

August 10, 2021

Board of Trustees
Garden City Community College
801 Campus Drive
Garden City, KS 67846

Dear Trustees:

The Board of Trustees will meet in regular session on **Tuesday, August 10, 2021**. The meeting will be held by Zoom. Please Join from a PC, Mac, iPad, iPhone, or Android device: <https://zoom.us/j/96884727990>

Webinar ID: 968 8472 7990

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 602 753 0140 or +1 669 219 2599 or +1 669 900 6833 or +1 720 928 9299
or +1 971 247 1195 or +1 206 337 9723 or +1 213 338 8477 or +1 253 215 8782 or +1 470 250 9358 or +1
470 381 2552 or +1 646 518 9805 or +1 646 558 8656 or +1 651 372 8299 or +1 786 635 1003 or +1 267 831
0333 or +1 301 715 8592 or +1 312 626 6799

For **PUBLIC COMMENTS** please contact Jodie Tewell, jodie.tewell@gcccks.edu by 5:00 pm CST Tuesday, August 10, 2021.

5:30 PM Dinner in the **Broncbuster Room**

6:00 PM Regular board meeting called to order in the BTSC Endowment Room

AGENDA

I. CALL TO ORDER:

- A. Comments from the Chair
- B. Report from SGA
- C. Introduction of new employees

II. CONSENT AGENDA Action

- A. Approval of minutes of previous meetings (July 13, 2021)pg 4
- B. Approval of personnel actions-Human Resourcespg 14
 - B-1 Human Resources Reportpg 15
 - B-2 Adjunct/Outreach Contractspg 16
- C. Financial informationpg 17
 - C-1 Monthly Summary Published Funds Operating Revenues and Expenses
 - C-2 Checks processed in excess of \$50,000pg 18
 - C-3 Revenues
 - C-4 Expenses
 - C-5 Cash in Bankpg 19

D. Negotiated Agreement Liquidated Damages	pg 20
E. Resolution 2021-H Authorization Entering Into the Lease Purchase Transaction	pg 21

III. CONFIRMATION OF MONITORING REPORTS:

A. Monitoring Reports and ENDS	Consensus Approval
A-1 Annual, Board Job Description #7	Policy Gov. pg 19
B. Review Monitoring Report	
B-1 B-2 Monitoring Report – Annual, Mission	Policy Gov. pg 3
B-3 Annual, Budgeting/Financial Planning/Forecasting #1, #2....	Policy Gov. pg 11
B-4 Annual, Financial Condition #1, #2, #3	Policy Gov. pg 12
B-5 Bi-Annual, Executive Limitation #7	Policy Gov. pg 9

IV. OTHER

- A. Open comments from the public
 - 1. Public Comment: 30 minutes total, 5 minutes per individual. Comments should be relevant to matters over which the Board has authority. Speakers should respect the rights of all persons, and they should not engage in personal attacks or disruptive behavior. This time is not intended to be a question-and-answer time. The Board cannot take any binding action on matters not on the agenda. The Board has a right to conduct an orderly and efficient public meeting.
 - 2. Comments directed to the Board should pertain to Ends; Mission, Essential Skills, Work Preparedness, Academic Advancement, Personal Enrichment, and Workforce Development.
- B. President’s Report
- C. Incidental Information
- D. Report from FCEDC
- E. Report from KACCT
- F. Report from Faculty Senate
- G. Accreditation Update

V. OWNERSHIP LINKAGE

Upcoming Calendar Dates:

August 11	Board of Trustee Meeting, 6:00 p.m. Beth Tedrow Student Center, Endowment Room
August 14	New Student Orientation
August 17	Classes Begin
August 17-20	Students Services extended hours (open until 6 PM)
August 19	Coffee with the President McDonald’s East, 8AM
August 27	Special Board Meeting – Transportation Building Approval 7:30AM
September 8	BOT Meeting

VI. EXECUTIVE SESSION

VII. ADJOURNMENT

Dr. Ryan Ruda
President

Dr. Marilyn Douglass
Chairman

Mission: *Garden City Community College exists to produce positive contributors to the economic and social well-being of society.*

Five Ends: *Essential Skills, Work Preparedness, Academic Advancement, Personal Enrichment, Workforce Development.*

Purposes for Executive Sessions

a. Personnel matters of non-elected personnel

b. Consultation with the body's attorney

c. Employer-employee negotiation

d. Confidential data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorship

e. Matters affecting a student, patient, or resident of public institutions

f. Preliminary discussions relating to acquisition of real property

g. Security, if open discussion would jeopardize security

**GARDEN CITY
COMMUNITY COLLEGE
July 13, 2021**

Trustees Present: Leonard Hitz, Dr. Blake Wasinger, Dr. Marilyn Douglass, Beth Tedrow, Shanda Smith, David Rupp

Others Present: Dr. Ryan Ruda, President
Karla Armstrong, Vice President
Colin Lamb, Vice President
Marc Malone, Vice President
Lance Miller, Executive Information Officer
Matt Stockemer, Web and Systems Administrator
Madilyn Rider, Public Relations Coordinator
Craig Lurtz, Transportation Coordinator
Derek Ramos, Dean of Facilities
Mark Hinde, Community Member
Mark Douglass, Community Member
Toni Douglass, Community Member
Aaron Kucharik, Community Member
Meghan Flynn, Garden City Telegram
Jodie Tewell, Executive Assistant to the President

CALL TO ORDER:

Chair Douglass called the board meeting to order at 6:06 pm.

COMMENTS FROM THE CHAIR:

Chair Douglass welcomed everyone back to open meetings that will take place in the Endowment Room moving forward.

The Board would like to welcome back students to the July summer session. Students are ready to go and have gotten checked into the dorms. We are excited to see everyone getting back to campus. Still following COVID testing protocols.

Fort Hays State University transfer center at GCCC is open, and the FHSU staff has moved in and started operations in the Saffell Library.

The Board participated in the Budget retreat on June 29, 2021. Dr. Ruda and Karla presented the plan for 2021-2022. It was a robust meeting, and we are good financially.

The SGA advisors have asked if the Board will move the SGA report to the top of the agenda when they return for fall semester, and the Board agreed.

*Meeting of Trustees
July 13, 2021*

INTRODUCTION OF NEW EMPLOYEES:

No new Employees

II. CONSENT AGENDA

Chair Douglass requested a motion to amend the consent agenda to include the page that was excluded from the packet of adjunct/outreach faculty contracts.

Motion to accept the Consent Agenda items to include the page that was excluded as part of B- II.

Motion: Blake Wasinger

Second: David Rupp

Ayes: Tedrow, Rupp, Hitz, Wasinger, Smith, Douglass

Nays: None

Carried: 6 – 0

Trustee Smith asked for H, D-1 to be pulled from the agenda. Chair Douglass asked to pull Items E, F and G from agenda.

Motion to pull Item D-1, E, F, G and H for further discussion and approve the remaining Items A, B, C, D-2, D-3, and I.

Motion: Beth Tedrow

Second: Blake Wasinger

Ayes: Tedrow, Rupp, Hitz, Wasinger, Smith, Douglass

Nays: None

Carried: 6- 0

Item D-1: Approval of Property Insurance

Karla Armstrong explained that the increase in costs is not due to GCCC claims but the insurance is a consortium. GCCC will be taking this out for bid next year. We have been with IMA, Inc. since 2014. The increase is not reflective on our history. Property market is a hard market now with all the catastrophic losses nationwide. The Midwest Higher Education Impact and the K-state library fire impacted the premium rating dramatically. The storms in western KS have concerned the reinsurance markets. Going forward we will be looking into the Gallagher group which is a primary insurer of all K-12 schools in KS and last year opened the market for community colleges. It will take approximately four months to change companies.

*Meeting of Trustees
July 13, 2021*

Motion to accept Item D-1 Approval of Property Insurance as presented.

Motion: Blake Wasinger

Second: Shanda Smith

Ayes: Tedrow, Rupp, Hitz, Wasinger, Smith, Douglass

Nays: None

Carried: 6 – 0

Item E: Negotiated Agreement

As indicated in the packet, Dr. Ruda highlighted changes in the agreement that was ratified by GC3 on June 7th. This includes a 3.5% cost of living increase, increase overload pay from \$600/hour to \$700/hour per credit hour. Winter session would move to \$800/hour. An academic title structure has been added which does not have a monetary structure attached. Dr. Ruda commended the work of the board team, along with Karla, Randy, and GC3 educators. There was discussion on people who are members on the negotiating committee; it is the boards pleasure who is on the committee.

Motion to accept negotiated agreement as presented.

Motion: David Rupp

Second: Beth Tedrow

Ayes: Tedrow, Rupp, Hitz, Wasinger, Smith, Douglass

Nays: none

Carries: 6 – 0

Trustee Hitz asked about a provision for military leave; it is a college policy and federal law.

Item F: Cost of Living Increase for Employees.

During the budget retreat the board had conversations regarding statutory changes that are impacted by Senate Bill 13. The budget will not be presented to the board until September; typically cost of living increase starts in August. We have proposed a 3.5% increase cost of living for all employees. It also allowed us to look for hourly employees that are in lieu of the 3.5% increase to add a \$1200 yearly increase. Any time we can take care of employees it is the institution's prerogative to do so. The \$1200 increase to their annual pay would be adjusted monthly and goes to the base salary.

*Meeting of Trustees
July 13, 2021*

Motion to accept administrative recommendation of 3.5% increase along with the \$1200 increase for hourly employees effective with August payroll.

Motion: Beth Tedrow

Second: Shanda Smith

Ayes: Tedrow, Rupp, Hitz, Wasinger, Smith, Douglass

Nays: none

Carries: 6 – 0

Item G: Board Resolution Revenue Neutral Rate

As indicated at the budget retreat, Senate Bill 13 changed the timelines for taxing entities. The mill rate will be based upon the evaluation from the county. We will notify the county clerk by July 20 of our intent to exceed the Revenue Neutral Rate. If the board does not take action to increase the revenue neutral rate, then our evaluation comes in lower in November. Our recommendation is to give notice to the county clerk that we will exceed the mill rate, so that we do not have to work with a negative rate. It does not mean that we are going to increase or decrease the rate; it gives us flexibility and we are not locked in. Other taxing entities locally are taking the same measures.

Motion to approve the resolution to exceed the revenue neutral rate as presented by Dr. Ruda.

Motion: Blake Wasinger

Second: David Rupp

Ayes: Tedrow, Rupp, Hitz, Wasinger, Smith, Douglass

Nays: none

Carries: 6 – 0

Item H: Ocelot

Ocelot is an AI chatbot. Dr. Ruda discussed what the program would offer our students and visitors to the college webpage. This is a way to offset when offices are closed in the evenings or holidays to connect students to forms that they need. The heaviest time for student use is 2 am to 7 am. The program comes preloaded with over 100,000 questions and answers and has four different language options. This program will also help align us to the strategic plan of student engagement.

Motion to approve Ocelot as presented by Dr. Ruda.

Motion: Blake Wasinger

Second: Beth Tedrow

Ayes: Tedrow, Rupp, Hitz, Wasinger, Smith, Douglass

Nays: none

Carries: 6 – 0 Motion carries.

Trustee Hitz readdressed Item II – I. Derek Ramos discussed the safety and technology offered by the M2 Freightliner being added to the fleet

(A) Approval of minutes of previous meetings
(Supporting documents filed with official minutes)

(B) Approval of personnel actions-Human Resources
(Supporting documents filed with official minutes)

(C) Financial information
(Supporting documents filed with official minutes)

(D-2) Item D-2: Approval of Workman's Compensation
(Supporting documents filed with official minutes)

IV. CONFIRMATION OF MONITORING REPORTS:

A. Monitoring Reports and ENDS**Consensus Approval**

A-1 Monitoring Report – Annual, Mission

President Ruda has done a great job of keeping us in a good position even through the pandemic. Karla as well. Chair Douglass congratulated Dr. Ruda on getting new grants and partnerships.

