14.0R24 BS VKT 1\* MP  
1.0 351-0163 LANGUAGE, ENGLISH  
1.0 349-3067 SNOW ARRANGEMENT  
1.0 255-1335 COMFORT PACKAGE - 1  
1.0 278-1842 PRECLEANER, SY-KLONE  
1.0 233-3296 CAMERA, REAR VISION  
1.0 285-8738 MIRRORS, OUTSIDE HEATED 24V  
1.0 255-1336 GUARD, TRANSMISSION  
1.0 257-5176 HEATER, ENGINE COOLANT, 120V  
1.0 0P-6690 MOUNTING, FRONT LIFT  
1.0 ATT: AA 250-0615-144 CATERPILLAR  
1.0 ID NO: JGN0046 BLADE EXT  
1.0 250-0615 EXTENSION, BLADE, 2' LEFT HAND  
1.0 BLADE EXT STIDY IN CRATE

RETURN PARTS ARE SUBJECT TO FOLEY EQUIPMENT COMPANY  
RETURN POLICY AVAILABLE AT EACH FOLEY FACILITY

TERMS ON APPROVED CHARGE ACCOUNTS:

PAYMENT IS DUE ON OR BEFORE THE 10TH OF THE  
MONTH FOLLOWING INVOICE DATE. ANY PAST DUE  
BALANCES WILL BE SUBJECT TO INTEREST CHARGES  
AT THE RATE OF 1.5% PER MONTH (18% PER ANNUM)

|                 |   |  |
|-----------------|---|--|
| PAY THIS AMOUNT | ⇒ |  |
| AMOUNT CREDIT   | ⇒ |  |

PLEASE REMIT TO:

1550 S. West Street  
Wichita, KS 67213



**FOLEY INDUSTRIES**

Foley Equipment Company \* Foley Power Solutions  
Foley Rental

Wichita \* Chanute \* Colby \* Concordia \* Dodge City \* Great Bend  
Liberal \* Manhattan \* Park City \* Salina \* Topeka  
For credit inquiries on your account, please call (316) 529-5845

**MACHINE INVOICE**

SOLD TO

CHASE COUNTY ROAD & BRIDGE  
PO BOX 529  
COTTONWOOD FALLS KS

SHIP TO

66845-0529

REP

|              |          |          |      |    |   |      |   |        |
|--------------|----------|----------|------|----|---|------|---|--------|
| EMSL00018555 | 01-05-12 | 016143   | PAUL | 50 | G | 061  | 2 | 2      |
| S64748       | 01-04-12 |          | 1G   |    |   |      |   | 158802 |
| AA           | 12M      | B9F00981 |      |    |   | 13.0 |   | 0GN687 |

1.0 100% AS OF 3/9/2011

6.0 STATE TIRE TAX

\*\*\*\*\*  
WARRANTY: SEE WARRANTY DOCUMENTS  
\*\*\*\*\*

TERMS: PAYMENT DUE UPON RECEIPT OF INVOICE

DOWN PAYMENT

(14,992.02)

cat finance document fee

316.00

"no other fees included in the lease purchase  
except for cat financial document fee as listed  
on the lease purchase agreement"

PLEASE REMIT TO:  
1550 S. West Street  
Wichita, KS 67213

|                 |    |            |
|-----------------|----|------------|
| PAY THIS AMOUNT | -> | 181,296.10 |
| AMOUNT CREDIT   | -> |            |

**THANK YOU FOR YOUR BUSINESS!**

8038-GC

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales (Under Internal Revenue Code section 149(e))

Caution: If the issuer is a private financing issuer, see the following instructions for Form 8038-GC.