Motion to approve the acceptance of Dr. Ruda's interpretation of the college's Mission.

Motion: Leonard Hitz

A-2 Annual, Budgeting/Financial Planning/Forecasting #1, #2

A-3 Annual, Financial Condition #1, #2, #3

A-4 Bi-Annual, Executive Limitation #7, #8

Discussion regarding the early childhood education program and Industrial Maintenance.

Motion to rescind the first motion to approve first monitoring report.

Motion: Leonard Hitz

Carried: 6 - 0

Board accepts monitoring reports as presented.

B. Review Monitoring Report

B-1 Monitoring Report -Annual - Academic Advancement

No recommendations

B-2 Annual Executive Limitations, Asset Protection #5

No recommendations

B-3 Annual Executive Limitations, Compensation and Benefits

Discussion that we should review all employment contracts that go to the attorney. The only contracts we have are the president's and employee contracts. No recommendations.

C. C-1 Policy Gov Review: Treat of People #5 & Board Job Description #1-E

Started discussion last month on whether to further define diversity, equity or inclusion. The Board tabled the discussion over the Treatment of People until next month.

Board Job description: There is access on the website regarding the presidents description. To date there has been no comments or feedback through the website.

Trustees requested a small 3 ring binder to switch out pages when updates occur to the policy governance.

The Board accepted monitoring reports as presented.

IV. OTHER

A. Public Comments

No public comments

B. President's Report

Bethany College Articulation Agreement

- GCCC has entered an agreement with Bethany College to allow students to transfer there to complete a bachelor's degree seamlessly
- Our Associate of Arts (AA) and Associate of Science (AS) degrees transfer as a a block with no credit loss

Football: 4 Broncbusters Named to NJCAA All-America Team

- Jordan Ford - Running Back
- Raymond Cutts - Defensive End
- Keylon Kennedy - Defensive Back
- Jonathan Huggins - Defensive Back

Athletic Teams GPA's: 45 Student Athletes Earn All-Jayhawk Academic Honors

- 45 student athletes were recognized for having a grade point average of 3.5 or above!
- 5 of our athletic teams had 3.0 GPAs or higher:
 - Baseball (3.1)
 - Men's Basketball (3.0)
 - Women's Basketball (3.03)
 - Men's Golf (3.6)
 - Volleyball (3.2)

Spring Honor Roll Recipients

- 548 students in total - represent 55.9% of the 981 enrolled in 8 or more credits for Spring
 - 176 on President's Honor Roll - GPA of 4.0 or higher
 - 285 on VP/Dean's Honor Roll - GPA of 3.2 to 3.999
 - 87 on Honorable Mention - GPA of 3.0 to 3.199
 - End of Fall/Spring semester postcards were sent out. Student could use the postcard to bookstore for a discount.

Board congratulated the employees, faculty, and administration for working diligently and keeping things going. We were ahead of the game with Cengage and online books regarding the pandemic.

We are hosting the Jayhawk meetings in two weeks. For the start of the fall semester the athletic schedule will be as usual. Conversation will be over stipulations on attendance taking place during the conference. Spectators will be able to attend games, and this includes the band and cheer leaders.

C. Incidental Information

(Supporting documents filed with official minutes)

D. Report from FCEDC

County is looking for workers, along with the whole nation. We are getting back to in person meetings.

E. Report from KACCT

Next quarterly meeting Aug 27, zoom.

F. Report from SGA

No Report

G. Report from Faculty Senate

No Report

H. Accreditation Update

(Supporting documents filed with official minutes) Over the past several months Marc has presented information and items that are of the upmost concern from the HLC standpoint. 5A is one of the top problems for institutions; it is an informational item for GCCC. Criterion 5 Institutional Effectiveness, Resources and Planning –

Marc Malone highlighted committees and how we are effective in complying with this criterion. The boards level of participation goes beyond surface level with the questions and engagement that they have during presentations from departments and programs. It is highlighted in the minutes and record keeping and is satisfactory for the Boards engagement.

Marc has been elected to the Transfer and Articulation Council. When we don't specifically control the academic guides, we have representation on those councils.

V. OWNERSHIP LINKAGE

Upcoming Calendar Dates:

August 9	Faculty Returns All Employee In-service Board Retreat, President's Conf Room
August 10	Board Meeting, BTSC
August 13	New Student Orientation
August 16	Classes Begin

August 27 Special meeting to approve the transportation building 7:30am

Executive Session

Executive Session

Motion to move that the Board recess into executive session for a period of ten (10) minutes to discuss confidential personnel information pursuant to non-elected personnel exception under KOMA. The open meeting will resume here in the Endowment Room at 8:01, with no action being taken.

Motion: Beth Tedrow

Second: Blake Wasinger

Ayes: Tedrow, Rupp, Hitz, Wasinger, Smith, Douglass

Nays: None

Carried: 6 – 0

Amendment to motion to include Dr. Ruda.

Motion: Beth Tedrow

Second: Blake Wasinger

*Meeting of Trustees
July 13, 2021*

Ayes: Tedrow, Rupp, Hitz, Wasinger, Smith, Douglass

Nays: None

Carried: 6 – 0

Board returned at 8:02. No action taken during executive session.

Chair Douglass reminded members to fill out self-assessment. She covered the results from last month's meeting.

Meeting adjourned 8:03

Jodie Tewell
Deputy Clerk

Dr. Ryan Ruda
President

Dr. Marilyn Douglass
Chairman of the Board

*Meeting of Trustees
July 13, 2021*

Agenda No: II -B

Date: August 10, 2021

**Topic: Approval of Personnel Actions-Human Resources
Adjunct/Outreach Contracts**

Presenter: Dr. Ryan Ruda

Background Information:

All full-time employees hired by the college's administration are presented monthly to the board. The following document represents new employees and transfers/promotions serving Garden City Community College and are presented for board approval.

Budget Information:

Salaries are commensurate with duties and responsibilities and are included in the annual budget.

Recommended Board Action:

Approve the personnel for employment, retirement, separation, and transfer/promotion as reported by the office of Human Relations.

Board Action Taken: Approved Disapproved
 Ayes Nays No Action

Board Member Notes:



August 5, 2021

To: Board of Trustees

From: Alexis Saenz, Human Resources Assistant

New Hires:

Trey Jackson, Assistant Football Coach, effective, July 9, 2021

Tre Thomas, 2nd Assistant Men's and Women's Soccer Coach, effective, July 12, 2021

Yohan Stokes, 2nd Assistant Football Coach, effective, July 14, 2021

Antonio Banks, Assistant Football Coach, effective, July 26, 2021

Indira Colon Arroyo, 2nd Assistant Track and Field Coach, effective, July 26, 2021

Stephanie Janda, Financial Aid/Records Assistant, effective, August 1, 2021

Transfers:

Zach Towle, Assistant Men's Basketball Coach to Athletic Academic Advisor, effective, August 1, 2021

Adriana Figueroa, Colleague Applications Coordinator to Instructional Design Support Specialist, effective, August 1, 2021

Zac Miller, Interim Director of Residential Life to Assistant Director Residential Life/ Head Women's Golf Coach, effective, August 1, 2021

Separations:

Levi Jividen, Residential Life Advisor, effective, July 21, 2021

Jeremy Richardson, Athletic Academic Advisor, effective, July 23, 2021

Diversity Recruitment Opportunity

In researching effective ways of advertising GCCC faculty and other professional position vacancies, a more affordable alternative emerged recently. We place our national position advertising with a leading website called HigherEdJobs.com, and now the HEJ site has added an additional service. When we place a 60-day vacancy posting we are now having the same advertisement e-mailed to approximately 142,000 professionals who have identified themselves as minority educators seeking employment. The e-mail message allows interested professionals to contact us directly, and it also includes a link to the HEJ site, which allows an interested applicant to navigate to the GCCC website and apply online.

GARDEN CITY COMMUNITY COLLEGE
ADJUNCT/OUTREACH FACULTY CONTRACTS
(Presented to Board of Trustees for Approval 8/10/2021)

INSTRUCTOR	CLASS	AMOUNT
Adams, Karen	Health Education HPER-106-50 - 3.00 credit hour(s) 3.00 credit hour(s) X \$800.00 = \$2400.00 7/12/2021 - 8/06/2021 11-00-0000-11070-5230	\$2,400.00
Cundiff, Cody	General Psychology PSYC-104041 - 3.00 credit hour(s) 3.00 credit hour(s) X \$800.00 = \$2400.00 7/12/2021 - 8/06/2021 11-00-0000-11060-5230	\$2,400.00
Lamb, Winsom	Introduction to Sociology SOCI-102-42 - 3.00 credit hour(s) 3.00 credit hour(s) X \$800.00 = \$2400.00 7/12/2021 - 8/06/2021 11-00-0000-11060-5230	\$2,400.00
Schmidt, Christopher	Welding Safety WELD-101-90 - 2.00 credit hour(s) 2.00 credit hour(s) X \$500.00 = \$1000.00 7/12/2021 - 8/06/2021 14-00-0000-12272-5230	\$1,000.00
Tatum, Jeffrey	Lifetime Fitness HPER-121-41 - 2.00 credit hour(s) 2.00 credit hour(s) X \$500.00 = \$1000.00 7/12/2021 - 8/06/2021 11-00-0000-11070-5230	\$1,000.00
Wenzel, Leslie	Lifetime Fitness HPER-121-40 - 2.00 credit hour(s) 2.00 credit hour(s) X \$560.00 = \$1120.00 7/12/2021 - 8/06/2021 11-00-0000-11070-5230	\$1,120.00
Wenzel, Leslie	Career Success PCDE-109-41 - 1.00 credit hour(s) 1.00 credit hour(s) X \$560.00 = \$560.00 7/12/2021 - 8/06/2021 11-00-0000-11083-5230	\$560.00
TOTAL:		\$6,080.00

Agenda No: II - C

Date: August 10, 2021

Topic: Financial Information

Presenter: Dr. Ryan Ruda

Background Information:

Presentation of monthly financial documents:

- Checks over \$50,000
- Revenues
- Expenses
- Cash in Bank

Budget Information:

Financial information represents 1) monthly expenditures over \$20,000 2) cash deposits.

Recommended Board Action:

Accept and approve financial information as presented.

Board Action Taken: ☐ Approved ☐ Disapproved

☐ Ayes ☐ Nays ☐ No Action

Board Member Notes:

CHECKS PROCESSED IN EXCESS OF \$50,000

July 2021

Purchases over \$50,000 requiring Board Approval

- Check #280884 to CDW Government Inc for \$149,489.39 for various invoices including \$140,698.64 for Access Point Installation/Wi-Fi upgrade approved by the Board of Trustees on April 13, 2021
- Check #280917 to Tatro Plumbing Co for \$242,120.89 for partial payments for 3 projects:
 - West Hall Ventilation system \$206,653.50 approved by Board of Trustees on April 13, 2021
 - Hydronic Water Pipe (Quad) \$35,467.39 approved by Board of Trustees on April 13, 2021
- Check #280966 to IMA of Kansas for \$108,912.12 for Educators Legal Liability, Professional Liability and Sexual Abuse policies approved by Board of Trustees on 7/13/21.
- Check #281004 to Ellucian Co for \$333,170 for annual software maintenance approved by Board of Trustees on August 11, 2020.
- Check #281013 to Masters Transportation for \$229,500 for 52 passenger bus approved by the Board of Trustees on July 13, 2021
- Check #281027 to American Warrior Construction for \$69,835.57 for Mechanical Tunnel Cap Replacement – Phase III approved by Board of Trustees April 13, 2021

Payments over \$50,000 not requiring board approval

- Check #280754 to GMCN Architects for \$61,775 for partial payment Transportation Building
- Check #280797 to City of Garden City for \$71,035.49 for city utilities.
- Check #280865 to BCBS of Kansas for \$120,071.62 for Aug 2021 health insurance premiums for employees.
- Check #280964 to Great Western Dining for \$83,100.00 for various invoices.

Garden City Community College
7/31/2021

	Amount	% Rate
Cash in Bank:		
Commerce Bank	\$ 300,771.96	0.0000%
State Municipal Invest. Pool	\$ 1,187,298.10	0.0020%
Landmark National Bank	\$ 6,770,215.47	0.0800%
Security Bank of KC	\$ 4,014,061.72	0.0250%
	<u>\$ 12,272,347.25</u>	

	Type	Amount	% Rate	Beg. Date	Maturity
Investments:					
Western State Bank	CD	\$ 1,000,000.00	0.1500%	1/26/2021	10/26/2021
Western State Bank	CD	\$ 1,000,000.00	0.1000%	7/29/2021	1/29/2022
Western State Bank	CD	\$ 1,000,000.00	0.1500%	7/29/2021	4/29/2022
Western State Bank	CD	\$ 1,000,000.00	0.2000%	7/29/2021	7/29/2022
		<u>\$ 4,000,000.00</u>			
Total		<u><u>\$ 16,272,347.25</u></u>			

Agenda No: II - D

Date: August 10, 2021

Topic: Resignation/Release from contract and waiver of liquidated damages

Presenter: Dr. Ryan Ruda

Background Information:

Gary Kuenstler has submitted his resignation to return to work at Garden City Police Department. He will remain as an adjunct instructor for GCCC. Per the GCCC Negotiated Agreement, liquidated damages can be assessed based upon the date of notice of his resignation. It is the administration's recommendation that the liquidated damage fee be waived.

Budget Information:

Recommended Board Action:

Accept administration's recommendation to not assess the liquidated damage fee.

Board Action Taken: _____Approved _____Disapproved
 _____Ayes _____Nays _____No Action

Board Member Notes:

Board of Trustees Agenda August 10, 2021

August 6, 2021

Karla Armstrong, Vice President for Administrative Services/CFO
The Board of Trustees of Garden City Community College
801 North Campus Drive
Garden City, Kansas 67846

Re: Financing for New Sports Field Lighting

Dear Ms. Armstrong:

Please find the enclosed documentation for your review and completion. An instruction sheet has been included as a guide to assist you with the process. Once you have completed and returned the required documentation to Clayton Holdings, LLC the transaction can be funded. The documentation has been filled out according to the terms and amount shown on the formal proposal. If you have questions or comments please call.

Clayton Holdings, LLC is listed as Lessor in this State and Municipal Lease/Purchase Agreement. **For your convenience, we have listed the documentation that we require before closing:**

- ☐ *The **Lease** WITH ALL SCHEDULES EXECUTED CORRECTLY*
 - ☐ ***8038-G IRS Form to be forwarded to the IRS per the enclosed letter***
 - ☐ *The **Escrow Agreement***
 - ☐ *Escrow Account Set-up Fee of **\$250.00** made payable to **UMB Bank, N.A.***
-

If you have any questions regarding the above documentation, please feel free to contact me.

Sincerely,

Lauren Midden
Municipal Documentation Administrator
Lauren.Midden@commercebank.com
314-746-3752

Documentation Instructions

Please complete using **BLUE INK** and return all original documents via **FedEx or Certified Mail** to:

Clayton Holdings, LLC
8000 Forsyth Blvd., Suite 510, St. Louis, MO 63105
Call 314-746-3752 with any questions during completion

State and Municipal Lease/ Purchase Agreement

- ☐ An individual that is authorized by the Lessee should sign on the first space provided.
- ☐ The Federal Tax ID number should be confirmed.

Schedule A – Description of the Equipment

- ☐ Fill in the description of equipment, unless already completed.
- ☐ Type in Physical Address of the location where the Equipment will be housed upon delivery.
- ☐ Authorized individual should sign and date where indicated.

Schedule B - Delivery and Acceptance Certificate

- ☐ Authorized individual that has signed the Agreement should sign and then type her or his name and title below, unless already completed *with the final disbursement request* from the Escrow account.

Schedule C – Amortization Payment Schedule

- ☐ Sign and Date where indicated.

Schedule D – Opinion of Counsel

- ☐ The attached is a "Draft" form of the Opinion. This should be provided to your counsel along with a copy of the lease. Your Counsel should provide an original of this Opinion on their letterhead, signed and dated. The Date of the Opinion should be on or after the date the lease is signed by the Lessee.

Schedule E-1 - Resolution

- ☐ Resolution should be signed by the presiding officer and Attested to by the Secretary or Clerk of the Board (the "Witness").

Schedule E-2 – Incumbency and Authorization Certificate

- ☐ In section A list all individuals authorized to sign for the Board and include the signature of all authorized signers of the Lessee. This should include any persons who will be signing forms, including payment request forms for the Escrow account.
- ☐ In Section B list all individuals authorized to confirm disbursement information.

Schedule F – Essential Use/Source of Funds Letter

- ☐ Please complete where indicated, List the intended use of equipment, the useful life of equipment, the source of funds and then sign and date where indicated.
- ☐ Witness should sign where indicated.

Schedule G – Proof of Insurance

- ☐ Please complete the insurance agent information.
- ☐ Please sign and date the form.
- ☐ Contact your insurance provider for a certificate of insurance naming Clayton Holdings, LLC as Loss Payee under the property damage policy, and as Additional Insured under the general liability policy.

Schedule H – Authorization for Preauthorized Payments (if utilizing this free service)

- ☐ Please include a voided check or deposit slip.
- ☐ Please sign and date the form.

Kansas Addendum

Authorized individual should sign and date the form where indicated.

8038-G IRS Form and Questionnaire

- ☐ Verify Lessee's Federal Identification number in Part 1, box 2 of the 8038G form.
- ☐ Sign, date and type the name of the individual signing this document, unless already completed.
- ☐ Verify information on Questionnaire, review instructions, and sign and date where indicated.

Escrow Agreement

- ☐ Authorized individual should sign where indicated.
- ☐ *The **Form of Payment Request and Acceptance Certificate** (2 pages) should be kept. Authorized individual should sign and submit this form *when requesting disbursements* from the Escrow account.
- ☐ **The **Final Acceptance Certificate** should be kept. Authorized individual should sign and submit this form *with the final disbursement request* from the Escrow account.

W-9 Taxpayer Identification

- ☐ Please verify the Taxpayer ID number, sign and date where indicated.



CLAYTON HOLDINGS, LLC

STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT

Lease Number: 5000193-003

This State and Municipal Lease/Purchase Agreement (the "Lease") is made and entered into on this, the Tenth day of August, 2021 by and between Clayton Holdings, LLC with offices at 8000 Forsyth Boulevard, Suite 510, St. Louis, Missouri 63105 (together with its successors and assigns, herein called the "Lessor"), and The Board of Trustees of Garden City Community College with its principal address at 801 North Campus Drive, Garden City, Kansas 67846 (together with its permitted successors and assigns, herein called the "Lessee"), wherein it is agreed as follows:

1. **LEASE OF EQUIPMENT:** Lessee hereby requests Lessor to acquire the equipment described in Schedule A attached hereto and made a part hereof. Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described in Schedule A, with all replacements, repairs, additions and accessories incorporated therein or affixed thereto (herein collectively called the "Equipment").
2. **DELIVERY AND ACCEPTANCE:** Lessee agrees to order the Equipment on behalf of Lessor from the supplier of such Equipment. Lessor will not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee will cause the Equipment to be delivered at the location specified in Schedule A (the "Equipment Location"). Lessee is solely responsible for the selection of the Equipment and the vendor from which the Equipment is purchased. Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Any delay in such delivery will not affect the validity of this Lease. To the extent funds are deposited with a bank or trust company in an escrow fund for the acquisition of the Equipment, such funds shall be disbursed as provided in the agreement pursuant to which such fund is established (the "Escrow Agreement"). Lessee will immediately accept the Equipment as soon as it has been delivered and is operational, or as soon as any manufacturer or vendor pre-acceptance test period has expired. In the event the Equipment is not accepted by Lessee within thirty (30) days from the date of its delivery, Lessor, at Lessor's sole option, will have the right to terminate this Lease. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a delivery and acceptance certificate in the form of Exhibit B or C, as applicable, to the Escrow Agreement (the "Acceptance Certificate"). Lessee hereby authorizes the Lessor to add to this Lease and to any other description of the Equipment the serial number of each item of Equipment, when available.
3. **TERM:** This Lease will become effective upon the execution hereof by Lessee and Lessor. Lessee's obligation to pay rent under this Lease will commence on the date that funds are advanced by Lessor to pay the vendor of the Equipment or are deposited with a bank or trust company in an escrow fund pursuant to the Escrow Agreement, if any (the "Start Date"), and will extend through the term of the amortization shown on Schedule C of the lease. This Lease may be terminated at any time by action of the Kansas Legislature. The Lease is subject to modification and/or cancellation by the of the Kansas Legislature per K.S.A. 71-201. The obligation of the College to pay Rental Payments is a special, limited obligation and does not constitute an indebtedness of the College, the State of Kansas, or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation restriction.
4. **RENT:** Lessee agrees to pay Lessor the rental payments for the Equipment as set forth in Schedule C (the "Rental Payments"). A portion of each Rental Payment is paid as and represents the payment of interest as set forth in Schedule C. The Rental Payments will be payable without notice or demand, at the office of Lessor (or such other place as Lessor may designate in writing, from time to time) and will commence on the Start Date. For clarity, Lessee hereby authorizes Lessor to update Schedule C with the Start Date and actual due dates for Rental Payments based upon the frequency of payments stated on Schedule C. Any notice, invoicing, purchase orders, quotations or other forms or procedures requested by Lessee in connection with payment will be fully explained and provided to Lessor sufficiently in advance of the payment due date for the completion thereof by Lessor prior to such payment date, but none of the foregoing will be a condition to Lessee's obligation to make any such payment. If Lessee fails to pay any Rental Payment or any other sums under this Lease within ten (10) days when the same becomes due, Lessee shall pay to Lessor (in addition to and not in lieu of other rights of Lessor) a late charge equal to the greater of five (5%) percent of such delinquent amount or Twenty-Five Dollars (\$25.00), but in any event not more than the maximum amount permitted by law. Such late charge shall be payable by Lessee upon demand by Lessor and shall be deemed rent hereunder. Lessee acknowledges and agrees that the late charge (i) does not constitute interest, (ii) is an estimate of the costs Lessor will incur as a result of the late payment and (iii) is reasonable in amount. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee and will not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee. **LESSEE'S OBLIGATION TO MAKE RENTAL PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.**

Notwithstanding the foregoing, the interest portion of the Rental Payments on Schedule C will be adjusted, and Lessor will provide Lessee a revised Schedule C reflecting such adjustment in the event that it is determined that any of the interest portions of Rental Payments set forth in Schedule C may not be excluded from Lessor's gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Lessee agrees that the interest portion of the Rental Payments on Schedule C will be adjusted commencing with the first day of the next succeeding fiscal year of the Lessee, so that Lessor will be in the same after-tax position that it would have been in had such payment been excluded from the gross income of Lessor under Section 103 of the Code.

5. **AUTHORITY AND AUTHORIZATION:** Lessee represents, warrants and covenants that (a) it will do or cause to be done all things necessary to preserve and keep in full force and effect (i) its existence, and (ii) subject to Section 8 hereof, this Lease; (b) it has complied with all bidding and budgeting requirements where necessary and by due notification has presented this Lease to Lessee's governing body for approval and adoption as a valid obligation on its part and that all requirements have been met and procedures have been followed to ensure the enforceability of this Lease; (c) it has sufficient appropriations or other funds available to pay all amounts due hereunder; (d) no event has occurred and no condition exists which, upon the execution of this Lease or with notice or the passage of time or both, would constitute a default under any debt, revenue or purchase obligation which it has issued or to which it is a party (the "Obligation") nor has it been in default under any Obligation at any time during the past five (5) years, and (e) no lease, rental agreement or contract for purchase, to which Lessee has been a party, at any time during the past five (5) years, has been terminated by Lessee as a result of action by the Kansas legislature.