Part I Reporting Authority

Check box if Amended Return

- 1. Issuer's name (Do not check this box if the issuer is a private financing issuer.)
2. Issuer's employer identification number
3. Name of the issuer (Do not check this box if the issuer is a private financing issuer.)
4. Issuer's address (Do not check this box if the issuer is a private financing issuer.)
5. Report to the issuer (Do not check this box if the issuer is a private financing issuer.)
6. Name of the issuer's preparer (Do not check this box if the issuer is a private financing issuer.)
7. Issuer's preparer's employer identification number

Part II Description of Obligations (Check one: a single issue or a consolidated return)

- 8a. Issue name of obligations (see instructions)
b. Issue date (single issue) or date (date) (consolidated). Enter date in mm/dd/yyyy format. (For example, 01/01/2009) (see instructions)
9. Amount of the reported obligation on Line 8a that is:
a. For leases for vehicles
b. For leases for office equipment
c. For leases for real property
d. For leases for other (see instructions)
e. For bank loans for vehicles
f. For bank loans for office equipment
g. For bank loans for real property
h. For bank loans for other (see instructions)
i. Debt for land purchase
j. Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)
k. Other
10. If the issuer has designated any issue under section 205(a)(5)(B)(ii) (small issuer exception), check this box
11. If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)
12. Vendor's or bank's name
13. Vendor's or bank's employer identification number

Table with 11 rows labeled 8a through 9k, corresponding to the description of obligations.

Sign Here

Signature of issuer's authorized representative: Janice A. Glanville

Date: 1-23-2012

Type or print name and title: Janice A. Glanville

Paid Preparer's Use Only

Preparer's signature and information

Preparer's information and signature

General Instructions

On the instructions page to the Federal Register...

Purpose of Form

Form 8038-GC is used to report the issue of a tax-exempt obligation...

Who Must File

Issuers of tax-exempt governmental obligations with a face amount of more than \$1,000,000...

Issuers of a tax-exempt governmental obligation with a face amount of \$1,000,000 or less must file Form 8038-GC...

Filing a separate return for a single issue...

A consolidated return must be filed for a private financing issuer...

an arbitrage rebate to pay a penalty in lieu of arbitrage rebate...

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with a face amount of more than \$100,000...

These issuers may file a separate Form 8038-GC for each of a number of small issues...

When To File

File a separate return for a single issue filed on Form 8038-GC on or before the 15th day of the month...

File a consolidated return for multiple issues on Form 8038-GC on or before the 15th day of the month...

Late filing. If you file this form after the deadline...

Form 8038-GC, 2007-2012, is blank if it is determined that the issuer is not due to withhold receipts...

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury...

Other Forms That May Be Required

For retaining arbitrage or paying a penalty in lieu of arbitrage rebate...

Form 8038-GC Receipt Acknowledgment

If you wish to request an acknowledgment receipt for this return...

- If you have a lien against the property, you must provide a copy of the lien.
- If you have a lien against the property, you must provide a copy of the lien.
- If you have a lien against the property, you must provide a copy of the lien.

### Rounding to Whole Dollars

Round to the nearest whole dollar. If the amount is a whole dollar, round down. If the amount is not a whole dollar, round up.

### Definitions

**Obligations.** Includes the mortgage interest deduction, the charitable contribution deduction, the state and local tax deduction, and the energy-related tax credit.

**Example obligation.** This is a bond, whether or not it is a qualified obligation, that is used to purchase a car.

**Private activity bond.** This is a bond that is used to purchase a car.

- If you are the issuer of the private activity bond, you must file Form 8878 with your return.
- If you are the issuer of the private activity bond, you must file Form 8878 with your return.
- If you are the issuer of the private activity bond, you must file Form 8878 with your return.

If you are the issuer of the private activity bond, you must file Form 8878 with your return.

Issue. An obligation is issued if the issuer of the obligation is the same as the issuer of the obligation. If the issuer of the obligation is the same as the issuer of the obligation, the obligation is issued.

**Arbitrage rebate.** Generally, referred to as a federal arbitrage rebate, it is the amount of the arbitrage rebate that is paid to the issuer of the obligation.