6. **REPRESENTATIONS, COVENANTS AND WARRANTIES REGARDING TAX-EXEMPT STATUS:** Lessee warrants and covenants that (i) it is a state, or a political subdivision thereof, within the meaning of Section 103 of the Code, and the related regulations and rulings thereunder; (ii) subject to Section 8 hereof, Lessee intends that its obligation under this Lease will constitute an enforceable obligation issued by or on behalf of a state, or political subdivision thereof, such that the interest portions of Rental Payments as shown in Schedule C, will not be includable in the gross income of Lessor for the purposes of federal income taxation; (iii) this Lease represents a valid deferred payment obligation of Lessee for the amount herein set forth; (iv) Lessee has the legal capacity to enter into this Lease and is not in contravention of any state, county, district, city or town statute, rule, regulation or other governmental provision; (v) during the Lease Term, the Equipment will not be used in a trade or business of any other person or entity; (vi) Lessee will complete and file on a timely basis, Internal Revenue Service form 8038G or 8038GC, as appropriate, in the manner set forth in Section 149(e) of the Code; and (vii) Lessee will not take any action or permit the omission of any action reasonably within its control which action or omission will cause the interest portion of any Rental Payment hereunder to be includable in gross income for federal income taxation purposes.

Lessee hereby designates the Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the calendar year in which the Start Date occurs is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which the Start Date occurs, without first providing Lessor with an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor, that the designation of the Lease as a "qualified tax-exempt obligation" will not be adversely affected.

Lessee further represents as follows:

- (a) The estimated total costs of the Equipment will not be less than the total principal amount of the Rental Payments.
- (b) The Equipment has been ordered or is expected to be ordered within six months of the effective date of this Lease, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen months of the effective date of this Lease.
- (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of Rental Payments.
- (d) The Equipment has not been, and is not expected to be, sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the final Rental Payment.
- (e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.

7. **APPROPRIATIONS AND ESSENTIAL USE:** Lessee reasonably believes that sufficient funds can be obtained to make all Rental Payments during the Lease Term. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain funds from which the Rental Payments, including any Rental Payments required by Section 4 hereof, may be made, including making provisions for such payments, to the extent necessary, in each annual budget submitted for approval in accordance with applicable procedures of Lessee. Lessee currently intends to make the Rental Payments for the full Lease Term if funds are legally available therefor, and in that regard Lessee represents that (a) the use of the Equipment is essential to its proper, efficient, and economic functioning or to the services that it provides to its citizens; (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment will be used by the Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.

8. **SOURCE OF FUNDS:** The Rental Payments do not constitute a general obligation or indebtedness of, nor is the payment thereof guaranteed by the College, the State of Kansas or an governmental subdivision, agency or instrumentality. The Rental Payments are due and payable from revenues received by the College during the Term of the Lease. The College is required under the Lease to pay the Rental Payments from any source of legally available funds, including ad valorem taxes, and has covenanted in the Lease to make the necessary appropriations with the parameters of the Lease for such purpose. In the event of termination under the provisions of K.S.A. 71-201, or default, Lessee agrees to immediately cease use of the Equipment and peaceably surrender possession of the Equipment to Lessor on the day of such termination, packed for shipment in accordance with manufacturer's specifications and eligible for manufacturer's maintenance, and freight prepaid and insured to any location in the continental United States designated by Lessor, all at Lessee's expense. Lessor may exercise all available legal and equitable rights and remedies in retaking possession of the Equipment. If Lessee fails to cease use and deliver possession of the Equipment to Lessor upon termination of this Lease under this section, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to (a) the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which Lessee fails to cease use and deliver possession of the Equipment and (b) any other loss suffered by Lessor as a result of Lessee's failure to deliver possession of the Equipment.

- 9. EXCLUSION OF WARRANTIES; LIMITATIONS OF LIABILITY; DISCLAIMER OF CONSEQUENTIAL DAMAGES:** LESSEE HAS SELECTED BOTH THE EQUIPMENT AND THE VENDOR(S) FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT IN RELIANCE HEREON. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, THAT LESSOR IS NOT A MANUFACTURER, VENDOR, DISTRIBUTOR OR LICENSOR OF SUCH EQUIPMENT, AND THAT LESSOR LEASES THE EQUIPMENT AS IS AND HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO INCLUDING ANY WARRANTIES OF TITLE OR AGAINST INFRINGEMENT OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR PRACTICE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED BY LESSOR AND IN NO EVENT SHALL LESSOR BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE SALE, LEASE, USE, PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT, INCLUDING INTERRUPTION OF SERVICE, LOSS OF DATA, LOSS OF REVENUE OR PROFIT, LOSS OF TIME OR BUSINESS, OR ANY SIMILAR LOSS, EVEN IF ANY SUCH PERSON IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS LEASE.

Lessee acknowledges that neither the original vendor nor licensor of the Equipment (including the salespersons of any of them) is an agent of Lessor, nor are they authorized to waive or alter any terms of this Lease. Lessee hereby waives any claim (including any claim based on strict or absolute liability in tort) it might have against Lessor or any assignee of the Lessor for any loss, damage or expense caused by or with respect to the Equipment. Lessor hereby assigns to Lessee during the Lease Term, to the extent permitted by law and so long as no Event of Default has occurred pursuant to Section 20 below, all manufacturer's warranties, if any, that it may have with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessor authorizes Lessee, to the extent permitted by law, to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenances, and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, will be made against the manufacturer. Lessor, at its option, may provide in its purchase order that the manufacturer agrees that any of such claims may be made by Lessee directly against the manufacturer. The obligation of Lessee to pay the Rental Payments as defined in Section 4 will not be abated, impaired or reduced by reason of any claims of Lessee with respect to the Equipment, including but not limited to its condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.

- 10. TITLE, SECURITY INTEREST:** During the Lease Term, title to the Equipment is deemed to be in Lessee so long as no Event of Default pursuant to Section 20 below has occurred and/or this Lease has not been terminated pursuant to the provisions of Section 8 above, subject to a first priority security interest in the Equipment which is retained by Lessor. Upon the earlier of (i) termination of this Lease in accordance with Section 8 above or (ii) the occurrence of an Event of Default by Lessee pursuant to Section 20 below, title will immediately revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise. In order to secure all of Lessee's obligations hereunder, Lessee hereby (a) to the extent permitted by law, grants to Lessor a first and prior security interest in any and all rights, titles and interest of Lessee in this Lease, the Equipment and in all additions, attachments, accessions, accessories, replacements and improvements thereto, now or hereafter acquired, together with all rents, issues, income, profits and proceeds thereof, including insurance proceeds; (b) agrees that financing statements evidencing Lessor's security interest may be filed; and (c) agrees to execute and deliver all certificates of title and other instruments necessary or appropriate to evidence and perfect such security interest. As further security therefor, Lessee grants to Lessor a first priority security interest in the cash and negotiable instrument from time to time comprising the escrow fund, if any, established under the Escrow Agreement and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.
- 11. PERSONAL PROPERTY:** Lessor and Lessee agree that the Equipment is, and will remain, personal property and will not be deemed to be affixed or attached to real property or any building thereon. Notwithstanding the foregoing, for purposes of providing notice to third parties, Lessee agrees that, upon Lessor's request, it will provide the legal description of all real property where any of the Equipment is or will be installed, and Lessee agrees that financing statements evidencing Lessor's security interest may be filed in the real property records. If requested by Lessor, Lessee will, at Lessee's expense, furnish to Lessor landlord or mortgagee waiver with respect to the Equipment.
- 12. USE; REPAIRS:** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and will comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of, its possession, use or maintenance. Lessee, at its sole costs and expense, will maintain the Equipment according to the manufacturer's recommended guidelines or the equivalent and meet any and all recertification requirements and will furnish proof of such maintenance, if requested by Lessor and will furnish all needed servicing and parts, which parts will become part of the Equipment. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.
- 13. ALTERATIONS:** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent, and any permitted alteration or attachment which cannot be readily removed without damaging the Equipment's originally intended function or value will become part of the Equipment.
- 14. LOCATION; INSPECTION:** The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent, which consent will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operations.
- 15. LIENS AND TAXES:** Lessee will keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee will pay, when due, all charges and taxes (federal, state and local) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor will have the right, but will not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee will, upon demand, reimburse Lessor therefor.
- 16. RISK OF LOSS; DAMAGE; DESTRUCTION:** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment will relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair (the proceeds of any insurance

recovery will be applied to the cost of such repair). If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, will (a) replace the same with like equipment in good repair; or (b) on the next Rental Payment date pay to Lessor (i) all amounts owed by Lessee under this Lease, including the Rental Payment due on such date, and (ii) an amount not less than the balance of the Rental Payments then remaining unpaid hereunder. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Rental Payment and the balance of the Rental Payments then remaining unpaid hereunder, as applicable, to be made by Lessee with respect to the Equipment which has suffered the event of loss.

- 17. INSURANCE:** Lessee will, at its expense, maintain at all times during the Lease Term (a) fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as will be satisfactory to Lessor. In no event will the insurance limits be less than the greater of (i) an amount equal to the balance of the Rental Payments then remaining for the Lease Term or (ii) any minimum required by any co-insurance provisions of such insurance, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the state in which Lessee is located. Each insurance policy required by clause (b) of the preceding sentence will name Lessee as an insured and Lessor or its assigns as an additional insured and loss payee, as appropriate, and each insurance policy required by the preceding sentence will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns, as their interest may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice hereof and make available to Lessor all information and documentation relating thereto. Notwithstanding the foregoing, with Lessor's prior written consent, Lessee may self-insure against any and all risks for which insurance is required.
- 18. ADVANCES:** In the event Lessee fails to maintain the insurance required by this Lease or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the premiums on the same and make such repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent payable by Lessee. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 1.5% per month or the maximum permitted by law, whichever is less. Unless Lessee provides evidence of the insurance coverage required by this Lease, Lessor may purchase insurance at Lessee's expense to protect Lessor's interests hereunder. This insurance may, but need not, protect Lessee's interests. The coverage that Lessor may purchase may not pay any claim that Lessee may make or any claim that may be made against Lessee in connection with the Equipment. Lessee may later cancel any insurance purchased by Lessor, but only after providing evidence that Lessee has obtained insurance as required by this Lease. If Lessor purchases insurance for the Equipment, Lessee will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges Lessor may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance will be added as additional rent. The costs of the insurance may be more than the cost of insurance Lessee may be able to obtain on its own.
- 19. INDEMNIFICATION:** To the extent permitted by law, and solely from legally available funds, Lessee agrees to indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorneys' fees and court costs) arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.
- 20. EVENTS OF DEFAULT:** The Term "Event of Default" as used in this Lease, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Rental Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for ten (10) days after the date thereof; (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Lease or in any document delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (d) Lessee becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or substantial part of its assets, a petition for relief is filed by Lessee under federal bankruptcy, insolvency or similar laws, or a petition in a proceeding under any bankruptcy, insolvency or similar laws, is filed against Lessee and is not dismissed within thirty (30) days thereafter; (e) Lessee suffers an adverse material change in its financial condition or operations from the date hereof and, as a result, Lessor deems itself insecure; or (f) Lessee is in default under any other agreement executed at any time with Lessor or its affiliates, or under any other agreement or instrument by which it is bound.
- 21. REMEDIES:** Upon the occurrence of an Event of Default, Lessor shall have the right, at its sole option, to exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under this Lease and all remaining Rental Payments which are due during the term the original Lease of Lessee to be immediately due and payable, whereupon the same will become immediately due and payable and such amounts shall thereafter bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less; (b) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly cease use and return the Equipment to Lessor in the manner set forth in Section 8 hereof, or Lessor, at its option and with or without terminating the Lease Term, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same, without liability to Lessor or its agents for such entry or for damage to property or otherwise; (c) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for (i) all Rental Payments and other payments due to the effective date of such selling, leasing or subleasing, and (ii) for the difference between the net purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the remaining amounts payable by the Lessee through the end of the then current fiscal year of Lessee hereunder; and (d) exercise any other right, remedy or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Lease, (ii) recover damages for the breach of this Lease, and (iii) rescind this Lease as to any or all of the Equipment. If Lessee fails to cease use and deliver possession of the Equipment upon the occurrence of an Event of Default, Lessee shall be responsible for the payment of damages in an amount equal to (a) the portion of Rental Payments that is attributable to the number of days after the termination during which Lessee fails to cease use and deliver possession of the Equipment and (b) any other loss suffered by Lessor as a result of Lessee's failure to cease use and deliver possession of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

- 22. EARLY PURCHASE OPTION; PREPAYMENT:** Lessee may, upon sixty (60) days prior written notice to Lessor, and provided Lessee has fully paid and performed all other obligations hereunder and provided no Event of Default has occurred and is continuing, pay to Lessor on any regularly scheduled Rental Payment date the applicable amount set forth on Schedule C attached hereto, whereupon title to the Equipment will become unconditionally vested in Lessee, and Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, where is, without warranty, express or implied, except that Lessor will warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.

Upon delivery by Lessee of a final acceptance certificate, any remaining monies in any escrow fund established under the Escrow Agreement shall be paid to Lessor, for credit, first, to the next Rental Payment due, and, second, to the prepayment of the principal portion of future Rental Payments hereunder in the manner directed by Lessor, in its sole discretion, unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest portions of Rental Payments from gross income for federal income tax purposes. If any amount is applied against the outstanding principal components of Rental Payments, Schedule C attached hereto will be revised accordingly.

- 23. DETERMINATION OF FAIR PURCHASE PRICE:** Lessee and Lessor hereby agree and determine that the Rental Payments payable during the Lease Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to Section 22 represents the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Lease or to exercise its option to purchase the Equipment. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Lease, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that this Lease will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Lease. Lessee hereby determines and declares that the Lease Term does not exceed the useful life of the Equipment.

- 24. ASSIGNMENT:** Except as expressly provided herein, Lessee will not (a) assign, transfer, pledge, hypothecate or grant any security interest in, or otherwise dispose of, this Lease or the Equipment or any interest in this Lease or the Equipment or (b) sublet or lend the Equipment or permit the Equipment to be used by anyone other than Lessee or Lessee's employees, unless Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such action will not adversely affect the exclusion of the interest portions of the Rental Payments from gross income for federal income tax purposes.

Lessor, without the consent of Lessee, may assign all or any portion or portions of its right, title and interest in and to this Lease, the Equipment and any other documents executed with respect to this Lease, and/or grant or assign all or any portion or portions of its security interest in this Lease and the Equipment, in whole or in part to various assignees, their agents or trustees (each and any one hereinafter referred to as an "Assignee"). Any such assignment to an Assignee may provide that the Lessor or the Assignee will act as a collection and paying agent for owners of certificates of participation in this Lease, or may provide that a third-party trustee or agent will act as collection and paying agent for any Assignee, provided that any such trustee or agent will maintain registration books as a register of all persons who are owners of certificates of participation or other interest in Rental Payments and Lessee receives written notification of the name and address of the trustee or agent and a copy of the pooling and fractionalization agency or trustee agreement, if any. Any such Assignee will have all of the assigned rights of Lessor under this Lease. Subject to the foregoing, this Lease will inure to the benefit of and will be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Lease or the Equipment will be effective upon receipt by Lessee of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such Assignee and, where applicable, to whom further payments hereunder should be made. During the Lease Term, Lessee covenants that it will keep a complete and accurate record of all assignments in form necessary to comply with Section 149(a) of the Code and the regulations, proposed or existing, from time to time promulgated thereunder. Lessee agrees to acknowledge in writing any assignments if so required.

Lessee agrees that, upon notice of assignment, if so instructed it will pay directly to the Assignee, or its trustee or agent without abatement, deduction or setoff all amounts which become due hereunder. Lessee further agrees that it will not assert against any Assignee, or its trustee or agent, any defense, claim, counterclaim or setoff Lessee may have against Lessor.

- 25. FINANCIAL STATEMENTS:** Each year during the term of this Lease, Lessee hereby agrees to deliver to Lessor a copy of: (i) annual audited financial statements within one hundred twenty (120) days of Lessee's fiscal year-end; and (ii) within a reasonable period of time, any other financial information Lessor requests from time to time.
- 26. NATURE OF AGREEMENT:** Lessor and Lessee agree that upon the due and punctual payment and performance of the installments of Rental Payments and other amounts and obligations under this Lease, title to the Equipment will vest permanently in Lessee as provided in this Lease, free and clear of any interest, lien or security of Lessor therein.
- 27. AMENDMENTS:** This Lease may be amended or any of its terms modified in any manner by written agreement of Lessee and Lessor, or action of the Kansas Legislature under the provisions of K.S.A. 71-201. Any waiver of any provision of this Lease or of any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.
- 28. NOTICES:** All notices to be given under this Lease must be made in writing and mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice is effective upon receipt.
- 29. SECTION HEADINGS:** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.
- 30. GOVERNING LAW:** This Lease will be governed by the provisions hereof and by the laws of the State where Lessee is located.
- 31. FURTHER ASSURANCES:** Lessee will deliver to Lessor (i) an opinion of counsel in substantially the form of Schedule D attached hereto or as Lessor may otherwise request; and (ii) if applicable, a certificate of a duly authorized official as to designation as a qualified tax-exempt obligation. Moreover, Lessee will execute or provide, as requested by Lessor, any documents and information that are reasonably necessary with respect to the transaction contemplated by this Lease.

- 32. ENTIRE AGREEMENT:** This Lease, together with the Schedules attached hereto and made a part hereof and other attachments hereto and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease will not be modified, amended, altered or changed except with the written consent of Lessee or Lessor.
- 33. SEVERABILITY:** Any provision of this Lease found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.
- 34. WAIVER:** The waiver by Lessor of any breach by Lessee of any term, covenant or condition, hereof will not operate as a waiver of any subsequent breach hereof.
- 35. ELECTRONIC TRANSACTIONS.** The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.
- 36. ROLE OF LESSOR:** Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Lease. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Lease from its own advisors (including as it relates to structure, timing, terms and similar matters).

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU (LESSEE(S) AND US (LESSOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

BY SIGNING BELOW, YOU AND WE AGREE THAT THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN US.

<p><i>Lessor: <u>Clayton Holdings, LLC</u></i></p> <p><i>Authorized Signature: _____</i></p> <p><i>Printed Name: _____</i></p> <p><i>Title: _____</i></p> <p><i>Date: _____</i></p>	<p><i>Lessee: <u>The Board of Trustees of Garden City Community College</u></i></p> <p><i>Authorized Signature: _____</i></p> <p><i>Printed Name: <u>Karla Armstrong</u></i></p> <p><i>Title: <u>Vice President for Administrative Services/Chief Financial Officer</u></i></p> <p><i>Date: _____</i></p> <p><i>EIN: <u>48-0698107</u></i></p>
---	---

**SCHEDULE A TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 5000193-003**

Location of Equipment	
Street: 1807 Mikes Drive City: Garden City State: KS Zip Code: 67846	
Description of Equipment	Equipment Cost
New Sports Field Lighting	\$441,480.92
Total	<u>\$441,480.92</u>

Lessee hereby certifies that the description of the property set forth above constitutes a complete and accurate description of all Equipment as subject to in the Lease.

<p><i>Lessee:</i> <u>The Board of Trustees of Garden City Community College</u></p> <p><i>Authorized Signature:</i> _____</p> <p><i>Printed Name:</i> <u>Karla Armstrong</u></p> <p><i>Title:</i> <u>Vice President for Administrative Services/Chief Financial Officer</u></p> <p><i>Date:</i> _____</p>

**SCHEDULE B TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 5000193-003
DELIVERY AND ACCEPTANCE CERTIFICATE**

See Exhibits B and C to the Escrow Agreement.

SCHEDULE C PAYMENT SCHEDULE

Lessee: The Board of Trustees of Garden City Community College
 Lessor: Clayton Holdings, LLC
 Lease Number: 5000193-003
 Capital Cost of Equipment (Principal Portion of Rental Payments): \$441,480.92
 Start Date: August 17, 2021

Subject to Section 8 of the Lease, Rental Payments are due on the dates and in the amounts shown below:

Rental Payment Date	Payment Amount	Amount Credited to Interest	Amount Credited to Capital Cost	Outstanding Principal Balance
8/17/2022	\$ 92,146.93	\$ 6,357.33	\$ 85,789.60	\$ 355,691.32
8/17/2023	\$ 92,146.93	\$ 5,121.96	\$ 87,024.97	\$ 268,666.35
8/17/2024	\$ 92,146.93	\$ 3,868.80	\$ 88,278.13	\$ 180,388.22
8/17/2025	\$ 92,146.93	\$ 2,597.59	\$ 89,549.34	\$ 90,838.88
8/17/2026	\$ 92,146.93	\$ 1,308.05	\$ 90,838.88	\$ -
	\$ 460,734.65	\$ 19,253.73	\$ 441,480.92	

In the event Lessee desires to prepay this Lease, it may do so in whole, but not in part, at a purchase price equal to (a) the then current outstanding principal balance shown above; plus (b) a prepayment premium calculated as a percentage of the then current outstanding principal balance, in the following amount: 3%, with respect to any prepayment during the first full year of the Lease Term; 2%, with respect to any prepayment during the second full year of the Lease Term; and 1%, with respect to any prepayment during the third full year of the Lease Term and thereafter; plus (c) unpaid interest accrued on the outstanding principal balance to the prepayment date; and plus (d) all other amounts then payable under this Lease. There is no prepayment penalty if Lessee is using funds other than proceeds of a grant or an actual or anticipated refinancing.

Lessee: The Board of Trustees of Garden City Community College

Authorized Signature: _____

Printed Name: Karla Armstrong

Title: Vice President for Administrative Services/Chief Financial Officer

Date: _____

**SCHEDULE D TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
OPINION OF COUNSEL
(To be on Letterhead of Lessee's Counsel)**

Clayton Holdings, LLC
8000 Forsyth Boulevard, Suite 510
St. Louis, Missouri 63105

Re: State and Municipal Lease/Purchase Agreement No. 5000193-003 dated the Tenth day of August 2021 (the "Lease"), between Clayton Holdings, LLC ("Lessor") and The Board of Trustees of Garden City Community College ("Lessee").

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined (a) an executed counterpart of the Lease, which, among other things, provides for the sale to and purchase by the Lessee of the Equipment, (b) an executed counterpart of the Escrow Agreement, dated as of August 10, 2021 (the "Escrow Agreement"), among Lessor, Lessee and UMB Bank, N.A., (c) an executed counterpart of the ordinance, order or resolution of Lessee which, among other things, authorizes Lessee to execute the Lease and (d) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.
2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Lease and the Escrow Agreement and to perform its obligations under the Lease, and the Escrow Agreement and the execution, delivery and compliance with the provisions of the Lease and the Escrow Agreement will not conflict with or result in the breach of any of the provisions of, or constitute a default under any indenture or other agreement or instrument to which Lessee is a party, or by which it or its property is bound.
3. The Lease, the Escrow Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee by manual or electronic signature, and the Lease is a valid and binding obligation of Lessee enforceable in accordance with its terms.
4. The authorization, approval and execution of the Lease, the Escrow Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.
5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease, the Escrow Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

Furthermore, I confirm that the name of the Lessee as stated in the Lease, as **The Board of Trustees of Garden City Community College**, is the exact legal name of the Lessee for all purposes contemplated herein.

All capitalized terms herein shall have the same meanings as in the Lease. Lessor, its successors and assigns and any counsel rendering an opinion on the tax-exempt status of the interest portions of Rental Payments are entitled to rely on this opinion.