**Construction issue.** This is an obligation that is issued to a contractor.

1. If the issuer of the obligation is a contractor, the issuer of the obligation is the contractor.
2. If the issuer of the obligation is a contractor, the issuer of the obligation is the contractor.

If the issuer of the obligation is a contractor, the issuer of the obligation is the contractor.

## Specific Instructions

For each item, the issuer of the obligation must provide the information and documents listed in the instructions. If the issuer of the obligation is a contractor, the issuer of the obligation must provide the information and documents listed in the instructions.

### Part I—Reporting Authority

**Amended return.** An amended return is a return that is filed after the original return is filed. It is used to correct errors on the original return.

The amended return must be filed with the original return or within 90 days of the date the original return is filed.

**Line 1.** If the issuer of the obligation is a contractor, the issuer of the obligation must provide the information and documents listed in the instructions.

**Line 2.** If the issuer of the obligation is a contractor, the issuer of the obligation must provide the information and documents listed in the instructions.

**Lines 3 and 4.** If the issuer of the obligation is a contractor, the issuer of the obligation must provide the information and documents listed in the instructions.

**Line 5.** This line is for IRS use only. Do not make any entries on this box.

### Part II—Description of Obligations

Check the issuer's name, the issuer's address, and the issuer's telephone number.

**Line 6a.** The issuer's name, the issuer's address, and the issuer's telephone number.

**Line 6b.** The issuer's name, the issuer's address, and the issuer's telephone number.

**Lines 9a through 9d.** Complete this section for each property that is an obligation that is used to purchase a car.

**Lines 9a and 9b.** For line 9a, enter the amount of the obligation that will be used to purchase a car.

Line 9c. Enter the amount of the obligation that will be used to purchase a car.

Line 9d. Enter the amount of the obligation that will be used to purchase a car.

Line 10. Check the box that indicates the issuer of the obligation.

Line 11. Check the box that indicates the issuer of the obligation.

Line 12. Enter the amount of the obligation that will be used to purchase a car.

Line 13. Enter the amount of the obligation that will be used to purchase a car.

### Signature

An authorized representative of the issuer of the obligation must sign the return.

### Paid Preparer

If a paid preparer is preparing the return, the preparer must sign the return.

Generally, anyone who is paid to prepare a return must sign the return.

- Sign the return in the space provided for the preparer's signature.
- Enter the preparer's information on the return.
- Have a copy of the return to the issuer.

### Paperwork Reduction Act Notice

We ask for the information on this form to carry out the internal revenue laws of the United States.

You are not required to provide the information requested on a form that is not required by the Paperwork Reduction Act unless the form displays a valid OMB control number.

The time to complete this form is estimated to vary depending on the individual's circumstances.

**Learning about the law or the form.** For more information, visit the IRS website.

**Preparing the form.** Copying, assembling, and sending the form to the IRS.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you.



**RESOLUTION 2012-3**

**A RESOLUTION ENCOURAGING THE GOVERNOR OF THE STATE OF KANSAS TO CAREFULLY CONSIDER ANY CHANGE IN THE MEDICAID OR HEALTH CARE PROVISIONS FOR PERSONS WITH INTELLECTUAL AND DEVELOPMENTAL DISABILITIES TO REMOVE LONG-TERM CARE SERVICES FOR SAID PERSONS FROM THE PROPOSED PRIVATIZED MANAGED CARE PLAN, AND TO CONTINUE PRESENT STATE-COUNTY-APPOINTED COMMUNITY DEVELOPMENTAL DISABILITY (CDDO) ADMINISTRATION OF THIS SERVICE DELIVERY SYSTEM**

WHEREAS, Article 7 of the Kansas Constitution establishes that the state shall care for and support persons with intellectual and developmental disabilities; and

WHEREAS, the Developmental Disability Reform Act of 1995 and Article 64 of the Kansas Administrative Regulations establishes that services for persons with intellectual and developmental disabilities shall be provided by means of a system of contracts between the State of Kansas and County-appointed CDDO's, who, in turn, contract with private service providers; and

WHEREAS, the current public-private contracting structure provided efficient, effective and privatized Medicaid waiver home and community based service delivery with less than 3% administrative payment to CDDO's; and

WHEREAS, the State of Kansas plans to transform Medicaid through additional privatization by adding another system of contracting with three managed care vendors; and

WHEREAS, the proposed privatization with three managed care vendors calls into question which administrative entity and appeal structure is ultimately responsible for long-term care services and supports for persons with intellectual and developmental disabilities; and

WHEREAS, the life-long need for long-term services and support for persons with intellectual and developmental disabilities is not reduced by providing enhanced medical and behavioral health care coordination, health homes, and preventative healthcare; and

WHEREAS, persons with intellectual and developmental disabilities can benefit from plans to provide enhanced medical/behavioral health care coordination, health homes, and preventative health care to improve health outcomes.

NOW, THEREFORE, BE IT RESOLVED, ORDERED, AND ORDAINED by the Board of County Commissioners of Chase County, Kansas, that the Commissioners do hereby urge the Governor's administration to:

1. Remove the system of long-term care for individuals with intellectual and developmental disabilities from January 2013 implementation of Medicaid managed care; and
2. Maintain the current state/community developmental disability contracting, administration, dispute resolution, and appeal system; and
3. Include intellectual and developmental disabilities in proposed Medicaid managed care plans for integrated medical/behavioral health care coordination, health homes, and preventative health care to improve health outcomes; and
4. Reconsider how proposed savings on long-term care for individuals with intellectual and developmental disabilities can be achieved with Medicaid managed care without reducing benefit levels, provider reimbursement, or eligibility; and
5. Protect vulnerable Kansans by thorough and open vetting of potential managed care vendors for history of Medicaid fraud/abuse of public funds, customer satisfaction/timely reimbursement for services delivered, and historical performance of improved health and financial savings outcomes.

ADOPTED by the Board of Commissioners of Chase County, Kansas this 23<sup>rd</sup> day of April, 2012.

BOARD OF COUNTY COMMISSIONERS  
CHASE COUNTY, KANSAS

  
Janice A. Glanville, Chairman

  
J.C. McNee, Member

  
Kenneth C. Dawson, Member

ATTEST:

  
Brande Studer, County Clerk



RESOLUTION NO. 2012-4

1st Priority

BE IT RESOLVED, that the Board of County Commissioners of the County of Chase, Kansas, hereby requests the Kansas Department of Transportation to investigate the BNSF Railroad Company's crossing (DOT # 009490 A) on \_\_\_\_\_ X Road, located approximately 3 miles west of Saffordville, Ks. for necessary warning devices.

BE IT RESOLVED, on this 23 day of April 2012.

BOARD OF COUNTY COMMISSIONERS

Chase County, Kansas

Janis A. Glanville, Chairman

J. C. Moore, Vice-Chairman

\_\_\_\_\_, Member

ATTEST:

Blonde Studer, County Clerk

Send to: William M. Sothers, P. E.  
Coordinating Engineer  
Kansas Department of Transportation  
700 SW Harrison Street  
Topeka, KS 66603-3754

RESOLUTION NO. 2012-5 2<sup>nd</sup> Priority

BE IT RESOLVED, that the Board of County Commissioners of the County of Chase, Kansas, hereby requests the Kansas Department of Transportation to investigate the BNSF Railroad Company's crossing (DOT # 008788J) on \_\_\_\_\_ 140 Road, located approximately 2 miles east of Cedar Point, Ks. for necessary warning devices.

BE IT RESOLVED, on this 23 day of April 2012.