Very truly yours,

**SCHEDULE E-1 TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 5000193-003**

WHEREAS, The Board of Trustees of Garden City Community College (the "Lessee") is a political subdivision duly organized under the constitution and laws of the State where Lessee is located;

WHEREAS, it is necessary and desirable and in the best interest of the Lessee, as lessee, to enter into a State & Municipal Lease/Purchase Agreement (the "Lease") with Clayton Holdings, LLC, as lessor (the "Lessor"), for the purposes described therein, including the leasing of the Equipment; and

WHEREAS, the Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make the Rental Payments scheduled to come due and to meet its other obligations, and such funds have not been expended for other purposes

NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF THE BOARD OF TRUSTEES OF GARDEN CITY COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. The Lease and the Escrow Agreement, in substantially the same form as presented to this meeting, and the terms and performance thereof are hereby approved, and the Vice President for Administrative Services/Chief Financial Officer of the Lessee is hereby authorized to execute and deliver the Lease and the Escrow Agreement, on behalf of the Lessee, with such changes therein as shall be approved by such officer, such approval to be conclusively evidenced by such officer's execution thereof.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease and the Escrow Agreement.

Section 3. Lessee hereby designates the Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code. The aggregate face amount of all tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the current calendar year is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the current calendar year without first providing Lessor with an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor, that the designation of the Lease as a "qualified tax-exempt obligation" will not be adversely affected.

Section 4. Moneys sufficient to pay all Rental Payments required to be paid under the Lease are hereby appropriated to such payment, and such moneys will be applied in payment of all Rental Payments due and payable during the term of the lease.

Section 5. This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the Lessee.

PASSED AND ADOPTED by the governing body of The Board of Trustees of Garden City Community College this ____ day of _____, 20__.

ATTEST:

The Board of Trustees of Garden City Community College

By: _____

By: _____

Printed Name: _____

Printed Name: Karla Armstrong

Title: _____

Title: Vice President for Administrative Services/Chief Financial Officer

SCHEDULE E-2 TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 5000193-003

INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting _____ of The Board of Trustees of Garden City Community College ("Lessee") certifies as follows:

A. **Authorized Signers.** The following listed persons are duly elected or appointed and acting officials of Lessee (the "Officials") in the capacity set forth opposite their respective names below, and the signature of each such Official appearing below is the true and genuine signature of that Official. By order of Lessee's governing body, the Officials identified below have been duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Equipment Lease/Purchase Agreement dated as of August 10, 2021, by and between Lessee and Clayton Holdings, LLC ("Lessor"), the Escrow Agreement dated as of August 10, 2021 among Lessor, Lessee and UMB Bank, N.A., as Escrow Agent (the "Escrow Agreement"), and all documents related thereto and delivered in connection therewith (collectively, the "Agreements").

Name of Official	Title	Signature
Karla Armstrong	Vice President for Administrative Services/Chief Financial Officer	

B. **Call-Back Verification.** Lessor may, but is not required, to call back any one of the below-named employees or officials of Lessee prior to approving the disbursement of any funds from the Acquisition Fund established under the Escrow Agreement to verify the request for disbursement, including but not limited to amount, payee, address, ABA and account numbers of the payee or Lessee.

Name	Title	Phone Number
Karla Armstrong	Vice President for Administrative Services/Chief Financial Officer	620-276-95772

Dated: _____

By: _____

Name: _____

Title: _____

(The signer of this Certificate cannot be listed under Paragraph A above as authorized to execute the Agreements.)

**SCHEDULE F
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 5000193-003**

ESSENTIAL USE/SOURCE OF FUNDS LETTER

August 10, 2021

Clayton Holdings, LLC
8000 Forsyth Boulevard, Suite 510
St. Louis, Missouri 63105

Re: State and Municipal Lease/Purchase Agreement No. 5000193-003, dated the Tenth day of August 2021 (the "Lease"), between Clayton Holdings, LLC ("Lessor") and The Board of Trustees of Garden City Community College ("Lessee")

Ladies and Gentlemen:

This confirms and affirms that the Equipment described in the Lease is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows:

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is not less than the maximum Lease Term.

Our source of funds for payments of the Rental Payments due under the Lease for the term of the lease is

We currently expect and anticipate adequate funds to be available for all future payments of rent due for the following reasons:

Very truly yours,

Lessee: The Board of Trustees of Garden City Community College

Authorized Signature: _____

Printed Name: Karla Armstrong

Title: Vice President for Administrative Services/Chief Financial Officer

Date: _____

**SCHEDULE G
PROOF OF INSURANCE**

Insurance Agent Name: _____

Agency Name: _____

Address: _____

Phone Number: _____

E-Mail: _____

Ladies and Gentlemen:

Please add CLAYTON HOLDINGS, LLC as both co-loss payee and additional insured under the property insurance covering the Equipment listed on attached Schedule A, and as additional insured under the general liability insurance policy. The minimum liability coverage is \$1,000,000.00. Please mail or fax an insurance certificate to:

Clayton Holdings, LLC
P.O. Box 11309
St. Louis, MO 63105
Fax # 314-746-3744

Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance.

Please note that the Bank requires 30 day written notice of cancellation of the policy covering leased equipment.

Lessee: The Board of Trustees of Garden City Community College

Authorized Signature: _____

Printed Name: Karla Armstrong

Title: Vice President for Administrative Services/Chief Financial Officer

Date: _____



SCHEDULE H

ACH Payment Authorization Form

Lease No. / Loan No: 5000193-003

Lessee / Borrower: The Board of Trustees of Garden City Community College

I authorize Commerce Bank ("Commerce") to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error on behalf of CBI Equipment Finance, Clayton Holdings or Commerce Bank as lender or lessor in the amount shown, and from the checking or savings account with the depository institution ("Bank") named below, on the payment due date.

Bank Name: _____

Address: _____

ABA Routing No.: _____

Account No.: _____ (X) Checking () Savings

This is a (X) New or () Updated authorization form.

Annual Debit Amount(s): In Accordance with Schedule C

Begin Auto Debit with Invoice Date Due: In Accordance with Schedule C

The final or balloon payment, if different from the Annual payment, will not be auto debited.

I understand that this authorization will remain in full force and effect until I notify COMMERCE BANK at the address or phone number below that I wish to revoke this authorization. I understand that COMMERCE BANK requires at least 5 days prior notice in order to process any such cancellation.

X _____ X _____

Borrower / Lessee Signature

Date

Note that there is NO charge for this service.

Also, your "Bank" need not be Commerce Bank to benefit from this feature. Any bank account can be auto debited. To commence service please return this form with your document package or **send this signed form and a voided check (unless COMMERCE BANK is already currently debiting this same account for another lease schedule) to:**

COMMERCE BANK

P.O. Box 11309

Clayton, MO 63105 or

LeasingACH@Commercebank.com

To discontinue or amend service, please email the request to the address above or call COMMERCE BANK at 314.746.3726.

SCHEDULE J
KANSAS ADDENDUM TO STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Master Lease 5000193-003

This Addendum to the State & Municipal Lease/Purchase Agreement dated 10th day of August, 2021 (the "Lease"), between **Clayton Holdings, LLC**, as Lessor, and The Board of Trustees of Garden City Community College, as Lessee, is hereby incorporated in and made a part of the Lease.

The capitalized terms used in this Addendum shall have the meanings given to them In the Lease.

Notwithstanding any other provision of the Lease, Lessee shall only be obligated under the Lease to pay Rental Payments and other payments under the Lease from funds budgeted and appropriated for that purpose during the term of the lease or, where appropriate, insurance proceeds (including self- insurance reserves if self-insurance is in effect).

The governing body of Lessee hereby certifies that it has, by the affirmative recorded vote of a majority of the members of the governing body, elected to omit Sections 3 (Termination Due to Lack of Funding Appropriation) and 10 (Insurance) of the mandatory contract provisions prescribed by the Kansas Department of Administration in form DA-146a, as amended. The omission of those provisions will not result in the waiving or omission of the provisions of K.S.A. 71-201a or 71-201b, and amendments thereto. Except for Sections 3 and 10 thereof, which are expressly omitted, the provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto are hereby incorporated in this Lease and made a part hereof.

The Lessee acknowledges as follows:

- (a) The capital cost that would be required to purchase the Equipment if paid for by cash would be \$441,480.92
- (b) The annual average effective Interest cost of the Lease is 1.440% per annum.
- (c) No amount is included in Rental Payments (assuming continuation of the Lease through the maximum term of the Lease) for service, maintenance, insurance and other charges exclusive of capital cost and Interest cost.

Dated: _____, 2021

<i>Lessor: Clayton Holdings, LLC</i>	<i>Lessee: The Board of Trustees of Garden City Community College</i>
<i>Authorized Signature: _____</i>	<i>Authorized Signature: _____</i>
<i>Printed Name: _____</i>	<i>Printed Name: Karla Armstrong</i>
<i>Title: Officer</i>	<i>Title: Vice President for Administrative Services/Chief Financial Officer</i>
<i>Date: _____</i>	<i>Date: _____</i>
	<i>EIN #48-0698107</i>

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the
10th day of August, 2021.

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

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

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

ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of the Tenth day of August, 2021 and entered into among **Clayton Holdings, LLC**, a Missouri Limited Liability Company (together with its successors and assigns, "Lessor"), **The Board of Trustees of Garden City Community College** a municipal corporation and political subdivision existing under the laws of Kansas ("Lessee"), and **UMB Bank, N.A.**, a national banking association, as escrow agent (together with its successors and assigns, the "Escrow Agent").

Name of Acquisition Fund: "Garden City Community College SCH 003"

Amount of Deposit into the Acquisition Fund: \$441,480.92

TERMS AND CONDITIONS

1. This Escrow Agreement relates to the State and Municipal Lease/Purchase Agreement dated as of the Tenth day of August 2021, (the "Lease"), between Lessor and Lessee.

2. Lessor, Lessee and the Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent shall not be deemed to be a party to the Lease, and this Escrow Agreement shall be deemed to constitute the entire agreement between Lessor and Lessee and the Escrow Agent.

3. There is hereby established in the custody of the Escrow Agent a special trust fund designated as set forth above (the "Acquisition Fund") to be held and administered by the Escrow Agent in trust for the benefit of Lessor and Lessee in accordance with this Escrow Agreement.

4. Lessor shall deposit in the Acquisition Fund the amount specified above. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon written order of an authorized Lessee representative, in accordance with the Arbitrage Instructions attached as **Exhibit A**, in Qualified Investments (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. If an Authorized Lessee Representative fails to timely direct the investment of any moneys held hereunder, the Escrow Agent shall invest and reinvest such moneys in Goldman Sachs Financial Square Treasury Fund #525, which is a Qualified Investment described in 5(vi) below. Such investments shall be held by the Escrow Agent in the Acquisition Fund; any interest and gain earned on such investments shall be deposited in the Acquisition Fund, and any losses on such investments shall be charged to the Acquisition Fund. The Escrow Agent may act as purchaser or agent in the making or disposing of any investment.

5. "Qualified Investments" means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including the Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including the Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that the Escrow Agent or a third party acting solely as agent for the Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) money market mutual funds that are invested in securities described in (i), (ii) or (iii) and that are rated "Aaa" by Moody's Investors Service or "AAAm-G" by Standard & Poor's Ratings Services or the comparable rating by Fitch IBCA, Inc.

6. Moneys in the Acquisition Fund shall be used to pay for the cost of acquisition of the Equipment listed in the Lease. Such payment shall be made from the Acquisition Fund upon presentation to the Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached as **Exhibit B**, executed by Lessee and approved in writing by Lessor, together with the Vendor's invoice specifying the acquisition price of the Equipment described in the Payment Request and Acceptance Certificate. In making any disbursement pursuant to this **Section 6**, the Escrow Agent may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and the Escrow Agent shall not be required to make any inquiry, inspection or investigation in connection therewith. Without limiting the foregoing, the Escrow Agent shall have no duty to review, and shall not be responsible for the contents of, invoices delivered to it hereunder. The approval of each Payment Request and Acceptance Certificate by the Lessor shall constitute unto the Escrow Agent an irrevocable determination by the Lessor that all conditions precedent to the payment of the amounts set forth therein have been completed.