BOARD OF COUNTY COMMISSIONERS

Chase County, Kansas

\_\_\_\_\_  
Janis A. Danforth, Chairman

\_\_\_\_\_  
J. C. M. G. M., Vice-Chairman

\_\_\_\_\_  
\_\_\_\_\_, Member

ATTEST:

\_\_\_\_\_  
Brandie Studer, County Clerk

Send to: William M. Sothers, P. E.  
Coordinating Engineer  
Kansas Department of Transportation  
700 SW Harrison Street  
Topeka, KS 66603-3754

**RESOLUTION NO. 2012-6**  
**A RESOLUTION RELATING TO THE SOLID WASTE**  
**MANAGEMENT PLAN OF CHASE COUNTY, THE CITY OF EMPORIA,**  
**AND LYON COUNTY, KANSAS**

WHEREAS the Board of County Commissioners of Chase County, Kansas met in due and regular session on this April 30, 2012; and

WHEREAS the solid waste planning committee met on April 10, 2012, at the City Water Plant Meeting Room with members of that committee being present for the purpose of the Annual Review of the Solid Waste Management Plan which Lyon County is required by statute to have; and

WHEREAS the Solid Waste Management Plan Annual Review for Chase County, the City of Emporia and Lyon County dated January 2012, was adopted with amendments as set out in the Solid Waste Management Planning Committee meeting Minutes of April 10, 2012.

**NOW, THEREFORE BE IT RESOLVED,** by the Board of County Commissioners of Chase County, Kansas that the Solid Waste Management Plan Annual Review for Chase County, The City of Emporia and Lyon County, Kansas dated January 2012 along with the amendments made to that Plan made by the Solid Waste Committee meeting of April 10, 2012, held at the City Water Plant Meeting Room is hereby adopted as the Solid Waste Management Plan Annual Review for Chase County, The City of Emporia and Lyon County, Kansas by the Board of County Commissioners of Chase County upon publication.

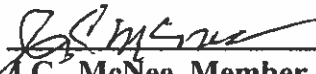
**BOARD OF COUNTY COMMISSIONERS**  
**CHASE COUNTY, KANSAS**



Janice A. Glanville, Chairman



Kenneth C. Dawson, Member

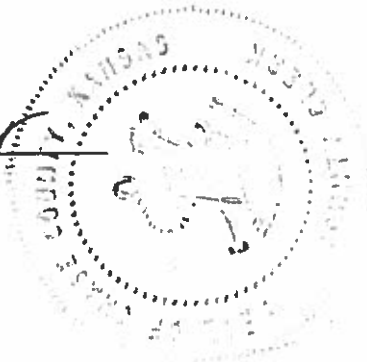


J.C. McNee, Member

ATTEST:



Brande Studer, County Clerk



RESOLUTION NO. 2012-17

BY THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS  
OF CHASE COUNTY, KANSAS

By virtue of the authority vested in me by the Kansas Emergency Preparedness Act, Chapter 48, Article 9, of the Kansas Statutes Annotated, to meet the threat of emergency or disaster to which the County and its citizens are being exposed, I hereby proclaim a **STATE OF LOCAL DISASTER EMERGENCY** as follows:

**NATURE OF IMMINENT THREAT OF DISASTER:**

The grassland and cropland of Chase County, Kansas, form an important part of our economy, provide for protection of watersheds, forage for livestock, refuge for wildlife and recreational opportunities. Wildfires endanger these resources, real and personal property, and lives of residents and visitors in these areas. Extremely low precipitation and windy weather conditions have created an extreme fire hazard in the grassland and cropland of Chase County, Kansas. Once started, these fires are difficult to control and strain both paid and volunteer fire department manpower and resources and require the use of critical resources. The fire danger is extreme across Chase County, Kansas. The dry condition and fire danger will continue unabated until weather conditions improve across the County.

**DATE THAT IMMINENT THREAT OF DISASTER AFFECTED THE AREAS:**

Commencing June 30, 2012, at 8:00 a.m. and continuing.

**AREAS AFFECTED BY THE IMMINENT THREAT:**

Entire Chase County, Kansas.

I hereby proclaim, direct, and order the Chase County Director of Emergency Preparedness to activate the disaster response and recovery portion of the county Disaster Emergency Plan as applicable. Local and interjurisdictional disaster plans applicable to the political subdivisions or areas affected by the **PROCLAMATION** shall be coordinated by the Chase County Director of Emergency Preparedness.

Further, effective immediately, I hereby prohibit all citizens and visitors in Chase County, Kansas from doing the following:

- (1) Careless use of smoking materials, including cigarettes, cigars and smoking pipes. Discard shall be in a manner to preclude threat from smoldering remains.
- (2) Building, maintaining, attending or using any open or camp fires except in permanent stoves or fireplaces or barbeque grills in developed recreational sites or residential lawns. All ashes shall be discarded in a safe manner to avoid threat of fire.
- (3) Burning of all fence rows, fields, pastureland, agricultural grasslands, wetlands, ravines, trash and debris as prescribed except as permitted by the County Fire Chief. Agricultural grasslands may be burned when wind conditions are below fifteen (15) miles per hour and fire equipment is on site to control fire. Prior

written approval must be obtained from the County Fire Chief before agricultural burning can be performed. The person setting the fire shall remain in visual distance of the fire until it is properly extinguished.

I hereby direct all law enforcement and fire department agencies in this County to enforce this Order.

Any and all of the powers conferred upon the Chairman of the Board of County Commissioners of Chase County, Kansas may be designated to the Chase County Director of Emergency Preparedness as deemed appropriate during this period of Proclaimed State of Disaster Emergency. This may be delegated by written orders or oral order subsequently reduced to writing with reference to this **PROCLAMATION**.

This **PROCLAMATION** shall be in full force and effect for a period not to exceed seven (7) days from the declared effective date set forth herein unless consented to in accordance with the provisions of K.S.A. 48-932.

This **PROCLAMATION** shall be filed promptly with the Chase County Clerk and each City Clerk as appropriate in the area to which this Proclamation applies. Further, dissemination of this Proclamation shall occur by means calculated to bring its contents to the attention of the general public. This Proclamation shall be in effect from 8:00 a.m. Daylight Time, June 30, 2012.

Done at the Chase County Courthouse,  
Cottonwood Falls, Kansas under the Seal of the  
County this 29th day of June, 2012

  
\_\_\_\_\_  
Janice Glanville, Chairman of the Board of  
County Commissioners of Chase County, Kansas

**ATTEST:**

  
\_\_\_\_\_  
Brandi Studer, Chase County Clerk

**ADOPTED** this 29<sup>th</sup> day of June, 2012

Concurrence in and Consent to:

  
\_\_\_\_\_  
Kenneth Dawson, Commissioner

\_\_\_\_\_  
J.C. McNee, Commissioner

RESOLUTION NO. 2012- 8

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CHASE COUNTY, KANSAS, ESTABLISHING A LINE ITEM FOR INSURANCE WITHIN THE GENERAL FUND OF THE COUNTY AND TRANSFERRING THE BALANCE OF THE SPECIAL LIABILITY EXPENSE FUND TO THE GENERAL FUND.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CHASE COUNTY, KANSAS,:

SECTION 1. There is hereby created within the General Fund Account of the County a line item named "Insurance".

SECTION 2. The Insurance line item within the General Fund shall be used for the payment of insurance premiums, payment of claims, provide for legal defense and direct and indirect costs related thereto.


SECTION 3. The fund balance within the Special Liability Expense Fund is hereby transferred to the General Fund of the County.

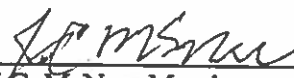
SECTION 4. This resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 16 day of July, 2012.