7. The Acquisition Fund shall terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate and the Final Acceptance Certificate, a form of which is attached as **Exhibit C**, properly executed by Lessee, (b) 12 months from the date hereof (or such later date as may be agreed to in writing by Lessor and Lessee with notice in writing to Escrow Agent), or (c) the presentation of written notification by the Lessor that the Lease has been terminated pursuant to **Section 8** or **20** of the Lease. Upon termination as described in clause (a) or (b) of this paragraph, any amount remaining in the Acquisition Fund shall be paid to Lessor for application as provided in the Lease. Upon termination as described in clause (c) of this paragraph, any amount remaining in the Acquisition Fund shall immediately be paid to Lessor. The Escrow Agent may rely conclusively upon Lessor's written instructions in disbursing any amounts remaining in the Acquisition Fund upon termination and shall not be responsible in any manner for the exclusion from gross income of interest portions of Rental Payments under the Lease.

8. The Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of the Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent whereupon the duties and obligations of the predecessor Escrow Agent shall cease and terminate. If a successor Escrow Agent has not been so appointed within 90 days of such resignation or removal, the Escrow Agent may petition a court of competent jurisdiction to have a successor Escrow Agent appointed.

9. Any corporation or association into which the Escrow Agent may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Escrow Agent hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

10. The Escrow Agent incurs no responsibility to make any disbursements pursuant to the Escrow Agreement except from funds held in the Acquisition Fund. The Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Lease or as to the performance of any obligations of Lessor or Lessee.

11. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection

with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

12. Unless the Escrow Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law, and Lessor jointly and severally hereby agree to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

13. The aggregate amount of the costs, fees, and expenses of the Escrow Agent in connection with the creation of the escrow described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one-time fee in the amount of \$250.00 to be paid by Lessee concurrently with the execution and delivery of this Escrow Agreement.

Notwithstanding the preceding paragraph, the Escrow Agent shall be entitled to reimbursement from Lessee of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement (including attorneys' fees and expense). Claims for such reimbursement may be made to Lessee and in no event shall such reimbursement be made from funds held by the Escrow Agent pursuant to this Escrow Agreement. The Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Qualified Investments on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Escrow Agreement or otherwise.

14. If Lessee, Lessor, the Escrow Agent or any other person shall be in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be entitled to refuse to comply with any demand or claim, as long as such disagreement shall continue, and in so refusing to make any delivery or other disposition of any money, papers or property involved or affected thereby, the Escrow Agent shall not be or become liable to the undersigned or to any other person for its refusal to comply with such demands, and the Escrow Agent shall be entitled to refuse and refrain to act until (a) such civil action has been resolved by full and final adjudication in a court assuming and having jurisdiction over such subject matter, or (b) all differences shall have been adjusted by agreement and the Escrow Agent shall have been notified thereof in writing, signed by all the interested parties. The Escrow Agent shall be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

15. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action or non-action taken by the Escrow Agent in accordance with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

16. This Escrow Agreement shall be governed by and construed in accordance with the laws of the state of Kansas.

17. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

18. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original. The transactions described herein may be conducted and related documents may be sent and stored by electronic means.

19. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original.

20. The parties hereto agree that, for tax reporting purposes, all interest or other income, if any, attributable to the Escrowed Funds or any other amount held in escrow by the Escrow Agent pursuant to this Agreement shall be allocable to the Lessee. The Lessee and Lessor agree to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. persons) and other forms and documents that the Escrow Agent may reasonably request (collectively, "Tax Reporting Documentation") at the time of execution of this Agreement. Additionally, the parties hereto agree that they will provide any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time, and the Bank Secrecy Act of 1970, as amended from time to time (together the "Acts"), which information will be used to verify the identities of the parties to ensure compliance with the terms of such Acts. The parties hereto understand that if such Tax Reporting Documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Escrow Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Lessor, Lessee and the Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives.

Clayton Holdings, LLC

LESSOR

By: _____

Title: Officer

The Board of Trustees of Garden City Community College

LESSEE

By: _____

Printed Name: Karla Armstrong

Title: Vice President for Administrative Services/Chief Financial Officer

UMB Bank, N.A.

ESCROW AGENT

By: _____

Title: _____

EXHIBIT A

ARBITRAGE INSTRUCTIONS

These Arbitrage Instructions provide procedures for complying with § 148 of the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exclusion from federal gross income of the interest portions of the Rental Payments under the Lease.

1. Temporary Period/Yield Restriction. Except as described in this paragraph, money in the Acquisition Fund must not be invested at a yield greater than the yield on the Lease. Proceeds of the Lease in the Acquisition Fund and investment earnings on such proceeds may be invested without yield restriction for three years after the Start Date of the Lease. If any unspent proceeds remain in the Acquisition Fund after three years, such amounts may continue to be invested without yield restriction so long as Lessee pays to the IRS all yield reduction payments under § 1.148-5(c) of the Treasury Regulations.

2. Opinion of Bond Counsel. These Arbitrage Instructions may be modified or amended in whole or in part upon receipt of an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations, satisfactory to Lessor, that such modifications and amendments will not adversely affect the exclusion of the interest portions of Rental Payments from gross income for federal income tax purposes.

EXHIBIT B

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: Clayton Holdings, LLC, as Lessor
8000 Forsyth Blvd., Suite 510
St. Louis, Missouri 63105

UMB Bank, N.A., as Escrow Agent
928 Grand Blvd., 12th Floor
Kansas City, MO 64106

Re: Garden City Community College SCH 003 Acquisition Fund established by the Escrow Agreement, dated August 10, 2021 (the "Escrow Agreement") among Clayton Holdings, LLC, as lessor ("Lessor"), The Board of Trustees of Garden City Community College ("Lessee") and UMB Bank, N.A., as Escrow Agent (the "Escrow Agent")

Ladies and Gentlemen:

The Escrow Agent is hereby requested to pay from the Acquisition Fund to the person or corporation designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition of the equipment or the interest portions of Rental Payment(s) described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment or payment of the interest portions of Rental Payment(s) and has not formed the basis of any prior request for payment.

The equipment described below is part or all of the "Equipment" that is listed in State and Municipal Lease/Purchase Agreement dated as of the Tenth day of August 2021 (the "Lease") described in the Escrow Agreement.

Equipment: _____

Payee: _____

Amount: \$ _____

Lessee hereby certifies and represents to and agrees with Lessor and the Escrow Agent as follows:

1. All of the above-listed Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.

2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.

3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

5. Lessee is currently maintaining the insurance coverage required by **Section 17** of the Lease

6. The serial number for each item of Equipment which is set forth on Schedule A to the Lease is correct.

APPROVED:

Dated: _____, 20____

Clayton Holdings, LLC
LESSOR

The Board of Trustees of Garden City Community College
LESSEE

By: _____

By: _____

Title: Officer

Printed Name: Karla Armstrong

Title: Vice President for Administrative Services/Chief Financial Officer

EXHIBIT C

FINAL ACCEPTANCE CERTIFICATE

[THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN ALL EQUIPMENT
HAS BEEN ACCEPTED]

The undersigned hereby certifies that the equipment described above, together with the equipment described in and accepted by Payment Request and Acceptance Certificates previously filed by Lessee with the Escrow Agent and Lessor pursuant to the Escrow Agreement, constitutes all of the Equipment subject to the Lease.

Dated: _____

The Board of Trustees of Garden City Community College
LESSEE

By: _____

Printed Name: Karla Armstrong

Title: Vice President for Administrative Services/Chief Financial Officer

8038-G QUESTIONNAIRE

Name of Lessee: The Board of Trustees of Garden City Community College
 Address of Lessee: 801 North Campus Drive, Garden City, Kansas 67846
 Contact Person: Karla Armstrong, Vice President for Administrative Services/CFO
 Telephone Number: 620-276-9577
 Email Address: karla.armstrong@gcccks.edu
 Lessee's FEIN: 48-0698107

GENERAL

In September 2018, the Internal Revenue Service ("IRS") updated Form 8038-G (the form used by Lessees to report the issuance of a tax-exempt obligation). The revised Form 8038-G asks specific questions about written procedures to: (1) monitor private use of assets financed with proceeds of a tax-exempt obligation and, as necessary, to take remedial actions to correct any violations of federal tax restrictions on the use of financed assets; and (2) monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States. In addition, the revised Form 8038-G asks Lessees to report whether any proceeds will be used to reimburse the Lessee for an expenditure paid prior to issuance. This questionnaire is designed to obtain the information necessary to complete Form 8038-G for the Lease. Lessee will be required to review and approve the information entered prior to signing the 8038-G form.

At this time, the consequences of not having adopted written procedures to monitor private use of financed assets and yield on the investment of gross proceeds of tax-exempt obligations are unknown. If you have further questions, please consult your regular bond or legal counsel.

Part 1 – Written Tax Compliance Procedures

Note: *If either of these questions is not answered, we will assume the Lessee has not adopted the described procedures.*

1. Has the Lessee established written procedures to monitor compliance with federal tax restrictions for the term of the lease? The written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered. **Yes ____ No ____**
2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States? **Yes ____ No ____**

Part 2 – Reimbursement of Prior Expenditures

1. As of the funding date, were any of the proceeds of the Lease used to reimburse Lessee for expenditures paid to acquire the financed assets prior to the funding date of the Lease? **Yes ____ No ____**

If yes, please attach a spreadsheet listing the expenditure(s) together with the date paid, vendor paid and purpose of the expenditure or other proof of the expenditure(s) containing this information (i.e. invoices, receipts, cancelled checks).

Items 2 and 3 need to be completed ONLY if the answer to item 1 above is YES.

2. Please attach a copy of Lessee's resolution of intent to finance the financed assets, which includes date of adoption.
3. What is the amount of proceeds of the Lease reimbursed to Lessee? \$ _____

BY: _____

NAME: Karla Armstrong

TITLE: Vice President for Administrative Services/Chief Financial Officer

DATE: _____



8000 Forsyth Boulevard, Suite 510
Saint Louis, Missouri 63105-1797

August 17, 2021

Karla Armstrong
The Board of Trustees of Garden City Community College
801 North Campus Drive
Garden City, Kansas 67846

Dear Ms. Armstrong,

Enclosed is a draft IRS form 8038G related to the lease financing described above. The enclosed form is required to be filed by you, as the lessee, with the IRS in connection with the lease financing. As a courtesy, we have prepared and forwarded the enclosed draft to you for your review, execution and filing. The information included in the form is based on information you provided in connection with the application for the lease financing and the execution and delivery of the lease documents (including the 8038 Questionnaire).

Once executed, an original of the executed form is required to be filed with the Internal Revenue Service at the following address no later than November 15, 2021.

If sent by US postal service to:

Department of the Treasury
Internal Revenue Service Center
Ogden, Utah 84201

If sent by overnight delivery service to:

Department of the Treasury
Ogden Internal Revenue Submission
Center
1973 Rulon White Boulevard
Ogden, Utah 84201

We recommend that you obtain proof of mailing as you would with any tax return filed with the IRS, in the event that the form is lost in transmission or misfiled by the IRS and that such proof be filed with other documents related to the lease financing.

If you have any questions regarding this form or the requirement to file it, please feel free to contact me.