BOARD OF COUNTY COMMISSIONERS,  
CHASE COUNTY, KANSAS

  
Janice A. Glanville, Chairperson

  
Kenneth C. Dawson, Member

  
J.C. McNee, Member

ATTEST:

  
Brande Studer, County Clerk



**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CHASE COUNTY, KANSAS, CONCERNING THE VACATION OF A PORTION OF A CERTAIN COUNTY ROAD PURSUANT TO K.S.A. 68-102 ET SEQ.**

WHEREAS, notice of proposal to vacate the following County Road, to wit:

That portion of County Road Number 21, as appears in the official Road Records of Chase County, Kansas, from its north Right of Way junction with County Road 467, north to the Northwest corner of the South Half of the South West Quarter of Section 4, Township 20 South, Range 7 East of the Sixth Principal Meridian, in Chase County, Kansas

has been given by the County Clerk of Chase County, Kansas, as provided by law and proof thereof is filed of record in the office of said County Clerk.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CHASE COUNTY, KANSAS, in regular meeting assembled, that:

Section 1. The following described County Road, to wit:

That portion of County Road Number 21, as appears in the official Road Records of Chase County, Kansas, from its north Right of Way junction with County Road 467, north to the Northwest corner of the South Half of the South West Quarter of Section 4, Township 20 South, Range 7 East of the Sixth Principal Meridian, in Chase County, Kansas

is hereby determined to not be a public utility by reason of neglect, non-use, inconvenience and from other causes including, but not limited to, impassability and general decay.

Section 2. By reason of the same, expenditure of public funds to restore and thereafter maintain said road would be unjustified.

BE IT FURTHER RESOLVED that the above described road be, and the same is hereby, vacated pursuant to the provisions of K.S.A. 68-102 and 68-102a, inclusive, as amended.

BOARD OF COUNTY COMMISSIONERS  
CHASE COUNTY, KANSAS

  
Janice A. Glanville, Chairman

ATTEST:

  
Brande Studer, Chase County Clerk

2012

RESOLUTION

No. 2012-10

WHEREAS, the Board of Chase County Commissioners of Chase County, Kansas has heretofore established a special fund as provided by K.S.A. 68-141g, as has designated such fund by the title of "Road Machinery and Bridge Building Fund", subject to the limitations and for the purposes as herein stated:

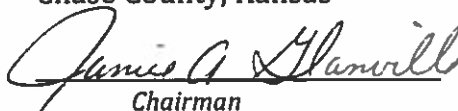
AND WHEREAS, approximately \$ 181,344.06 remains on hand and unexpended from the budget of the Road and Bridge Fund of Chase County, Kansas for the year 2012 which sum was subject to legal expenditure during the year 2012.

NOW, THEREFORE, BE IT RESOLVED that the Treasurer of Chase County, Kansas credit the Road Machinery and Bridge Building Fund the sum of \$ 80,000 and debit the amount of the sum total to the Road and Bridge Fund, and the County Treasurer and County Clerk are directed to make the necessary accounting entries to accomplish this transfer. It is further found that the sums transferred do not exceed twenty-five percent (25%) of such, subject to legal expenditure for roads, bridges, and highways within Chase County, Kansas and that such transfer is authorized by statute and will be required for the financing of special improvement projects, the cost of which will exceed the money annually available from current revenues.

AND BE IT FURTHER RESOLVED, that all of such additional sums as may remain unencumbered on December 31, 2012, as revealed by the audit of the County records, to be transferred from the said Road and Bridge Fund to said Road Machinery Fund, such transfer to be completed without further order of the Board upon determination of the exact sum of unencumbered available fund by the official audit.

ADOPTED THIS 13 day of November, 2012.

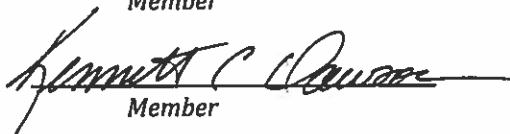
Board of County Commissioners  
Chase County, Kansas

  
Chairman

ATTEST:

  
County Clerk

Member

  
Member