Sincerely,

Frank D. Hill
Director, Tax Exempt-Leasing
Phone: 785-587-1541
frank.hill@commercebank.com

Lauren Midden
Contract Administrator
Phone: 314-746-3752
lauren.midden@commercebank.com

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service**Caution:** If the issue price is under \$100,000, use Form 8038-GC.► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name The Board of Trustees of Garden City Community College		2 Issuer's employer identification number (EIN) 48-0698107	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 801 North Campus Drive	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Garden City, Kansas 67846		7 Date of issue 08/17/2021	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Karla Armstrong, Vice President for Administrative Services/CFO		10b Telephone number of officer or other employee shown on 10a 620-276-9577	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ► New Sports Field Lighting	18	441,480	.92
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>			
b If bonds are BANs, check only box 19b <input type="checkbox"/>			
20 If bonds are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	08/17/2026	\$ 441,480.92	\$ N/A	5.00 years	1.4400 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	►	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	►	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ► _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ► _____		
d	Enter the name of the issuer of the master pool bond ► _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box	►	<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box	►	<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here ► <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ► _____		
c	Type of hedge ► _____		
d	Term of hedge ► _____		
42	If the issuer has superintegrated the hedge, check box	►	<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box	►	<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box	►	<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► <input type="checkbox"/> and enter the amount of reimbursement ► _____		
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

► _____ Signature of issuer's authorized representative	_____ Date	► Karla Armstrong, VP, Admin Services/CFO Type or print name and title
--	---------------	--

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ► _____			Firm's EIN ► _____	
Firm's address ► _____			Phone no. _____	

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. The Board of Trustees of Garden City Community College	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 801 North Campus Drive	Requester's name and address (optional)
	6 City, state, and ZIP code Garden City, Kansas 67846	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
4	8		-	0	6	9	8	1	0 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
------------------	-----------------------------------	---------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**UMB Bank, N.A. as Escrow Agent
Fees and Expenses**

Garden City Community College SCH 003

Escrow Fee	\$250.00
-------------------	-----------------

TOTAL	\$250.00
--------------	-----------------

UMB Contact:

Nicole Tarantino
928 Grand Blvd Floor 12
Kansas City, MO 64106
816-860-3784

Remit To:

UMB Bank, N.A.
928 Grand Blvd Floor 12
Kansas City, MO 64106
Attn: Nicole Tarantino

Wire:

ABA 101 00 0695
AC# 980 000 6823
Acct Name: UMB Trust Department
Attn: Tarantino
REFERENCE: Garden City Community
College SCH 003

July 2021 Board Report

Maintenance:

- Hays Offices carpet removed and replace.
- Hays Offices Desks and Cabinets (build and Installed)
- Fine Arts Four Classrooms, Writing Lab, Piano Room.
Removed Tile, Install Carpet and paint all rooms.
- John Deere Classroom and Offices (remove carpet, install new carpet and Paint them.)
- Women's Basketball Office and Locker room (remove, install carpet and paint them.)
- Walk-in Cooler for Cafe.
- Suite 14 New AC System
- Exhaust Hood belt for the Café.
- Charge AC in Units and Suites
- Memorial Display
- Work orders
- Repair Booster
- Hot water system for West hall and Apartments (Tatro)
- Hvac in West hall (Tatro)
- Hays Remodel (Benitez Const.)
- Units and Apartment Stairways Painted (Color Your World)
- Units, Wes Hall and Res. Life Director Window trim and doors painted (Benitez Const.)
- Auditorium Painted (Benitez Const.)

Information Technology:

- New Network Cables are being run. Project completion date is August 9th.
- Integrating Intune
- Integrating OneLogin
- Access Control phase 2 is underway.

Grounds:

- Irrigation repair
- Flagged sprinkler heads and valve boxes for contractors on campus
- Planning to irrigate and sod res life courtyard
- Checked control clocks
- Mower maintenance
- Edged
- Irrigation replacement at main quad and east campus
- Booster pump repair
- Well repair Williams Stadium

Custodial:

- Purchased new equipment
- Completed workorders

- Purchased supplies
- Purchased mask
- Purchased entry mats
- Summer cleaning all bldgs.. scrubbing, waxing floors, carpet cleaning, apts, suites, outside windows

Set ups:

- Tyson classes held in JCVT 1306
- Board meetings
- Townhall Kansas Legislative meeting held in Endowment room
- GCTFCU annual held in Endowment room
- Dpac bldg. In -service main gym / breakfast seating in practice gym

Student BBQ held in volley court

Transportation:

- The buses are scheduled in for summer preventive maintenance in preparation for fall sports travel.
- All vehicles that are inactive are run weekly and fuel stabilizer has been added to the tanks.
- Fleet vehicles are being rotated for use on regular scheduled trips to help prevent problems associated with inactivity.
- We will have a bus driver's meeting August 12th to assign trips for fall 2021.
- New Freightliner Bus has arrived. Will wrap the new bus.

Marketing & Public Relations

- Press releases written and published:

1. Coffee with the President Set for July 15th
2. GCCC Board of Trustees to Meet July 13th
3. Kansas Promise Scholarship Available at GCCC
4. BOT Approves Website Chatbot Software Bus Purchase
5. GCCC Cheer Try-Outs This Week
6. Conference Room Renamed Barb Wells Conference Room

- Continued coordinating with new advertising vendor iHeartMedia

- Designed PowerPoint for In-Service

- Scheduled future Coffee w/ President events

- Assisted with upcoming Kansas Promise & HEERF Round 3 announcements

- Pushed firearms training announcement on socials

- Began tech faculty website biography updating project

- Proofed various posts, ads, and flyers

- Assisted with design requests as needed - Cheer, Woodworking, Compass, Music Canvas

- Assisted with posting to social media, campus app, and tv screens

- Handled reqs, invoices, and billing for Marketing Dept.

Print Shop

- Daily print/supply request
- Printed business cards
- Email signatures
- Printed and Produced multi part forms:
 - Transcript Request Form – 3 part form
 - Res Life Policy Violation Citation – 2 part form in pads of 25
- Printed Residential Life Handbook
- Printed Cosmetology Handbook
- Printed Manicuring Handbook
- Printed Purchase Order stock
- Printed 21FA Committee Calendars
- Printed Strategic Plan Document
- Printed Site Coordinator Handbook
- Printed sympathy cards
- Printed banners for student check-in
- Printed Athletic Forms for student check-in
- Printed Health Forms for student check-in
- Printed Admissions & Financial Aid handouts, flyers and post cards
- Printed Men's Basketball Name Plates
- Printed / Laminated Baseball Name Plates
- Printed / Laminated Softball Name Plates
- Designed / Printed / Laminated Volleyball Name Plates
- Designed / Printed / Laminated Soccer Name Plates
- Large format print for Advising bulletin board
- Canvas prints for the Soccer office
- Canvas print for the Piano Lab
- Updated / Printed Gold Cards
- Updated / Printed All Sports General Admission Cards
- Updated / Printed Student Discount Cards for Bookstore
- Designed and printed Site Coordinator Notepads
- Designed and printed Inservice Agenda

Design

- Catalog Updates
- T-shirt Designs for Volleyball Camp & Practice
- Kansas Pre-Game Ads
- Cheer Fliers
- Ad for USD 457 Elementary Folders
- Fall In-Service Graphic & Program

Social Media - Graphics, Pictures, & Events

- Kansas Promise Scholarship Advertising
- Summer HEERF Reminder

- Scholarship for Communication Department
- Academic All-American Volleyball
- Pictures - Endowment Renaming
- Pictures & Graphic, Coffee with the President
- Pictures - Fort Hays Transfer Center
- Financial Aid (Dropping a class)
- Cosmetology, Industrial Maintenance, Fire Science – Enrollment Push
- How to check your schedule video for Admissions
- SGA Graphic for GCCC App
- Various Designs for Cheer
- Pre-Game Ads
- iHeartMedia Graphics
- GCCC COVID Plan Graphic
- Pictures - Student Check-In's
- Commercials for Criminal Justice

HUMAN RESOURCES:

New Employees:

Trey Jackson, Assistant Football Coach, effective, July 9, 2021
 Tre Thomas, 2nd Assistant Men's and Women's Soccer Coach, effective, July 12, 2021
 Yohan Stokes, 2nd Assistant Football Coach, effective, July 14, 2021
 Antonio Banks, Assistant Football Coach, effective, July 26, 2021
 Indra Colon Arroyo, 2nd Assistant Track and Field Coach, effective, July 26, 2021
 Stephanie Janda, Financial Aid/Records Assistant, effective, August 1, 2021
 Benjamin Gershon, Mathematics Instructor, effective August 9, 2021
 Daisy Mastin, Cosmetology Instructor, effective August 9, 2021
 Eve Kwiatkowski, Paramedic Instructor, effective August 9, 2021
 Diana Ortiz, Allied Health Instructor, effective August 9, 2021
 Makenzi Johnson, Music Instructor/Co-Band Director, effective, August 9, 2021
 Mazen Al Nairat, Physics/Physical Science Instructor, effective, August 9, 2021

Filled Position (s)

Paramedic Instructor
 Cosmetology Instructor
 Cosmetology Adjunct Instructor
 Mathematics Instructor
 John Deere Adjunct
 Financial Aid/Records Assistant
 Assistant Athletic Trainer

Internal Transfers:

Zach Towle, Assistant Men's Basketball Coach to Athletic Academic Advisor, effective, August 1, 2021

Adriana Figueroa, Instructional Design Support Specialist, effective, August 1, 2021
Zac Miller, Assistant Director Residential Life/ Head Women's Golf Coach, effective, August 1, 2021

Resignations/Separations:

Levi Jividen, Residential Life Advisor, effective, July 21, 2021
Jeremy Richardson, Athletic Academic Advisor, effective, July 23, 2021

There are currently sixteen (16) open posted positions of which five (5) are adjunct positions on campus.

Open Positions:

Human Resource Assistant
Head Strength and Conditioning Coach
Director Adult Education and Literacy Program
Administrative Assistant-GCCA- On Campus Interviews scheduled
Adult Education Instructor
CLC Paraprofessional (Part-Time)
Groundskeeper
Assistant Athletic Trainer- Accepted Offer
Custodial
Assistant Football Coach
Social Science Instructor- Starting January 2022

Adjunct Positions:

Fire Science-Adjunct
English Composition (Online Adjunct)
Life Sciences Adjunct Instructor- On Campus
Math Adjunct Instructor- On Campus
Reading Adjunct Instructor- On Campus

Projects for the Human Resources Department include:

- **In-Service**
- **BCBS Open Enrollment**
- **Human Resources Webpage**
- **New Employee Orientation**
- **Department Assessment Review Process (Human Resources Operations Manual)**
- **New Hire Process/ BCBS Checklist**

Registrar's Office

A few ramblings...as of August 2, 2021.

Diplomas for degree and certificate credentials for our **Spring 2021** graduates have been finalized and mailed to them. As we approach the end of **Summer 2021** (on August 6), our next priority is completing final degree/certificate audits for our summer graduates.

We also have been assisting many people with the following:

- Students with official transcript requests to be sent to their transferring colleges and universities or places of employment.
- Students and advisors with registering for the **Fall 2021** semester.
- Evaluating transfer transcripts as they are received.
- Institutional Research Department with data information and cleanup for KBOR reporting.

Other items we have been working on include:

- VA compliance (catalog and program updates)
- Training our new Financial Aid/Records Office Assistant

SSS

SSS is planning a "Meet & Greet" event for Friday, August 20, from 9:00 to 11:00 and 1:00 to 3:00. The purpose of the event is for participants to meet and become acquainted with faculty members. We will also have our "Jump Start" activity on Friday, August 27, so new participants can become familiar with our services and how we operate. That event will include a panel discussion with first-generation faculty members. Staff members are planning a college fair for Wednesday, September 22, out on the quad that will be open to all college students.

CAMP

CAMP has received a final copy of the Subcontract Award between Kansas State University and Garden City Community College, providing all funds needed for the staff to continue working on the grant.

CAMP has been working on data for reports: GCCC Non-Assessment Report and Annual Performance Report while continuing to help freshman students participating in CAMP this Fall with their paperwork and enrollment.

Along with Student Support Services, CAMP has been participating in meetings to plan the recruitment of new students for both programs and share information for student activities throughout the year.